

REQUEST FOR PROPOSALS FOR
Vehicle Recovery and Heavy Duty Towing Services

RFP No. 21-07

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PART I

GENERAL INFORMATION TO OFFERORS

SUMMARY	
When:	Proposals must be submitted by Wednesday, May 12, 2021 no later than 2:00 PM.
Where:	Philadelphia Parking Authority Attention: Mary Wheeler, Manager Contract Administration 701 Market Street, Suite 5400 Philadelphia, PA 19106
How:	Proposals must be delivered by emailing one pdf file that is password protected to Mary Wheeler, mwheeler@philapark.org by Wednesday, May 12, 2021 no later than 2:00 PM. The subject line of the e-mail must be "RFP No. 21-07 Vehicle Recovery and Heavy Duty Towing Services." A hard copy will also be required and will be accepted after the due date as long as the proposal is received via email prior to May 12, 2021 at 2:00 PM.
Mandatory Pre-Proposal Meeting	<p>A mandatory virtual Pre-Bid Meeting will be held on Monday, April 19, 2021 at 11:00 AM via GoToMeeting. See in formation below:</p> <p>Pre-Bid/Pre-Proposal Meeting</p> <p>Please join my meeting from your computer, tablet or smartphone. https://global.gotomeeting.com/join/763758101</p> <p>You can also dial in using your phone. United States (Toll Free): 1 866 899 4679 United States: +1 (312) 757-3117</p> <p>Access Code: 763-758-101</p> <p>New to GoToMeeting? Get the app now and be ready when your first meeting starts: https://global.gotomeeting.com/install/763758101</p> <p>Offerors must be in attendance at this meeting to be considered an eligible Offeror.</p> <p>Prospective Offerors who are having technical difficulties attending the meeting should contact Shannon Stewart for assistance, 215.837.9025.</p> <p>Please complete the Offeror Registration Form prior to the meeting.</p>

I-1. Introduction.

This Request for Proposals (“RFP”) is being issued by the Philadelphia Parking Authority, (“Authority”), a body corporate and politic created under the laws of the Commonwealth of Pennsylvania in accordance with the Act of June 19, 2001, P.L. 287, No. 22, 53 Pd. C.S. § 5501 et seq. as amended, known as the “Parking Authority Law”. The Authority seeks to procure vehicle recovery and heavy duty towing services under a non-exclusive three (3) year contract with the option for two (2) one (1) year extensions. As a Request for Proposals, this is not an invitation to bid and although price is important, other pertinent factors will be taken into consideration.

I-2. Mission Statement.

The mission of the Philadelphia Parking Authority is to contribute to the economic vitality of Philadelphia and the surrounding region by effectively managing and providing convenient parking on the street, at the airport, and in garages and lots; effectively operating a system of red-light camera enforcement; regulating taxicabs, limousines and transportation network companies; and other transportation-related activities.

A number of customer-focused actions flow from the PPA mission:

- Improving cooperation and planning with PPA stakeholders, including state and local transportation partners,
- Implementing cutting-edge technology to improve the customer experience and enhance overall management and agency efficiency,
- Emphasizing employee training on industry best practices,
- Maximizing transparency in hiring and procurement,
- Implementing on-street parking management policies that address neighborhood needs throughout the City,
- Encouraging reasonably priced off-street parking through rate setting policies at seven PPA Center City facilities,
- Maintaining and improving neighborhood parking lots to address both residential and commercial demand,
- Providing leadership in partnering with private and public hospitality and tourism entities to enhance the visitor experience,
- Applying the latest technology for a superior customer experience at the parking facilities at Philadelphia International Airport in support of this important regional economic engine,
- Encouraging safe, clean, reliable taxicab, limousine and transportation network company service through sound regulations and consistent enforcement,
- Improving vehicle and pedestrian safety in targeted intersections through automated red light enforcement,
- Applying latest technology and continuing staff development to provide the highest quality public service with maximum efficiency.

I-3. Procurement Questions.

Prospective Offerors are encouraged to submit questions concerning the RFP in writing no later than 2:00 PM on Monday, May 3, 2021. Questions concerning this RFP are to be submitted via email to Mary Wheeler at mwheeler@philapark.org with “RFP No. 21-07 Vehicle Recovery and Heavy Duty Towing Services” listed in the subject line. Only questions submitted in writing will be addressed. The Authority will answer all questions in writing to all qualified Offerors. Any furnished answers will not be official until they have been verified, in writing, by the Authority. The Authority shall not be bound by any verbal information nor shall it be bound by any written information that is not either contained within the RFP or formally issued as an addendum by the Authority. The Authority does not consider questions to be a protest of the Work Statement or of the solicitation.

I-4. Clarification of Instructions.

Should the prospective Offeror find a discrepancy in or an omission from the Work Statement or any part of this RFP, or should he or she be in doubt as to the meaning of any term contained therein, the Offeror shall notify Mary Wheeler, Manager of Contract Administration via email at mwheeler@philapark.org prior to the question deadline. All questions and clarification requests will be responded to via written addendum that will be emailed to all registered Offerors. Addenda will also be posted to the Authority’s website, www.philapark.org.

I-5. Restrictions of Contact.

From the issue date of this RFP until the Authority's Board approves the awarding of the contract, **Mary Wheeler is the sole point of contact concerning this RFP.** Any violation of this condition by an Offeror may result in the Authority rejecting the offending Offeror's proposal. If the Authority later discovers that the Offeror has engaged in any violations of this condition, the Authority may reject the offending Offeror's proposal or rescind its award. Offerors must agree not to distribute any part of their proposals beyond the Authority. An Offeror who shares information contained in its proposal with other Authority personnel and/or competing Offeror personnel may be disqualified.

I-6. Proposal Conditions.

Sealed proposals must be received in the office of the Philadelphia Parking Authority, addressed to Mary Wheeler, 701 Market Street, Suite 5400, Philadelphia, PA 19106, by Wednesday, May 12, 2021 no later than 2:00 PM. Each Offeror shall submit to the Authority the information and forms required, which forms and information shall become the property of the Authority and will not be returned to Offerors, unless a written request to withdraw is received prior to the opening of proposals. Failure to attach documents required for submittal at the time of submittal will result in the offer being rejected.

I-7. Small and Small Diverse Business Requirements.

The Authority is continually looking for opportunities available for growth and advancement among small and small diverse business through contracts to provide products, services or construction to the Authority. Offerors shall identify their status as a small and diverse business by completing the Small and Small Diverse Business Participation Submittal form included in the Proposal Form along with a copy of their Small Business Procurement Initiative certificate issued from the Pennsylvania Department of General Services. Offerors may self-certify at:

<http://www.dgs.pa.gov/Businesses/Small%20Business%20Contracting%20Program/Pages/default.aspx>,

<http://www.dgs.pa.gov/Businesses/Small%20Diverse%20Business%20Program/Small-Diverse-Business-Verification/Pages/default.aspx>.

I-8. Signatures Required.

