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THE JOHNSON GROUPS

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RS 1752

DPU Certificate # 25488

Greetings from Pleasant Street Auto Body & Repair Inc., dba Hampshire Towing!

This is a copy of our policies, procedures, and pricing effective 07/1/24. We strive to be transparent with all our business practices. Due to the unpredictable nature of emergency towing and recovery, fees for services performed and all applicable rates cannot be determined and discussed on-scene. This packet includes our hours of operation and other related policies. This information is available to our customers, the public, claims adjusters, vendors, and insurance companies that operate in Massachusetts. Policies, procedures, and pricing are subject to change at any time without notice to reflect the variability of the towing industry and repair industry.

Please email any questions or concerns to: Bill@theJohnsonGroups.com.

We sincerely appreciate your support in this matter.

William E. Johnson

President/CEO, Pleasant Street Auto Body & Repair Inc., dba Hampshire Towing.

Our Locations:

650 New Ludlow Road, South Hadley, MA 01075 (Corporate Headquarters)

31 St. Jacques Avenue, Agawam, MA 01001

24 Old Route 9 Cummington MA 01026

90 Apremont Way, Westfield, MA 01085

555 South Canal Street, Holyoke, MA 01040

T&T Towing: 74 Main Street, Cohoes, NY

147 Bay Road, Belchertown, MA 01007

170 Main Street, Holyoke, MA 01040

676 Curran Highway, North Adams, MA 01247

5 Crescent Street, Holyoke, MA



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Policies, Procedures, & Pricing – Effective: July 1, 2024

Date: ____/____/____ Company Representative: _____

Insurance Company/Appraisal Firm/Tow Company: _____

Purpose of this Notice: To inform the general public and business accounts, as well as insurance companies that write auto insurance in the Commonwealth of Massachusetts, of the policies, procedures, and charges that Pleasant Street Auto Body & Repair Inc. dba Hampshire Towing has in place.

Source of Insurance List: Massachusetts Division of Insurance price quote web page

Source of Business accounts: Internal records

General Public: Posted in all locations & legal notice in paper. Copies are available at the corporate office.

Department of Public Utilities: Copy has been sent

Contact: William E. Johnson, President

Hampshire Towing Storage Lot Hours: All locations are open from 9:00am-4:00pm, Monday through Friday, for appraisal & vehicle salvage pick-up (excluding weekends and holidays). **Appointments are mandatory to avoid waiting. Please call for a holiday schedule and weekend release hours**

Office Hours: Mechanical Repair and Auto Body Shop office hours are 9:00am-4:00pm, Monday-Friday.

**** Please note that the Body Shop is closed on Friday. **Friday is by appointment only for negotiations with the Auto Damage Licensed Appraiser in the Collision Center.**

Notice to All Insurance Companies and Appraisers: Initial appraisals and supplements need to be processed and negotiated as the CMR's state. Continued failure to do so will create a situation where a vehicle will not be released until the supplement has been written, agreed upon, and paid for. The appraisal written for negotiation purposes by the shop appraiser must be initialed by the appraiser representing the insurance company. We expect the labor rates to be negotiated as the CMR's allow it, as it is part of the cost.

Policies

1. **Tow & Recovery & Storage Rates:** See attached sheet for all information: Pages 5-7.
2. **Vehicles open to the Elements:** All vehicles placed in the storage lot will be protected from the elements, i.e., broken windows, etc. We use collision/crash wrap to protect the vehicle's interior and the owner's possessions. The current charge is \$19.85 per linear foot, installed. If you or your company does not want collision/crash wrap used, the vehicle can be placed indoors for storage. The current rate is listed on our rate sheet. If you or your auto insurance company do not want the vehicle protected, we will need the vehicle owner or CEO/President of the responsible insurance company to sign a Hold Harmless and Indemnification form stating the vehicle does not need to be protected. One is enclosed for your convenience. Page 19.