The proposals *must* be signed in all spaces where signatures are required. In cases of corporation, the signature must be that of a duly authorized officer of the corporation and officer's title must be stated. In cases of partnerships, the signature of a general partner must follow the firm name, using the term "On Behalf of the General Partner." In cases of an individual use the term "dba" (Company Name) or as sole owner.

I-9. Instructions for Affidavit of Non-Collusion.

1. The Non-Collusion Affidavit is material to any contract awarded through a public solicitation.
2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the offeror who makes the final decision on terms and prices identified in the proposal.
3. Bid rigging or collusion and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit below should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the offeror with responsibilities for the preparation, approval or submission of the proposal.
4. In the case of a proposal submitted by a joint venture, each party to the venture must be identified in the proposal documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term "complementary proposal" as used in the Affidavit has the meaning commonly associated with that term in the request for proposal process, and includes the knowing submission of proposals higher than the proposal of another firm, any intentionally high or noncompetitive proposal, and any other

form of proposal submitted for the purpose of giving a false appearance of competition.

6. Failure to file and attach an Affidavit in compliance with these instructions will result in disqualification of the proposal.

I-10. Insurance Requirements.

The successful Offeror will be required to submit Insurance Coverage as outlined in *Appendix C*. Offerors must submit with their proposal a sample certificate of insurance from a recent project that meets the requirements. If you do not currently carry the level of insurance that is required you must submit a letter from your insurance company indicating that they will provide the required insurances as outlined in this RFP if awarded a contract. **Insurance requirements will not be negotiated after the proposal due date.**

Contractor must have and maintain appropriate insurance to cover any damage done to any vehicle being serviced under this contract. Said insurance shall include but not be limited to any damage done during retrieval, hauling/towing, removal of drive shafts, unloading and splitting of loads.

I-11. Executed Contract Required.

By submitting a proposal in response to this RFP the Offeror agrees that the Authority will not be bound to any contract, performance or payment obligation until the Authority's Board votes to award a contract to the successful Offeror and the Authority's Executive Director signs the written contract.

I-12. Contract Negotiation.

If successful, this procurement process will result in the presentation of a completed final-form contract to the Authority's Board for approval at a public meeting. To advance that goal a sample contract is included as *Appendix B*. Please review the sample contract carefully. Any exceptions or requested changes to the contract **must be clearly noted in the proposal (Tab I)** in order to be considered.

Exceptions or requested changes to the sample contract will be considered a **part of the response**. Exceptions or requested changes to the sample contract should be made with great care. The Authority may reject all or some of those changes or exceptions, in its sole discretion.

I-13. Business Licenses:

The proposal should include the Offeror's Philadelphia Commercial Activity License (formerly Business Privilege License) number and the Offeror's Federal Tax ID number if the Offeror is seeking representation of the Authority in Philadelphia. If the Offeror does not currently have a Philadelphia Commercial Activity License, it must obtain one no later than five business days after the Board awards the contract. If the Offeror does not believe that it needs a Philadelphia Activity License, an explanation with references to statute and/or the Philadelphia Code should be included with the proposal.

I-14. Rejection or Acceptance of Proposals.

An Evaluation Committee comprised of Authority employees will review all proposals. Discussions may be conducted with responsible Offerors for the purpose of clarification and of obtaining best and final offers. Responsible offers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Offerors.

The responsible Offeror(s) whose proposal is determined in writing to be the most advantageous to the Authority, taking into consideration price and all evaluation factors, shall be selected for contract negotiation. In the event the negotiations reveal that the proposal selected for negotiation is not the most advantageous or the Offeror selected for negotiation defaults or withdraws from negotiation, the Evaluation Committee may select another proposal then determined to be the most advantageous to the Authority, taking into consideration price and all evaluation factors, for contract negotiation. The Authority may cancel the RFP and reject all proposals at any time prior to award by the Board.

The Authority reserves the right to waive any irregularities in the completion of the forms and papers enclosed in this schedule; to accept or reject any or all proposals; to re-advertise for proposals if desired, and to accept any proposal which, in the judgment of the Authority, will be in the Authority's best interest.

Any form which is required to be submitted and which is incomplete, conditional, obscure, contains additions not called for and not approved by the Authority, or which contains irregularities of any kind, may be cause for rejection of the proposal, in the sole discretion of the Authority. At any time up to the hour and date set for opening of proposals, an Offeror may withdraw its proposal. Such withdrawal must be in writing and sent to the Authority at the address set forth herein by a nationally recognized overnight courier service, certified mail, return receipt requested, or delivered in person. Such withdrawal shall be effective only upon receipt by the Authority evidenced by written confirmation of such receipt and will preclude the submission of another proposal by such Offeror. After the scheduled time for opening of proposals, no Offeror will be permitted to withdraw their proposal, and each Offeror hereby agrees that their proposal shall remain firm for the contract period. A proposal made and opened may be withdrawn with the written permission of the Authority, if the Authority determines in its sole discretion that the proposal is inconsistent with the best interest of the Authority.

I-15. Unacceptable Proposals.

No proposal will be accepted from or selection made of any person, firm or corporation that is in arrears or in default to the Authority upon any debt or contract, or whose insurer or banking institution is in default as surety or otherwise upon any obligation to the Authority, or has failed in the sole opinion of the Authority to faithfully perform any previous contract with the Authority.

I-16. Subcontracting.

In the event that a Contractor may need to subcontract a portion of work, such as cleaning of debris on the highway, Contractor must identify any equipment or part of the contract that would need to be subcontracted.

I-17. Notification of Offeror Selection.

The Authority will study and evaluate all proposals which are received in accordance with the instructions set forth in the proposal package and may select an Offeror or multiple Offerors and notify all other Offerors of the selection within sixty (60) days after the date the proposals are opened. Such notice shall be in writing and mailed to the address furnished by each respective Offeror in the Transmittal Letter. The selected Offeror(s) shall not start the performance of any work prior to the effective date of the Contract and the Authority shall not be liable to pay the selected Offeror for any service or work performed or expenses incurred before the effective date of the Contract. Costs incurred by the Offeror in the preparation of the proposal or during any review or negotiations shall be born exclusively by the Offeror.

I-18. Standard Practices.

All work performed under the contract shall be subject to inspection and final approval by the Authority, through the Executive Director or his designee.

I-19. Document Disclosure.

While documents exchanged by or with the Authority or its agents during this process may be protected from public release by certain terms of Pennsylvania's Right to Know Law (65 P.S. §§67.101–67.3104), Pennsylvania's Procurement Code, or other laws, many documents may not be protected. All Offerors are advised to seek counsel or otherwise educate themselves regarding open records laws and regulations in Pennsylvania.

I-20. Statement of No Proposal.

All Prospective Offerors that do not intend to submit a proposal are asked to complete the Proposal Decline Form enclosed in the proposal documents. This document must be emailed to the attention of Mary Wheeler, Manager of Contract Administration at mwheeler@philapark.org. Specific comments and observations are encouraged.

I-21. Shipping and Delivery.

The Offeror will be responsible for all shipping and delivery costs of the specified items required to support the proposal.

PART II

INFORMATION REQUIRED FROM OFFERORS

II-1. Proposal Format.

All proposals submitted must conform to the following format requirements. A transmittal letter signed by a person authorized to engage the Offeror in a contract must be included in your proposal. Proposals must be submitted on letter size (8 ½" x 11") paper. The point size font for text must be 10 to 12, and 6 to 8 for exhibits. All documents must contain a one-inch margin. For exhibits, 11x17 paper is acceptable. An electronic version of the Proposal Form can be provided to all prospective Offerors upon request. Forms that are altered by the offeror may be grounds for rejection of the Offerors response.

The tab requirements are as follows:

- Tab A - Transmittal Letter
- Tab B - Qualifications and Experience
- Tab C - References
- Tab D - Proposal Form
- Tab E - Technical Response
- Tab F - Licenses & Certificates
- Tab G - Equipment List
- Tab H - Insurance Requirements
- Tab I - Proposed Amendments to Contract
- Tab J - Financial Statements

II-2. Transmittal Letter (Tab A).

Offerors shall submit a cover letter, signed by an authorized principal or agent of the company, which provides an overview of the Offeror's proposal, as well as the name, title, email address and phone number of the person to whom the Authority may direct questions concerning the proposal. Offeror must identify the primary and secondary contacts for invoice inquires and correspondence if a contract is awarded. Include a statement by the Offeror accepting all terms and conditions contained in this RFP, signed by an officer or individual with authority to bind the firm.

II-3. Qualifications and Experience (Tab B).

Offerors are to provide a summary of their experience providing the services as described in the Work Statement. Offeror must have a minimum of five (5) years of experience in vehicle recovery and heavy towing services. Identify a dedicated staff members and a qualified substitute to represent the company for the entire term of contract. Include resumes, work history, years in current position and relevant experience with similar projects.

II-4. References (Tab C).

A minimum of three (3) references, to whom similar services were provided within the last 3 years. The client references must include the name of the organization, address, email address, telephone number, individual contact person, the dates services were performed and a description of the services provided.

II-5. Proposal Form (Tab D).

The proposal form attached as *Appendix A* must be submitted in its entirety (with the exception of the Proposal Decline Form). All signature lines must be executed.

II-6. Technical Response - (Tab E).

Briefly describe in narrative form your technical plan for accomplishing the work detailed in this RFP relating to vehicle recovery and heavy duty towing services. Use the Work Statement located in Part IV of the RFP as your reference point. Include any services that will be performed by a subcontractor.

II-7. Licenses & Certificates – (Tab F)

Provide a valid Towing License from the City of Philadelphia and a list of all vehicles registered under the license. Provide a valid Hazardous Materials License from the City of Philadelphia.

II-8. Equipment – (Tab G)

Provide a list of all the equipment that the Offeror owns and that will be used to perform the work detailed in the Work Statement.

II-9. Insurance Requirements (Tab H).

The successful Offeror will be required to submit Insurance Coverage as outlined in *Appendix C*. Offeror's must submit with their proposal a sample certificate of insurance from a recent project that meets the requirements. If you do not currently carry the level of insurance that is required you must submit a letter from your insurance company indicating that they will provide the required insurances as outlined in this RFP if awarded a contract. **Insurance requirements will not be negotiated after the proposal due date.**

II-10. Proposed Amendments to Contract (Tab I).

If successful, this procurement process will result in the presentation of a completed final-form contract to the Authority's Board for approval at a public meeting. To advance that goal a sample contract is included for review as *Appendix B*. Please review the sample contract carefully. Any exceptions or requested changes to the contract **must be clearly noted in the proposal** in order to be considered.

II-11. Financial Statements (Tab J).

Offeror must provide complete financial statements for the last three years, which have been audited or reviewed by an independent Certified Public Accountant who is not an employee of the Offeror. Complete financial statements must include, at a minimum, a balance sheet, income statement, reconciliation of equity, and a cash flow statement. Offeror may only submit one copy of their financial statements either with the original proposal or in a separate envelope marked "confidential".

Provide a summary and the status of any current or ongoing legal actions, suits, proceedings, claims or investigations pending with any governmental agency with which the Offeror has had or currently has a contractual relationship. The existence of any such pending actions, suits, proceedings, claims or investigations may be a factor considered by the Authority in determining which Offeror should be awarded that contract but will not automatically disqualify the Offeror from consideration. Should there be no legal actions, suits, proceedings, claims or investigations pending with any governmental agency with which the Offeror has had or currently has a contractual relationship, a statement to that effect will be included.

PART III

CRITERIA FOR SELECTION

III-1. Mandatory Responsiveness Requirements. To be eligible for selection, a proposal shall be (a) submitted by an Offeror who was represented at the mandatory pre-proposal meeting; (b) timely received from an Offeror; (c) properly signed by the Offeror.

III-2. Technical Nonconforming Proposals. The three (3) Mandatory Responsiveness Requirements set forth in Section III-1 above are the only RFP requirements that the Authority will consider to be non-waivable. The Authority reserves the right, in its sole discretion, to waive any other technical or immaterial nonconformities in the proposal, allow the Offeror to cure the nonconformity, or consider the nonconformity in the evaluation of the proposal.

III-3. Proposal Evaluation. Proposals will be reviewed, evaluated and rated by an Evaluation Committee consisting of Authority employees. The Authority will select the most highly qualified Offeror or the Offeror whose proposal is determined to be most advantageous to the Authority as determined by the criteria listed below.

During the evaluation process, the Authority may require an Offeror to answer questions with regard to the proposal and/or require certain Offerors to make formal presentation to the Evaluation Committee.

III-4. Evaluation Criteria. The Authority determined that it is not advantageous for it to use a bidding process in order to secure the services of detailed in this RFP because it wished to consider criteria other than price in the award process, in particular, the Offeror's qualifications and experience.

Proposals will be evaluated consistent with the requirements of this RFP and determine the most responsive Offerors as follows:

- | | |
|---|--------------------|
| a. Responsiveness of the proposal to the submission requirements set forth in the RFP. | Weight: 5% |
| b. Qualification and experience of the Offeror with regard to the Work Statement outlined in the RFP. The technical ability and capacity of the Offeror to meet the terms of the contract as evidenced by technical response, financial capacity and past performance of work with the Authority. | Weight: 35% |
| c. Reference feedback | Weight: 10% |
| d. Equipment Owned | Weight: 40% |
| e. Small and Small Diverse Business participation. | Weight: 10% |

PART IV

WORK STATEMENT

IV-1. Objectives

A. General. The Philadelphia Parking Authority (“Authority”) is seeking heavy duty towing and vehicle recovery services from qualified vendors authorized to do business in the State of Pennsylvania. The selected Offeror(s) will act as an agent for the Authority while performing motor vehicle recovery and towing operations for vehicles to be impounded by the Authority, Pennsylvania State Police and/or the City of Philadelphia pursuant to all state laws and local ordinances and rules and regulations of the First Judicial District of Pennsylvania. The selected contractor(s) will perform high quality services in the most cost effective manner utilizing personnel, which possess the appropriate commercial driver’s licenses and endorsement, and equipment which is clearly marked with the Company name and/or logo at the level of competence required relative to the nature of the work.