3. **Personal Protection Equipment (PPE) Communications Headphones Policy:** Page 7.
4. **Environmental Compliance Policy as It Relates to Storage for Vehicles Emitting Fluids (Illicit Discharges):** The on-site Containment Policy is enclosed with current pricing on Page 8.
5. **Vehicle Storage for Motor Vehicles Released to Insurance Companies and General Vehicle Release Policy:** Page 9.
6. **Storage Facilities:** Due to liabilities, we do not allow subcontractors into our storage facilities. The vehicle will be brought to the public area. Charges will apply (DPU) regulated rate plus fuel surcharge). If a subcontractor is allowed into the storage facility to transport a vehicle an escort fee will be charged.
7. **Motor Vehicle & Domestic Spills Policy:** The policy is enclosed with the current subcontractor response rate: Page 10-14.
8. **Organizational Storage Container Fees Policy:** Containers are used to store loose parts from motor vehicles: Page 15.
9. **Shop Labor Rates:** Updated Shop Labor Rates Page 16.
10. **Automotive Diagnostic Health Report Policy:** Page 17.
11. **Visitor Sign-In Policy:** Our sign-in policy sheet pertaining to all visitors: Page 18.
12. **Hold Harmless Release Policy:** Any individual and/or company in good standing with the CEO/President allowed to perform their job duties on any of our premises may need to sign a release, or they will not be allowed on the premises. A hold harmless agreement is commonly used in a variety of business transactions. They are frequently used to limit liability between contractors and construction companies, as well as between product manufacturers, retailers, and distributors. The Johnson Groups has instituted this policy in response to the ever-increasing liability and insurance costs associated with owning a business and properties. Due to the nature of our business, we have employees from other companies performing their job-related tasks on our property. Their level of training and ability is not under our control. We have no information about any drug testing or criminal background checks (CORI) done by their employers. Whether or not they carry the proper insurance certification, such as Workers Compensation or Liability Insurance, is also unknown. Thank you in advance for your cooperation with this policy. Page 19
13. **Lien Notification Policy:** Enclosed is the lien policy which follows the Massachusetts General Laws. Current certified mail and administrative pricing and copy of Notice of Superior Lien is included in policy. This form is sent to all lien holders, or other involved third parties, and insurance companies. Page: 20 and 21.

14. **Payment Policies:** We require a Direction to Pay (DTP) to be signed by the registered owner allowing Pleasant Street Auto Body & Repair Inc., dba Hampshire Towing to be paid directly by the responsible insurance company. This policy is enclosed. We will not accept any check that says "Paid under Protest," "Final Payment" (if it is not the final payment), or any other verbiage that is not pertinent to cashing the check or for record keeping of the claim. Checks will be accepted by approved accounts only at the CEO/Presidents sole discretion. A signed DTP Form does not absolve the owner of the vehicle of responsibility for payment. The vehicle owner is ultimately responsible for payment. Page 22.

15. **Complaint Policy:** All complaints must be put in writing. Page 23.

16. **Cash Management Agreement for Sublet Payouts and Past Due Notices:**

- The fee for processing of payments is \$74.00.
- A Use of Funds Fee for balances of 30 days or less will be calculated at 10%.
- A fee of 1% will be assessed against the entire balance on the invoice remaining after 30 days.

All policies, procedures, and pricing are subject to change at any time at the discretion and approval of the President/CEO.

It is our hope that, with the attached policies, you and/or your company will have a better understanding of the way we run our business. Thank you for your cooperation in these matters.



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Consensual, Non-Consensual, and Recovery Towing Rates

Commercial vehicles may be partially regulated. Each incident is different.

Fuel Surcharge applies to all fuel related services using DPU Index. DPU Certificate #25488

High-end, altered, & specialty vehicles may incur additional charges.

***Light Duty Wreckers/Car Carriers, Towing & Road Service Rates, refer to separate charges on scene labor:**

- **Consensual Towing Rate:** \$139.50 **day 6am-6pm**
\$8.25 per loaded miles plus fuel surcharge

- **Immediate & Specialty Tow Rate:** \$179.75 per hour port to port/plus fuel surcharge

**Equipment transport, motorcycles, specialty vehicles, emergency towing and transport 6 pm -6 am + weekends*

- **Non-Consensual Towing Rate:** Rates per 220 CMR 272.00

- **Recovery/Winching Rate:** \$349.50 per hour, (4) hour minimum (*fuel surcharge may apply)
This includes waiting or working time on scene

***Med Duty Wreckers/Car Carriers, Towing & Road Service Rates, refer to separate charges on scene labor:**

- **Consensual Towing Rate:** \$239.50 hourly plus fuel surcharge

- **Immediate & Specialty Tow Rate:** \$335.70 hourly plus fuel surcharge

Equipment transport, motorcycles, specialty vehicles, emergency towing and transport

- **Non-Consensual Towing Rate:** Rates per 220 CMR 272.00

- **Recovery/ Winching Rate:** \$599.50 per hour, (4) hour minimum (*fuel surcharge may apply)
This includes waiting or working time on scene

***Heavy Duty Wreckers, Crane/Boom Truck, Tractors and Service Truck, Towing & Road Service Rates:**

- **Consensual Towing Rate:** \$269.50 hourly plus fuel surcharge

- **Service Truck:** Monday-Friday, 8am-4.00pm: \$178.50
Nights (after 4pm), Weekends, and Holidays: \$267.75

- **Immediate & Specialty Tow Rate:** \$368.75 per hour, plus fuel surcharge
(i.e.: class A RVs, cement mixers, trash trucks, logging trucks, large motor coach buses, etc. The on-call supervisor needs to be called.)