The Authority is empowered to provide for the operation, regulation, and maintenance of parking throughout the City of Philadelphia. The Authority currently tows 45,000 vehicles a year. Through City and State Ordinances as well as Memorandums of Understanding, the Authority has been designated as the party responsible for certain recovery, towing, impounding, and auctioning services.

Towing will be done in accordance with PA Title 75 6309(a), PA Title 75 6309.1(b), PA Title 75 6309.2(a), Philadelphia Codes Title 12-2403(1)(c), 12-2405(1)(a), 12-2405(1)(b) and in accordance to the MOU (Memorandum of Understanding, attached as Appendix D) between the Authority and the Pennsylvania State Police.

Offerors will agree the Authority’s tow fees and miscellaneous fees detailed in Appendix E. Such tow fees are set by the Authority and can be subject to change based on ordinance and/or an increase in the City of Philadelphia’s parking tax. The fees listed in Appendix E are not the actual fees collected by the Authority.

B. Specific.

1. Contractor will be a designated tow agent for the Authority and will tow vehicles from all streets and highways within the City of Philadelphia.
2. Contractor must be able to provide services twenty-four (24) hours a day, seven (7) days a week, three hundred sixty five (365) days a year.
3. Contractor must agree to the list of miscellaneous fees regarding recovery of vehicles which are of industry standard as detailed in Appendix E. If chosen, such fees would remain in effect for the duration of the contract.
4. Contractor must have a valid Towing License to operate in the City of Philadelphia and all vehicles must be registered according to the City of Philadelphia’s Towing License requirements.
5. Contractor must have a valid Hazardous Materials License from the City of Philadelphia.
6. Contractor will conduct towing services as needed in connection with clearing motor vehicle accidents, impoundment of abandoned vehicles and enforcing certain motor vehicle traffic/parking violations. Contractor’s personnel responding to the Authority’s towing request are responsible for cleaning all accident-related debris and fluids at the scene. The scene must be swept clean.
7. Contractor’s duties will be to tow and deliver vehicles and/or other property to Authority Impoundment Lot locations:
 1. Lot 1 - 2501 S. Weccacoe Avenue Philadelphia, PA 19148
 2. Lot 6 -4601 Bath Street Philadelphia, PA 19137

3. Lot 7 -6801 Essington Avenue Philadelphia, PA 19153
4. Lot 9 -4101 N. Delaware Avenue Philadelphia, PA 19137
5. Lot 10 –6 E. Oregon Avenue Philadelphia, PA 19148

Lot locations are subject to change.

8. Vehicles to be towed will include but not limited to: cars, vans, 4x4 trucks, light duty trucks, medium duty trucks, heavy-duty trucks, off road equipment, fully loaded tractor trailers, motorcycles and heavy equipment.
9. Contractor must be able to perform heavy duty towing and recovery work when contacted by the Authority. The Contractor must respond within 25 minutes. Failure to adhere to the stated response time will be considered as nonperformance on part of the Contractor. Any changes in response time requirements can only be made in writing by the Authority. The Contractor will be responsible for meeting response times. Should the Contractor demonstrate a chronic pattern of poor response times, and response delays have a negative effect on the Authority's operations, and public safety, the Contractor may be penalized financially, and/or the Authority shall otherwise have the right to terminate the agreement(s) between the parties, subject to the terms of the agreement(s). It will be the Contractor's responsibility to have sufficient number of trucks available to perform Authority tows to insure that it achieves the response time requirements.
10. Contractor must provide assigned personnel with any and all equipment necessary to complete the required scope of work.
11. Contractor will be responsible for any work required to render a disabled vehicle suitable for towing such as retrieval, up righting, split loads, and removal of drive shafts. If drive shafts are removed they must be reinstalled upon arrival at destination.
12. Towing will be done for the following entities and may be done for the following towing reasons;

Philadelphia Police, Philadelphia Police Truck Enforcement:

Live Stops, Truck Immobilizations, Trucks involved in Accidents and certain trucks found in Violation of City Parking Violations.

Pennsylvania State Police:

Live Stops, Accident Tows, Safety Tows (breakdowns), Truck Immobilization, and Courtesy Tows (relocation of a vehicle).

No vehicle may be towed until the Authority has been notified of request.

13. Contractor must be able to provide towing services as needed in connection to conducting criminal investigations. Vehicles will be towed to the Pennsylvania State Police Barracks, Philadelphia Police Major Crimes Unit, Philadelphia Police Impound or other designated facilities. Such tows will not be charged to the Authority including instances where the vehicle is towed for a Live Stop.
14. Contractor must provide the Authority with an electronic invoice no later than 4 hours after the completion of a tow and/or recovery action. Invoices must include the following information:
 1. Date, dispatch time, arrival time and location of the tow
 2. Make, model and year of the vehicle towed
 3. Vehicle identification number
 4. License plate number and issuing state
 4. List of vehicles and/or equipment used
 5. Total cost of each tow, that includes itemized associated costs associated with the tow.
 6. Any future information required by the Authority.

Individual invoices must be transmitted electronically to the attention of designated employees within the Authority's Towing & Impoundment Department.

15. Contractor will bill citizens directly for recovery fees, when such work is performed on non-designated state highways and roadways. Such vehicle will not be released from impoundment until payment is made of provided services and confirmation of such is received by the Authority. The Authority may collect such fees on behalf of Contractor on Contractor's invoice. Contractor is responsible for any credit card fees that the Contractor collects on their behalf.
16. Contractor will receive payment from the Authority for towing and recovery fees upon an impounded vehicle's release. In the event a vehicle is not recovered from impoundment, it will be sold at public auto auction rendering the provided services unpayable to the Contractor.
17. In the event the Contractor is contacted directly to perform a tow and recovery, the Contractor is to contact the Authority so that the appropriate measures are taken with regards to the impoundment of the vehicle. The Contractor must contact the Authority's Communications Department at 215-683-9775. The impoundment of the vehicle to an Authority facility will be arranged with appropriate Authority personnel.
18. On a monthly basis, Contractor will supply the Authority with a report that will indicate all towing efforts for the prior month, the report will include but not limited to the following information, invoice number, date of service, itemized list of charges associated with each job, and total cost associated with job.
19. Contractor may list any available training for heavy duty towing and recovery services and the associated fees that can be offered for Authority personnel.
20. Contractor must perform criminal background checks, on any/all employees or prospective employees at the Contractor's expense. Criminal background checks for employees performing work, on behalf of the Contractor, at the request of the Authority must be kept on file by the Contractor, and provided to the Authority upon request.

The Contractor shall represent that all its drivers operating tow equipment possess a valid driver's license with a "CDL" endorsement as is applicable and required for the vehicles. The Contractor shall verify, quarterly, that the licenses of its personnel are valid and current. The Contractor shall keep such reports and records related to the verification at its place of business, and the Authority shall have the right to verify and inspect same.

The Contractor shall insure that its personnel will display patience, tact and courtesy when dealing with persons claiming ownership of towed vehicles. The Contractor shall not knowingly or negligently create situations that would cause unfavorable attitudes toward the Authority.

21. The contractor will be responsible for the proper disposal of any hazardous materials in accordance with all environmental laws and regulations. The Authority will not be held responsible.

PART V

CONTRACT TERMS AND CONDITIONS

V-1. Sample Contract. A sample contract is attached to this solicitation as *Appendix B*. Please review the sample contract carefully. Any exceptions or requested changes to the contract **must be clearly noted in the proposal (Tab I)** in order to be considered.

Exceptions or requested changes to the sample contract will be considered a part of the response. Exceptions or requested changes to the sample contract should be made with great care, because the number of changes made or the need for subsequent negotiations will factor into the scoring of the proposal.

The Authority's Contractor Integrity Provisions are attached to the proposed form of contract as Exhibit "A". Those Provisions apply to every Authority contractor and any party seeking to contract with the Authority. By submitting a proposal to this public procurement process the potential contractor agrees to comply with the Contractor Integrity Provisions.

V-2. Contract Term. The term of the contract shall commence upon award of a contract by the Authority's Board at a public meeting and execution of a contract by the Executive Director and shall end three years after with the option of two-one year renewals at the sole discretion of the Authority.

Appendix A
Proposal Form

**THE PHILADELPHIA PARKING AUTHORITY
701 MARKET STREET – SUITE 5400
PHILADELPHIA, PA 19106**

**RFP No. 21-07
VEHICLE RECOVERY AND HEAVY DUTY TOWING SERVICES
PROPOSAL FORM**

1. The undersigned submits this proposal in response to the above referenced RFP No. 21-07 Vehicle Recovery and Heavy Duty Towing Services, being familiar with and understanding the advertised notice of opportunity, General Information, Work Statement, Proposal Form, Affidavit of Non-Collusion, and Addenda if any (the "Proposal Documents"), as prepared by the Philadelphia Parking Authority and posted on the Authority's Internet website and on file in the office of the Authority at 701 Market Street, Suite 5400, Philadelphia, PA 19106. The party submitting a proposal is the "Offeror".
2. The Authority reserves the right to withdraw and cancel this RFP prior to opening or to reject any and all proposals after proposals are opened if in the best interest of the Authority, in the Authority's sole discretion. If the Authority accepts Offeror's offer, Offeror agrees to execute a contract memorializing the proposal's terms if the contract is delivered to Offeror within 60 days of the proposal opening date. This provision will not be interpreted to preclude the execution of a contract related to this proposal outside of that 60 day period.
3. Offeror acknowledges receipt of the following addenda:

Addendum	Date Received
_____	_____
_____	_____
_____	_____

4. The term of the contract shall commence upon award of a contract by the Authority's Board at a public meeting and execution of a contract by the Executive Director and shall end three years after with the option of two-one year renewals at the sole discretion of the Authority.

5. **Cost Proposal:** The undersigned Offeror agrees to the Authority's tow fees and miscellaneous fees outlined in Exhibit E or addenda issued.

Signature

Name
(Please Print)

Title

Date

6. **Requirement Statement:** The undersigned Offeror agrees to provide Vehicle Recovery and Heavy Duty Towing Services as specified in the Work Statement, any Addenda, if issued and the response submitted.

Signature

Name
(Please Print)

Title

Date

7. Offeror Signatures: Complete one section below.

If proposal is by a corporation, form must include the date and be signed here by (a) President or Vice President, and (b) Secretary, Assistant Secretary, Treasurer, Assistant Treasurer, or Officer and (c) a corporate seal must be affixed. If this form is not so signed, a corporate resolution authorizing form of execution must be attached to this proposal.

_____ Signature	_____ Signature
_____ Typed or Printed Name	_____ Typed or Printed Name
_____ Title	_____ Title
_____ Business Name of Bidder	
_____ Street Address	
_____ City/State/ZIP Code	
_____ Telephone Number	_____ Date

If proposal is by a business entity other than a corporation form must be dated and signed here:

_____ Authorized Signature	_____ Business Name of Bidder
_____ Typed or Printed Name	_____ Street Address
_____ Title	_____ City/State/ ZIP Code
_____ Date	_____ Telephone Number
_____ Type of Entity	

8. Affidavit of Non-Collusion:

State of: _____
County of: _____

RFP No. _____

I state that I am _____ (Title) of _____ (Name of my organization) and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this proposal and I have placed my signature below.

I state that:

(1) The price(s) and amount of this proposal have been arrived at independently and without consultation, communication or agreement with any other contractor, Offeror or potential Offeror.

(2) Neither the price(s) nor the amount of this proposal, and neither the terms nor the approximate price(s) nor approximate amount of this proposal, have been disclosed to any other firm or person who is a Offeror or potential Offeror, and they will not be disclosed before proposal opening.

(3) No attempt has been made or will be made to induce any firm or person to refrain from submitting a proposal in response to this Proposal, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.

(4) The proposal of my organization is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal. I have read, understand and will abide by the Authority's Contractor Integrity Provisions.

(5) _____ (my organization's name) its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that _____ (my organization's name) understands and acknowledges that the above representations are material and important and will be relied on by The Philadelphia Parking Authority when awarding the contract for which this proposal is submitted. I understand and my organization understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from The Philadelphia Parking Authority of the true facts relating to the submission of proposals / proposals for this contract.

Signature

Printed Name

SWORN TO AND SUBSCRIBED
BEFORE ME THIS ____ DAY
OF 20__

Notary Public
My Commission Expires: _____

9. Qualifications:

a. **Type of business:** Individually owned
Check one Partnership
Corporation
Other

b. **Number of employees:** Under 25
Check one Under 50
Under 100
Over 100

c. **If you have had previous contracts with the Authority, list date and product or service provided:**

i.

ii.

iii.

d. **Philadelphia Commercial Activities License Number:** _____

e. **Federal EIN Number:** _____

LIST OF SUBCONTRACTORS AND MATERIAL SUPPLIERS

(copy page as needed)

Undersigned agrees, if notified of the acceptance of this bid, that he will utilize the following material suppliers, for the following noted types of work. No substitutions shall be made in the employment of material suppliers without written approval from the Authority. The undersigned acknowledges that the Philadelphia Parking Authority reserves the right to reject any material suppliers listed below after bids are opened at no additional cost to Authority.