- **Non-Consensual Towing Rate:** Rates per 220 CMR 272.0

- **Recovery Rate:** \$850.00 per hour, (4) hour minimum (Heavy Duty & Crane/Boom Truck)
- **Heavy Rotator:** \$1855.00 min response fee, \$1500.00 per hour with 2-hour min

- **Recovery Rate, Heavy Service Truck & tractor only:** \$452.50 per hour, (4) hour minimum

**If hourly rates are not used en route mileage may be charged on any & all services.*

- **Four hours minimum 6 pm -6 am**
- **Two hours minimum 6 am – 6 pm**
- **Hourly Rates Are Port to Port or back in service**

Fuel surcharge applies to all fuel related services, consensual and non-consensual (as per DPU monthly rated index)

Scene Supervisor: \$296.50/hour- 4 hour minimum

All rates need to be combined with DPU rates if public authority is the requester of service AND the vehicle was towed to one of our storage lots.

Off Site Incident Coordinator: \$148.00 per hour

Sublet Coordinator: Flat Fee \$148.00 per hour/Flat Fee: \$74.00

Separate charges:

1. **Removal of drive shaft:** Included with hourly rates, add \$169.25 per hour if hook rates are used
2. **Air hook-up:** Included with hourly rates, add \$169.25 per hour if hook rates are used
3. **Removal/pull axle:** Included with hourly rates, add \$169.75 per hour if hook rates are used
4. **Remove bumper:** Included with hourly rates, add \$169.25 per hour if hook rates are used
5. **Remove air foils:** Included with hourly rates, add \$169.25 per hour if hook rates are used
6. **Heavy Tilt Trailer:** Detach trailer or trucks (same as heavy), (4) Hour Minimum
7. **Forklift or skid steer:** Flat Fee \$834.75, plus transport to scene
8. **Laborer on scene:** \$169.25 per man hour (recovery 4 hour minimum)
9. **Arrow Board:** \$421.50 per day or any portion, plus transport each way
10. **Light Tower** \$421.50 per day or any portion, plus transport each way
11. **Box Trailer for load transfer:** Per invoice
12. **Refrigerated Trailer for transfer:** Per invoice
13. **Universal Spare Use and Re-stocking Guni wheels:**

4 wheels- \$234.00 3 wheels- \$195.00 2 wheels-\$135.00 1 wheel- \$75.00

- Special services/circumstances will be billed accordingly
- Special circumstances may require the addition of administrative fees
- Tractor trailer units utilize a medium space for tractor and heavy for trailer

Hampshire Towing Lot Hours, All Locations: Closed Holidays

- Monday – Friday: 9:00am to 4:00pm (**Appointments are necessary to avoid delays**)
- Saturday & Sunday: 1:00pm to 5:00pm (Vehicle owners only) Appointments are mandatory. Please call for the holiday schedule and weekend release hours
- After-hours fee of \$132.00 will apply all other times outside of the above hours. Fee includes 30 minutes in the storage lot

Regulated, Non-Consensual Storage per MGL c159 s6B, Passenger & Motorcycle outside storage: \$35.00 per 24 hours

Holidays, nights, and weekends may result in an overtime rate of 1.50% being assessed on fees

Storage for all classes of service (Calendar Day) (Commercial vehicles not regulated for storage)	Light/Private	Medium	Heavy Duty
Outside storage, per day rate (per unit)	\$98.75	\$125.75	\$149.75
Inside storage, per day rate (per unit)	\$126.25	\$151.50	\$196.75
Containment Area: Containment policy available upon request	\$139.75	\$170.75	\$215.75
Storage for Specialty Items <i>Specialty Items Vary: To Be Determined</i>	Outside	Inside	Containment Area
Motorcycles, ATVs, Snowmobiles, etc.	\$64.50	\$87.00	\$95.50

The Johnson Groups adheres to all relevant safety standards set by OSHA, FMCSA, and Mass DOT. The following policy outlines the pricing and projected use of the communication headphones to be used.

Personal Protection Equipment (PPE) Communication Headphones Policy

5 Headset Communication System

Base price	\$6300.00
Sales Tax	\$504.00
Return on investment 33%	\$2,245.32
Maintenance 10%	\$630.00
Total Investment	\$9,049.32

The equipment also protects the employees from sounds at a recovery scene. Sounds of 70 dB over time may begin to damage hearing. Sounds above 120 dB can do permanent damage. Information from a Transportation Research Board study says that a heavy-duty diesel tractor-trailer motor registers 78 dB of noise. The sound from the exhaust from the vehicle is 85 dB. Communication at this level of noise is impacted. This equipment is essential to allow the drivers to work together to safely clear the scene. Communication is paramount to the health and safety of the employees performing the task.

The life expectancy of the equipment is 36 months. It is expected that the equipment will be used 8 times per year. Over 3 years, that means it would be used 24 times.

\$9,049.32 divided by 24(estimated use over 36 months) = \$377.06 per use.



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Environmental Compliance Policy

This policy pertains to the storage of all motor vehicles for The Johnson Groups. This policy is for all vehicles that are emitting fluids (illicit discharges).