SUBCONTRACTOR OR MATERIAL SUPPLIER		
Name:		
Type of Work:		
Phone:	Phone:	
Address:		
City:	City:	City:
Union Affiliation (if any):		
Signature of Individual, Owner or Partner:		
Name and Title of Signer:		
Name of Firm:		
Date:		
SUBCONTRACTOR OR MATERIAL SUPPLIER		
Name:		
Type of Work:		
Phone:	E-mail:	
Address:		
City:	State:	ZIP Code:
Union Affiliation (if any):		
Signature of Individual, Owner or Partner:		
Name and Title of Signer:		
Name of Firm:		
Date:		

Philadelphia Parking Authority

SMALL AND SMALL DIVERSE BUSINESS PARTICIPATION SUBMITTAL

RFP Name and Number: _____

Offeror: _____

Contact Name: _____ Email: _____

OFFEROR INFORMATION:

Does the Offeror hold a Small Business Procurement Initiative certificate issued by the Pennsylvania Department of General Services? es No (MUST check one)

If yes, please identify each category that applies to your business:

1. _____.
2. _____.
3. _____.
4. _____.
5. _____.

The Offeror must attach a copy of their SBPI certificate. Offeror will be required to maintain their status as a certified Small and Small Diverse Business throughout the entire term of the contract.

MANAGER CONTRACT ADMINISTRATION
THE PHILADELPHIA PARKING AUTHORITY
701 MARKET STREET, SUITE 5400
PHILADELPHIA, PA 19106



Proposal Decline Form: RFP No. 21-07 Vehicle Recovery and Heavy Duty Towing Services

If you did not submit an offer to the Authority for this solicitation, please return this form immediately.

The undersigned contractor declines to submit an offer for this project.

Name: _____

- Requirements too "tight" (explain below)
- Unable to meet time period for responding to this Proposal
- We do not offer this product or service
- Our schedule would not permit us to perform
- Unable to complete Work Statement
- Unable to meet Insurance Requirements
- Work Statement unclear (explain below)
- Unable to meet Contract Requirements (explain below)
- Other (specify below)

Comments:

Upon completion of this form, please email the form to Mary Wheeler, Manager of Contract Administration at mwheeler@philapark.org.

Appendix B
Sample Contract

**SAMPLE AGREEMENT
FOR VEHICLE RECOVERY & HEAVY DUTY TOWING
BY AND BETWEEN
THE PHILADELPHIA PARKING AUTHORITY
AND _____**

Contract No. K-20-0075

THIS AGREEMENT effective as of the ____ day of _____, 2021 by and between **The Philadelphia Parking Authority**, an agency of the Commonwealth of Pennsylvania and a body corporate and politic, with its principal address at 701 Market Street, Suite 5400, Philadelphia, PA 19106 (the "**Authority**") and _____ with a registered address at _____, _____, _____ ("**Company**").

WITNESSETH:

WHEREAS, the Authority, a public body corporate and politic organized and existing under the Act of 2001, June 19, P.L. 287, No. 22, as amended;

WHEREAS, the Authority sought an agent to provide vehicle recovery and heavy duty towing services to support the Authority's duty to tow motor vehicles, combinations, and loads as directed by the State Police and/or City of Philadelphia through Request for Proposal No. 21-07 "Vehicle Recovery and Heavy Duty Towing" (hereinafter "RFP"), a true and correct copy of the RFP is attached hereto as Exhibit "B"; and

WHEREAS, upon review of Company's Proposal responding to the RFP submitted to the Authority on _____, ("Proposal") the Authority's Board voted at a public meeting to award this contract to Company.) A true and correct copy of the Proposal is attached hereto as Exhibit "C".

NOW, THEREFORE, in consideration of the covenants and conditions contained herein, intending to be legally bound, the parties hereto hereby agree as follows:

1. SCOPE OF SERVICES.

The Authority hereby engages and Company hereby agrees to provide services ("Services") as provided below:

A. To provide vehicle recovery and heavy duty towing services identified in Section _____ of the Proposal in the most cost effective manner utilizing personnel at the level of competence required relative to the nature of the work, and to follow all applicable federal, state, or local laws; and

B. To coordinate the fulfillment of this Agreement with the Authority's Project Manager for the implementation of the Services. The Authority's Project Manager shall be Nycole Macklin, Manager, Towing and Impoundment, who may be reached at 215-683-9555 or by e-mail at NMacklin@philapark.org. However, the parties agree that only the Authority's Board or Executive Director may consent to any alteration or amendment to this Agreement, and in each such case in writing.

C. To comply fully with all requirements and terms of this Agreement, the RFP and the Proposal.

2. **TERM.** The term of this Agreement shall commence on the date first written above and shall end 3 years thereafter, with 2 one-year Options to Renew at the sole discretion of the Authority, subject to the other provisions of this Agreement. The Authority shall provide 30 days written notice of its option to renew for each one-year term permitted by this Agreement. The term of this Agreement may not be extended beyond 5 years.

3. **CONSIDERATION AND PAYMENT.**

A. For the provisions of Services described herein, the Authority shall pay the Company in accordance with Section _____ of its _____(date) Proposal. Company agrees to accept such amounts resulting from the Services performed as the sole and full compensation for such Services.

B. Company shall invoice the Authority, with an electronic invoice, no later than 4 hours after the completion of a tow and/or recovery action. Upon submission of an invoice, Authority staff will review and approve the amount charged. Company will be paid for all Services that were collected by the Authority as detailed in Part IV, the Work Statement, of the RFP. All invoices shall be in form and substance acceptable to the Authority. All invoices shall be paid to Company within thirty (30) days of receipt by the Authority of acceptable invoices. No late fees, penalties, or interest may be assessed against the Authority for late payments. All invoices shall be submitted via email to the Project Manager. Company acknowledges that the Authority is not required to request any Services and there is no minimum monetary amount that the Authority is required to pay for Services provided during the Term of this Agreement.

C. At no time will Company be reimbursed for any administrative or overhead costs incurred by Company in fulfilling the terms of this agreement, including, but not limited to, any time, fees or expenses associated with Company's travel, fuel, lodging, food, or photocopying in connection with Company's Services without the advanced written approval of the Project Manager.

D. Company acknowledges that this Agreement is not an exclusive contract for services and that the Authority may enter into agreements with other vendors for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

4. **NO SOLICITATION/CONFLICTS OF INTEREST.**

A. Company does hereby warrant and represent that the laws of the Commonwealth of Pennsylvania have not been violated as they relate to the procurement or performance of this Agreement by any conduct, including payment or giving of any fee, commission, compensation, gift, gratuity or consideration of any kind, directly or indirectly to any Authority employee, officer or Company.

B. To the best of Company's knowledge, no Authority member or officer, and no employee of the Authority has any interest (whether contractual, non-contractual, financial or otherwise) in this transaction or in the business of Company. If such transaction comes to the knowledge of the Company at any time, a full and complete disclosure of such information shall be made to the Authority.

C. Company hereby acknowledges receipt and acceptance of the Authority's Contractor Integrity Provisions attached hereto as Exhibit "A". Company, for itself, its agents and employees agrees to adhere to the Contractor Integrity Provisions and understands that failure to do so may result in the cancellation of this contract and the reporting of any offending event for investigation.