All vehicles entering the facility that are leaking or emitting contaminants will be placed in the Amber Scene Clean indoor collection containment area, where the following will happen:

1. After a vehicle is placed in the collection containment area, leaking contaminants may need to be drained. The vehicle will then be placed into general outside storage. Some vehicles may need to stay in the containment area due to the severity of damage. (Pictures need to be taken and e-mailed to office@hampshiretowing.com).
2. Vehicles placed in the containment area after regular business hours will be conditioned and prepared at the company's earliest convenience (if at night -the next day, if on a weekend day – the following Monday, if on a holiday– the next business day). If the situation warrants immediate attention, additional charges will apply.
3. A sticker will be placed on the vehicle with a warning against starting the vehicle until all the fluid levels have been checked.
4. Once the vehicle is deemed environmentally compliant for outdoor storage, the vehicle will be placed into Hampshire Towing's outdoor population of stored vehicles.
5. All on-premise stored vehicles must comply with this policy and will be treated equally.
6. A complete billing of the services performed will be attached to the repair order or tow ticket. Payment must be made before the vehicle is allowed to leave the premises.

Please refer to the Pleasant Street Auto Body & Repair Inc., dba Hampshire Towing Motor Vehicle and Domestic Spills Policy for additional information.

Charges for Environmental Prep Services

- Collection Storage Area: \$167.00 Light duty/\$197.00 medium duty/\$227.00 heavy duty
- Rate for Draining Contaminants & Additional Preparations: \$188.00 per hour
- Immediate Attention (Nights, Weekends, Holidays): Regular rate (\$188.00) x1.5



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Vehicle Storage for Motor Vehicles Released to Insurance Companies

This is the storage policy of Pleasant Street Auto Body & Repair Inc., dba Hampshire Towing regarding storage of motor vehicles under the control and or ownership of each insurance company. Once we are notified by the registered owner that a vehicle is now owned by or has been released into your company's control, our posted daily storage rate will apply.

To avoid further storage charges, once your company is notified by the registered owner, you or your company may send out a tow company of your choice to pick up the vehicle immediately. If this is not possible, Hampshire Towing will tow the vehicle, for a fee, to the facility of your choice. If the vehicle continues to be stored, the posted calendar day consensual rate will apply.

As always, no vehicle will be released unless all charges are paid in full and proper release documents have been received.

GENERAL VEHICLE RELEASE POLICY

No vehicle will be released from the storage facility without a written release from the registered owner. A police release may also be required.



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Motor Vehicle and Domestic Spills Policy:

The requirements of the Domestic Spills Policy apply to all staff

Why?

Spills (illicit discharges) must be contained and cleaned up in a manner that causes no increased risk or potential risk to human health, the environment, and/or property, and must be handled in compliance with Department of Environmental Protection (DEP) and Environmental Protection agency (EPA) requirements.

What do I need to know?

Workers are authorized to respond to spills only if all these conditions are met.

1. Handling the spilled material is already in their work planning and control documentation.
2. The appropriate personal protective equipment (PPE) and spill response material is available.
3. It is safe to do so.

Purpose

The purpose of this program is to ensure all spills are contained and cleaned up in a manner that causes no increased or potential risk to human health, the environment, and/or property.

Roles and Responsibilities

Functional roles and general responsibilities for each are listed below. More detailed responsibilities as well as when they apply are provided in the procedure and requirements. The roles may be performed by one or more individuals and one individual may play more than one role, depending on the structure of the organizations involved and responsibilities that need to be delegated.

Role 1: Worker/Wrecker Operator

- Report all spills to the dispatcher. The dispatcher will call Amber Scene Clean Inc. or another appropriate subcontractor.
- Follow proper spill response actions and never attempt to control or clean up a site that poses a risk to human health, or act in a situation where there are unknown hazards, or where the operator has not been trained and authorized to handle and mitigate these materials by way of a known response plan.
- Wear appropriate personal protective equipment (PPE) and use compatible spill response materials.

Role 2: Supervisor

- Ensures workers know the notification protocol and carry it out properly.
- Ensures workers know how to assess spills and are aware of which types of spills they are authorized to address.
- Ensures that work planning and control documentation includes spill hazards and mitigation measures applicable to their job description and that workers have completed required training.

Role 3: Worker/Wrecker Operators

- Provide traffic control and/or cordon off a spill area as needed.
- Assist other emergency responders as needed.

Role 4: Subcontracted Company

- Provides containers, cleanup material, and equipment to contain spills.
- Provides guidance for spill equipment.
- Arranges cleanup of non-emergency spills as needed.
- Responds to spills during business hours and non-business hours.
- Provides oversight of subcontracted spill responders.

Role 5: Safety Manager

- Assists personnel in identifying spill prevention measures.
- Reviews construction plans for spill prevention controls.
- Documents and evaluates the environmental impact of spills.
- Prepares follow-up written reports as required.
- Identifies corrective actions resulting from a spills incident investigation.

Definitions

- Discoverer: Person(s) who discovers spill and takes appropriate actions (compare with responder and emergency responder).
- Hazardous Material: Any material that, because of its quantity, concentration, or physical or chemical characteristics, poses a significant present danger or threatened hazard to human health and safety or to the environment if released into the workplace or the environment.
- Safety Data Sheet (SDS): Document produced by chemical manufacturers and importers to relay chemical, physical, and hazard information about specific substances. Before June of 2015, this was known as the Material Safety Data Sheet (MSDS).
- Personal Protective Equipment (PPE): Any equipment needed to protect one's self from harm. This includes, but is not limited to, gloves, boots, respirators, overalls, communication devices and safety glasses.
- Responder: Person(s) who takes appropriate actions to minimize impact of spill in accordance with their work planning and documentation (compare with emergency responder).
- Responder, emergency: Person(s) with the training and medical surveillance equipment required to respond to chemical releases that could expose them to health hazards, such that the releases are controlled and cleaned up in a safe and healthful manner so as not to endanger themselves or other employees.
- Spill: The release of any material that results in an increased risk or potential risk to human health, the environment and/or property.
- Spill, Non-emergency: No potential exposure risk to human health, there is no uncontrollable imminent threat to the environment, and:
 - The spill consists of a material of which the potential hazards are known.
 - The spill can be cleaned up with readily available spill response cleanup equipment and supplies.
 - The spill is not in the travel lane of a highway and it is under ten gallons.
- Spill, Emergency: There is a potential exposure risk to human health or an uncontrollable imminent threat to the environment, and any of the following apply:
 - The spill consists of material that has hazards unfamiliar to personnel.
 - The spill is regarded by personnel as posing a potential exposure risk to human health.
 - The spill contains a significant amount of hazardous material that cannot be prevented from migrating into a storm drain or waterway.
 - The spill is in the travel lane of a highway.
 - The spill is over ten gallons.
 - The spill has potential to be a public safety hazard.

Response, Cleanup, and Reporting Procedure

Purpose

The purpose of this procedure is to ensure that spills are handled in a safe manner and properly reported. This procedure covers response, cleanup, and reporting for all types of spills. It applies to all workers and supervisors discovering and responding to spills.

Procedures

The discoverer is the person who discovers a spill. The responder is the person who responds to and/or cleans up a spill. In some cases, these two roles are played by the same person; in others, by different persons. It is essential that only workers who have already been authorized via work planning and control to handle the spilled material and completed necessary training act as responders.

Notification/Reportable Over Ten Gallons

1. Emergency Spills

A spill is an emergency when it poses a threat to human health or the environment, is over ten gallons, or is in the travel lane or shoulder of roadway (in this instance, skip step one, & use step two) of a highway, or has the potential to flow into a waterway. Emergency spills must be handled by external emergency hazardous materials responders.

Step 1 – Discoverer

- Discoverer calls 911 immediately from a safe location and provides the following information to the operator:
 - Location
 - Any injuries
 - Spilled material description
 - Quantity spilled

Step 2 – Discoverer

- Discoverer calls Hampshire Towing Dispatch to report the spill.

Step 3 – Dispatch

- Dispatch calls subcontractor Amber Scene Clean 413-467-2200

2. Non-Emergency Spills

A spill is a non-emergency when it is not life threatening and will not result in serious environmental damage.

Step 1 – Discoverer

- Discoverer notifies supervisor. Go to step 2 immediately if the supervisor is unavailable.

Step 2 – Discoverer

- Discoverer calls dispatch and reports:
 - Location
 - Any injuries
 - Spilled material and Quantity spill

Step 3 – Dispatch

- Dispatch calls the appropriate subcontractor: currently Amber Scene Clean at 413-467-2200

Rates

- Emergency Readiness Fee (E.R.F.): \$239.25
 - Trained Supervisor: \$346.50 per hour
 - Trained Laborer: \$187.00 per hour
 - Nights, Weekend, and Holiday Fees: Regular fee x1.5
- Additional fees apply: Materials, disposal, and applicable taxes, etc.

3. Spill Response and Cleanup

Step 1 – Discoverer

- Discoverer prevents passerby from entering the spill area.

Step 2 – Discoverer

- Discoverer proceeds to clean up spill and proceeds to step 3 only if all the following conditions are met:
 - Discoverer is already authorized via work planning and control to handle spilled material.
 - Appropriate personal protective equipment (PPE) is available.
 - Compatible spill response material is readily available in sufficient quantity.
 - Cleaning up the spill is safe.

If any of these conditions are not met, the discoverer must not attempt to clean up the spill, stays in a safe area, and waits for specialized responders.

Step 3 – Responder

- Responder takes the following steps as needed:
 - Requests any needed spill cleanup materials and waste containers.
 - Refers to material safety data sheet (MSDS) for applicable PPE and hazard information.
 - Refers to spill kit instructions.
 - Prevents spilled material from entering storm drains by placing berms or other suitable material.