5. **INABILITY OF COMPANY TO PERFORM.** The inability of Company to perform or provide the Services under this Agreement, for any reason, shall automatically terminate this Agreement, whereupon all liabilities or obligations for payment hereunder shall terminate as of the date of such termination.

6. **TERMINATION FOR CONVENIENCE OF AUTHORITY.** The Authority and Company agree that this Agreement may be terminated by the Authority with or without cause upon five (5) days' notice in writing by the Authority to Company. If the Agreement is terminated by the Authority, as provided herein, Company will be paid any compensation outstanding for the Services satisfactorily performed pursuant to Section 3 herein for the period prior to the date of termination. In such event, all memoranda, records, data, information and other documents prepared by Company shall become the property of the Authority and shall be forthwith delivered to the Authority. The payments to be made to Company hereunder are the Company's sole remedy and right with respect to termination under this paragraph.

7. **GENERAL TERMS AND CONDITIONS.**

A. Right to Know Law Provisions.

1. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL") applies to this Agreement.

2. If the Authority requires the assistance of the Company as to any request or other issue related to the RTKL in regard to this Agreement ("Requested Information"), it will notify the Company using the contact information provided in this Agreement. Upon written notification from the Authority that it requires the Company's assistance in responding to such a request under the RTKL the Company must:

i. Provide the Authority, within 5 days after receipt of written notification, with copies of any document or information in the Company's possession arising out of this Agreement that the Authority reasonably believes is Requested Information and may be a public record under the RTKL; and

ii. Provide such other assistance as the Authority may reasonably request, in order to comply with the RTKL with respect to this Agreement.

3. If the Company considers the Requested Information to be exempt from production under the RTKL, the Company must notify the Authority and provide, within 5 days of receiving the written notification, a written statement signed by a representative of the Company explaining why the requested material is exempt from public disclosure under the RTKL and identifying the specific provision of the RTKL that renders some or all of the Requested Information exempt from disclosure.

4. The Authority will rely upon the written statement from the Company in denying a RTKL request for the Requested Information unless the Authority determines that the Requested Information is clearly not protected from disclosures under the RTKL. In the event the Authority determines that the Requested Information is clearly not exempt from disclosure, the Company must provide the Requested Information to the Authority within 5 days of receipt of written notification of the Authority's determination.

5. The Authority will reimburse the Company for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

6. If the Company fails to provide the Requested Information as provided in paragraph No. 4. ("Company's Refusal") the party requesting the information may have the right to challenge that failure to disclose before the Pennsylvania Office of Open Records ("OOR") and potentially the courts. Company hereby understands and agrees that the Authority will not argue in favor of the Company's non-disclosure of the Requested Information and will inform the tribunal that it directed Company to produce such information.

7. In the event of administrative or legal proceedings, or both, related to Company's Refusal, the following will apply:

i. Company will defend the Authority, at its sole cost, before an agency or court as to any matter or claim related to Company's Refusal. Company will provide that defense through independent legal counsel agreed to in advance by the Authority, in its sole discretion.

ii. Company further agrees that it will indemnify and hold the Authority harmless for any damages, penalties, costs, detriment or harm that the Authority may incur as a result of the Company's failure to release Requested Information, including any statutory damages or order to pay any party's attorney's fees.

8. As between the parties, the Company agrees to waive all rights or remedies that may be available to it as a result of the Authority's disclosure of Requested Information pursuant to the RTKL.

9. The Company's duties relating to the RTKL are continuing duties that survive the expiration or termination of this Agreement and shall continue as long as the Company has Requested Information in its possession.

B. Force Majeure. Neither contracting party will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act of war or terrorism, riot, labor condition and governmental action) that was beyond the party's reasonable control.

C. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

D. Maintenance of Records. Regardless of the impact of the Right-to-Know Law, Company shall maintain all data, records, memoranda, statements of services rendered, correspondence and copies thereof, in adequate form, detail and arrangement, for the Authority's benefit for a minimum of three (3) years following the termination or expiration of this Agreement. Such information must be maintained in a secure and professionally reasonable manner. Thereafter, Company shall contact the Authority before disposing of any such materials and the Authority may direct that some or all of such materials be delivered to the Authority.

E. Assignment. This Agreement may not be transferred or assigned by Company without the prior written consent of the Authority which consent may be withheld in the sole discretion of the Authority, any transfer or assignment made without the prior written consent of the Authority shall be void.

F. Non-Discrimination. Company agrees to abide by all legal provisions regarding non-discrimination in hiring and contracting made applicable by federal, state and local laws.

G. Notices. Any legal notice or demand given by one party to the other under this Agreement shall be in writing and served by a delivery service, against written receipt or signed proof of delivery addressed to the other party at the address set forth above, unless a party shall have provided written notice to the other identifying a new address for notice. Notice to the Authority shall be labeled "c/o/ General Counsel". All notices shall be deemed given on the day after the notice was given to the courier or Postal service.

H. Captions. The captions in this Agreement are for convenience only and are not a part of this Agreement and do not in any way define, limit, describe or amplify the terms and provisions of this Agreement or the scope or intent thereof.

I. General Indemnity. Company shall be responsible for, and shall indemnify, defend, and hold harmless the Company and its Members, officers, employees, attorneys and agents (the "Indemnified Parties") from all claims, liabilities, damages, and costs including reasonable attorneys' fees, for bodily injury (including death and workers compensation claims) and damage to real or tangible personal property arising from or related to the negligence or other tortious acts, errors, and omissions of Company, its employees, or its subcontractors while engaged in performing the work of this Agreement or while present on the Authority's premises, and for breach of this Agreement regarding the use or nondisclosure of proprietary and confidential information where it is determined that Company is responsible for any use of such information not permitted by this Agreement. This indemnification obligation shall not be reduced in any way by any limitation on the amount or type of damages, compensation, or benefits payable by Company or its subcontractors under any employee benefit act including but not limited to Workers' Compensation Acts, Disability Benefits Acts, or other Employee Benefit Act.

J. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the matter covered by this Agreement. No other agreement, statement, representation, understanding or promise made by any party or by any employee, officer, or agent or any party, that is contained in this Agreement, shall be binding or valid. Any revisions, additions, and/or modifications of this Agreement must be set forth in writing and signed by all parties.

K. Exhibits and Interpretation. All Exhibits to this Agreement are hereby incorporated by reference as though set forth fully herein. The contracting parties acknowledge and agree that (i) each party reviewed and negotiated the terms and provisions of this Agreement and has contributed to it; and (ii) the rule of construction to the effect that any ambiguities are resolved against the drafting party shall not be employed in the interpretation of the Agreement, regardless of which party was generally responsible for the preparation of this Agreement.