Step 4 – Subcontractor

- Sub-contractor provides requested spill cleanup materials and waste containers

Step 5 – Subcontractor

- Subcontractor captures all impacted media:
 - May involve spreading absorbent material on the entire spill area.
 - If the spill area impacts an unpaved surface, the subcontractor removes all affected soil.

Step 6 – Subcontractor

- Subcontractor places all spilled material and absorbent material in provided waste container(s).
 - Note: Sample analysis may be required to determine appropriate disposal.

Step 7 – Subcontractor

- Subcontractor unplugs storm drains, floor drains, and sink drains, if applicable.

Step 8 – Subcontractor

- Sub-contractor ensures PPE and spill cleanup equipment are appropriately managed
 - Decontaminates equipment as needed.
 - Place disposables and expendables in appropriate waste containers.

Step 9 – Subcontractor

- If needed, the subcontractor requests waste container pickup and calls a Licensed Site Professional (LSP) if needed (this applies when clean-up is 10 gallons or more).

Step 10 – Subcontractor

- Sub-contractor arranges for waste pickup and management.

Step 11 – Spills Program: Manager or Subcontractor

- Manager or Subcontractor ensures reporting requirements are met.



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Organizational Storage Container Fee

Organizational Storage Containers are used when loose parts or property need to be contained. Primarily they are used for wrecks when parts and components are ripped off in an accident; as per our company policy, the parts will not be placed inside of a vehicle. The O.S. Containers are also used for storing parts, if the vehicle is dismantled, while still in the estimating/repair process.

Flat Fee for O.S. Container: includes forklift use and labor \$195.00. This fee will be a one-time fee for the duration of a vehicle's stay at the storage and /or repair facility.

To all Hampshire Towing staff: We are incorporating the above policy and related fee in the management of our shop and storage facility. The purpose is to limit trip hazards in the storage yard. Also, this procedure will properly inventory the parts to the appropriate vehicle. Lastly, we will also limit employee workers compensation claims as the parts will be in a palletized unit and will limit the manual lifting and moving of the parts and debris from the casualty vehicle.



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Shop Labor Rates

Mechanical, Auto Body, & Refinish	Cars & trucks under 9,999GVW \$139.75 per hour
Mechanical, Auto Body, & Refinish	Trucks 10,000-14,500 GVW \$139.75 per hour
Mechanical, Auto Body, & Refinish	Trucks 14,501-25,999 GVW \$169.75 per hour
Mechanical, Auto Body, & Refinish	Trucks 26,000 GVW & Up \$169.75 per hour

Refinish material is calculated at a minimum of \$69.75 per refinish hour. This shop is now using waterborne materials which is noticeably more expensive than solvent- borne material and accurately reflects our cost of doing business as well as the ability to serve you professionally. *Mitchell or PPG cost systems may be used.*

Frame & Uni-Body Set-Up and Pull: Add \$21.25 to posted hourly rate.

Glass Rate: Same as mechanical, auto body, & refinish rates.

Since we do not participate in any specified vendor program, we do not offer any glass discounts.

Vehicle Alignment 9,999 GVW and lower \$139.75/ 10,000 GVW and above the hourly rate applies.



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Automotive Diagnostic Health Report Policy

Pleasant Street Auto Body & Repair, Inc. takes the position that all vehicles* fifteen (15) years old or newer involved in a collision must be tested for Diagnostic Trouble Codes (DTCs) prior to repairs. This will identify codes/faults so proper repairs can be accomplished. Additionally, the vehicle must be retested after all repairs are complete in order to verify that no new codes/faults have been triggered. Even minor collision damage and glass replacement may cause one or more safety-related systems on the vehicle to trigger a code/fault. Any action that results in loss of battery voltage and normal repair procedures requires a post scan to ensure proper electrical function. Many safety and other related components, sensors, and Electronic Control Units (ECUs) require calibration and/or learns when replaced.

- Automotive Diagnostic Health Reports (ADHR) will be performed on all vehicles entering the shop for repairs due to a collision incident.
- ADH reports will consist of a pre repair and post repair diagnostic scan wherein all computer systems are scanned and trouble codes are stored and printed out in an ADHR document.
- The cost for the ADHR will be \$255.00 per report.
- The billing line item will read: "Automotive Diagnostic Health Report (ADHR) (pre and post scan) \$255.00."



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All persons employed or subcontracted with a company must sign-in or access will not be granted! (Parts & Tools vendors are exempt)

#	Print name (clearly)	Company	Date	Time
1				
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Hold Harmless & Indemnification Agreement For Vehicles Open to the Elements

Date: ____/____/____

_____ hereby assumes all liability and holds harmless Pleasant Street Auto Body & Repair Inc., dba Hampshire Towing, its officers, agents, and employees.

We agree to indemnify and hold harmless all aforesaid parties from any claims, suits, or causes of action, including reasonable attorney's fees for the defense therefore arising from not protecting the vehicle from inclement weather (covering broken windows, covering sunroofs, etc.) for vehicles that are in the car, custody, and control of Pleasant Street Auto Body & Repair Inc., dba Hampshire Towing.

Company: _____

Signature: _____

Print Name: _____

Date: ____/____/____



THE JOHNSON GROUPS

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Lien Notice Policy – Police Ordered Tows

- Lien Process Fee:**
 Research and verification of the last registered owner (LRO). The lien processing (LP) fee of \$24.75 is added to tow slip. **IT IS VERY IMPORTANT TO CONFIRM THE LRO FROM THE VIN, NOT THE PLATE #.** To avoid sending the notice to the wrong person, per the Massachusetts General Laws, it is important to follow the lien process. The notice is to be sent to the LRO only. Do not send to the lien holder or insurance company. A Superior Lien notice is sent to the Lienholder and the insurance company.
- 1st Notice:**
 Certified mail, return receipt. Will be sent out within 3-7 days from date of tow or after proper notification by police or other source. Make sure that you fill out all the boxes on the form and sign the notice as well. We charge: \$49.85.
- Superior Lien Notice to identified lienholder or involved third party:**
 This can be a financial firm, a bank, credit union, a private party, or any other verified third party. This is sent by certified mail, with return receipt, plus the charge for the notice. \$49.85.
- 2nd Notice:**
 Certified mail, return receipt. Sent out 60 days after the date of tow to the LRO. Same charge of \$49.85.
- Vehicle Posting and Newspaper Publication:**
 Advertise in the local paper at least 21 days after 2nd notice. It needs to be advertised for 3 consecutive weeks. There is a \$523.00 administration & advertising fee for the posting of vehicle ads in newspapers.
- 5-day Notice to Chief of Police:**
 Send notice to the department from which the tow originated 5 days prior to the auction with a copy of the newspaper legal notice: \$49.85.
- Affidavit of Sale Form:**
 Fill out when the car is sold at auction. This is self-explanatory. The original goes to the buyer of the car.
- RTA:** This Massachusetts Registry form needs to be completed if the vehicle will be registered or titled.
- Bill of Sale:** Customer gets an original bill of sale with Hampshire Towing letterhead.



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Notice of Superior Lien

Date: _____

RE: NOTICE TO THE INSURANCE COMPANIES AND KNOWN LIENHOLDERS OF THE VEHICLES LISTED BELOW

Please be advised that, pursuant to M.G.L. c. 255 §25 and/or M.G.L. c. 159B §6B, Pleasant Street Auto Body & Repair, Inc. dba Hampshire Towing, 650 New Ludlow Road, South Hadley, Massachusetts 01075

Year: _____ Make: _____ Model: _____

VIN: _____ VIN: _____

Policy / Claim #:

Insured: _____ Claimant: _____

Insurance Co: _____

Lien Holder: _____ D.O.L.: _____

Vehicle Owner: _____

PSA/HT has a lien for the inspection, reconditioning, repairing, towing, recovery (which includes property damage remediation), and storage of said motor vehicle. The invoice generated for this service is properly paid under the property damage, collision, and/or other provisions of the insured policy.

Pursuant to §25, you are hereby notified to name Pleasant Street Auto Body & Repair, Inc. 650 New Ludlow Road, South Hadley, Massachusetts 01075 on the check or draft issued by your company.

"In any instance where a lien arises under this section for charges due that are to be paid or reimbursed by an insurance company licensed in the Commonwealth, upon written notice by the holder of such lien to the insurance company, the check or draft issued by such insurance company for such charges shall name the holder of the lien, together with the holder of a security interest as defined by ARTICLE 9 of MGL chapter one hundred and six, as a loss payee, unless otherwise provided by law."

"The holder of a security interest that does not have priority over the lien established under this section shall be required to endorse any check or draft issued for payment of such charges by such insurance company over to the holder of such lien, whether or not such lien has then been released by the holder; provided, however, that the holder of a security interest other than the lien provided by this section, may, within two business days of notice of a request to endorse any such check require the owner of the vehicle to make said vehicle available for inspection at a time and place convenient to the owner and lienholder, to re-inspect the repaired vehicle, and, as a prerequisite for such endorsement, the holder of such security interest may require the holder of the lien established under this section to provide it with an itemized list of repairs and other services which it certifies, in writing, have been completed or provided, and a copy of any repair certification form required by law to be provided to the insurance company."

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September 13, 2003

To: All vehicle owners, insurance company employed and independent insurance adjusters, lawyers, & private investigators.

Re: Direction to Pay Form (DTP)

To Whom It May Concern:

In March of 1990, the Massachusetts Legislature enacted a change in MA General Laws Chapter 90, § 34-0. The third paragraph of that law states, *"An insurer shall not make a payment to an individual seeking to collect payment under the provisions of this section, unless the individual has presented a signed direction to pay, on a form described by the Commissioner for the loading, unloading, and storage of the damaged vehicle to the legally entitled certified carrier or garage-man. All payments to any such certified carrier or garage-man shall be made in accordance with the requirements of the completed work claim form as prescribed in this section."*

As you can see, this law has been in effect for several years. However, it has been my experience that this law is very difficult for towing companies to put into practice.

Effective Monday, December 1, 2003, ALL owners of vehicles that have been involved in an automobile accident whose vehicles are towed by us to our storage facilities will be **REQUIRED** to sign a direction to pay (DTP) form, directing the responsible insurance company to pay towing and storage charges directly to us. We will not discriminate between car owners that are insured and those that are claimants. ALL owners of ALL damaged vehicles will have to sign the DTP form **PRIOR** to the insurance appraisal. **NO EXCEPTIONS!**

We will not allow **ANYONE**, except for law enforcement, to inspect, investigate, or photograph an accident-damaged vehicle unless the DTP has been signed.

I am notifying you of this change in business policy with plenty of advanced notice to make the change goes smoothly for both of us. You will need to call us before coming to look at the vehicle to make sure the owner of the vehicle has signed a DTP and to make sure we still have the vehicle. We will do our best to get all owners of damaged vehicles to sign the DTP when they come into our office. If the owner of the vehicle has not signed a DTP, we will advise you of that fact. It is not our intention to make your job any more difficult than it already is. We are just trying to collect revenue that we are legally entitled to. We do not want your staff to make an unnecessary trip. That is why it is very important that your staff call about the status. All of this may seem objectionable at first, but once it becomes a habit it will all go smoothly.

Again, we are not trying to make your job more difficult, and we will endeavor to have the vehicle owner sign the DTP before you call to minimize any inconvenience on your part. If you have any questions or concerns, please feel free to give me a call, I would be happy to discuss this matter with you at (413) 534-5373.

Sincerely,
William E. Johnson, *Hampshire Towing*



THE JOHNSON GROUPS

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Complaint Policy:

Towing Division, Collision Center, Mechanical Shop, & Used Cars

If you have a complaint against Pleasant Street Auto Body & Repair Inc., dba Hampshire Towing, please submit a written complaint to the President/CEO, William E. Johnson, at the corporate office in South Hadley, MA.

Verbal complaints will not be accepted!

Complaints addressed to any other employee will not be recognized!

Complaints addressed to "Whom It May Concern" will not be recognized!

- **Towing Rates Public Authority:** The rates specific to the transportation of a motor vehicle that has been towed without the permission of the owner/operator, also called an "involuntary" tow, within the state. A police-ordered tow or trespass-tow are examples of "involuntary" tows. The maximum rates allowed for an involuntary tow are established by the Department of Public Utilities through 220 CMR Section 272.00. If the complaint is about a Public Authority Tow, you may also file a complaint with:

Massachusetts Department of Public Utilities (DPU)
Transportation Division
One South Station
Boston, MA 02110
Phone: (617) 305-3559 Fax: (617) 478-2598

- **Other Towing Issues:** Most ancillary charges, sub-contract charges, commercial plated vehicles, & customer requests are not regulated by the DPU. You may still send a letter of complaint to William E. Johnson, or you can contact:
The Insurance and Financial Services Division, who provides a specialized hotline **(888) 830-6277** and mediation service to consumers who are having difficulties with insurance and/or investments.
Commonwealth of Massachusetts
Division of Insurance
1000 Washington St, Suite 810
Boston, MA 02118-6200

Collision Center, Mechanical Shop and Used Car Divisions: You may send a correspondence to the President/CEO, William E. Johnson (as stated above) or to:
Office of Consumer Affairs and Business Regulation
10 Park Plaza, Suite 5170
Boston, MA 02116 Phone: (617) 973-8700 Toll Free: (888) 283-3757

There may be other state agencies that may be able to help with additional issues. We at Pleasant Street Auto are truly committed to satisfying the consumer. Of course, if an issue cannot be resolved, there is always the legal system. The Collision Center is not a referral shop for any insurance company; we are truly looking out for your interests and we will educate you about your rights as it relates to Massachusetts rules and regulations under your auto policy.

In your written complaint, please include your name, company name (if applicable), the President/CEO or owner of the company, address, daytime phone number, best time to call, fax number (if available), and a complete description of the complaint. Also, please include all pertinent documents, including tow slips, invoices, bill of sale, claim forms, and/or correspondence relating to your complaint. Any memos /notes / emails etc., will help in the resolution process. If there is a monetary discrepancy, please indicate the line item, amount, and reason why it should not have been charged. Please list what Massachusetts General Law or Code of Massachusetts Regulation was violated and why.

As stated, you can send your written complaint by U.S. Mail:

William E. Johnson, President/CEO

Pleasant Street Auto

650 New Ludlow Road

South Hadley, MA 01075

Or fax to: (413) 536-6003

All complaints need to be signed under pains and penalty of perjury