L. Order of Precedence. In the event of an inconsistency between provisions of this Agreement, it shall be resolved by giving precedence in the following order: (1) the main body of this Agreement (not including Exhibits); (2) the RFP (Exhibit “B”), (3) the Company’s Proposal (Exhibit “C”) and (4) all other exhibits. It is Company’s responsibility to study this Agreement and to report at once in writing to the Authority any errors, inconsistencies, discrepancies, omissions or conflicts discovered between any provisions of the Agreement. Any work performed by the Company prior to receiving a written response from the Authority with respect to any alleged error, inconsistency, discrepancy, omission or conflict shall be at the Company’s own risk and expense.

M. Specific Proposals. It is understood that the Authority shall have the absolute discretion to accept, reject or modify any proposal or offer which Company may bring to the Authority’s attention during the term of this Agreement. The Authority may direct that Company suspend or modify any of its Services related to this Agreement at any time.

N. Independent Contractor. Company agrees that it, as well its employees, are independent contractors as to any Services provided and this Agreement is not intended to create any form of employment relationship.

O. Applicable Law and Venue. This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The parties hereto irrevocably consent to the exclusive jurisdiction of the First Judicial District of Pennsylvania, being the Philadelphia Court of Common Pleas and waiving any claim or defense that such forum is not convenient or proper. Company agrees that the Philadelphia Court of Common Pleas shall have *in personam* jurisdiction over it, and consents to service of process in any manner authorized by Pennsylvania law.

P. Ownership of Authority Materials. As between the parties, the Authority shall own and retain all right, title and interest in and to all Authority data, records, policies, statements, advertisements, programs, procedures, files, any and all Authority Provided Resources, such as, documents, or data provided by the Authority, including but not limited to the RFP, and all written summaries, findings and reports, and proposed policies and procedures produced by Company pursuant to this Agreement.

R. Ownership of Intellectual Property. The Authority shall retain all right, title, and interest in and to the Services, including all Intellectual Property rights in connection with the Services, including the Authority’s name, logos, trade secrets, trademarks, copyrights, and patents reproduced through the Services.

Q. Taxes.

1. Company hereby certifies that neither it, nor any of its parent or subsidiary entities, is delinquent or overdue in the payment of any tax or fee to the City or County of Philadelphia or the Commonwealth of Pennsylvania. Company also certifies that its Philadelphia Commercial Activity License No. is: [REDACTED]. Company further certifies that its Federal Tax ID. No. is: [REDACTED].

2. As an agency of the Commonwealth of Pennsylvania, and a local government agency, the Authority is exempt from the payment of state and local sales and use and other taxes on material, equipment or other personal property. Company agrees that the fees, prices or rates stated in this Agreement (1) do not include any state or local taxes, surcharges or fees on the Authority in connection with this transaction, and (2) do include all other applicable taxes for which Company is liable. In the event Company's performance under this Agreement creates a tax liability, such taxes, including but not limited to, real estate taxes, school taxes, use & occupancy taxes, and sales taxes shall be the sole obligation of Company, and Company shall maintain current accounts as to the payment of such taxes and be liable over to the Authority for any taxes assessed against the Authority as a result of Company's performance under this Agreement.

R. Insurance. Company agrees to provide the Authority the appropriate certificates of insurance in accordance with the Insurance Requirements of the RFP.

S. Waiver. No term or provision hereof shall be deemed waived by the parties unless such waiver or consent shall be in writing signed by both parties. No breach shall be excused unless it is in writing signed by the non-breaching party.

T. Prior Agreement. This Agreement supersedes and replaces any and all previous agreements between the parties.

U. Recitals. The Recitals set forth at the beginning of this Agreement are deemed incorporated herein, and the parties hereto represent they are true, accurate and correct.

V. Separation Clause. If any provision of this Agreement, or the application of any provision to any person or circumstances, is held invalid or unenforceable, the remainder of this Agreement and the application of such provision(s) to other persons or circumstances shall remain valid and enforceable.

IN WITNESS WHEREOF, and intending to be legally bound pursuant to the Uniform Written Obligations Act, 33 P.S. 6, the parties have set their hands and seals on the date first above written.

SIGNATURE PAGE TO FOLLOW

The Philadelphia Parking Authority

Attest: _____

Print Name: _____

Print Title: _____

Witness: _____

Print Name: _____

Print Title: _____

By: _____

Scott A. Petri
Executive Director

APPROVED AS TO FORM

By: _____

Office of General Counsel

Company name

By: _____

Print Name: _____

Print Title: _____

Exhibit “A”
Philadelphia Parking Authority
CONTRACTOR INTEGRITY PROVISIONS

CONTRACTOR INTEGRITY PROVISIONS

1. Definitions.

a. **Confidential Information** means information that is not public knowledge, or available to the public on request, disclosure of which would give an unfair, unethical, or illegal advantage to another desiring to contract with the Authority.

b. **Consent** means written permission signed by a duly authorized officer or employee of the Authority, provided that where the material facts have been disclosed, in writing, by prequalification, bid proposal, or contractual terms, the Authority shall be deemed to have consented by virtue of execution of this Contract.

c. **Contractor** means the individual or entity that has entered into this Contract with the Authority, including directors, officers, partners, managers, key employees, and owners of more than a 5% interest.

d. **Contractor Related Parties** means any affiliates of the Contractor and the Contractor's officers and directors.

e. **Financial interest** mean any financial interest in a legal entity engaged in business for profit which comprises more than 5% of the equity of the business or more than 5% of the assets of the economic interest in indebtedness

f. **Gift** means any conveyance of anything of value, including cash, a gratuity (tip), favor, entertainment (including tickets to sporting events), travel, food, drink, a loan, employment or services.

2. The Contractor shall maintain the highest standards of integrity in the performance of this Contract and shall take no action in violation of state or federal laws, regulations, or other requirements that govern contracting with the Authority, including these Contractor Integrity Provisions.

3. The Contractor shall not disclose to others any confidential information gained by virtue of this Contract.

4. Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not, in connection with this or any other agreement with the Authority, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit or gift on anyone, for any reason, including as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any officer or employee of the Authority.

5. Contractor confirms that no Authority officer or employee holds a financial interest in Contractor.

6. Contractor shall have no financial interest with or in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial

interest is disclosed to the Authority in writing and the Authority consents to Contractor's financial interest prior to the Authority's execution of the contract. Contractor shall disclose the financial interest to the Authority at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.

7. When Contractor has reason to believe that any breach of ethical standards as set forth in law or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by an Authority officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Authority contracting officer or the Authority's Office General Counsel in writing.

8. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof.

9. Contractor agrees to reimburse the Authority for the reasonable costs of investigation incurred by the Authority's Office of General Counsel, or its designee, for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Authority that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

10. Contractor shall cooperate with the Authority's Office of General Counsel, or its designee, in its investigation of any alleged officer or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an investigator, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Authority's designated investigator to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Authority and any such subcontractor, and no third party beneficiaries shall be created thereby.

11. For violation of any of these Contractor Integrity Provisions the Authority may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business

with the Authority. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

12. Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:

- a) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
- b) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
- c) had any business license or professional license suspended or revoked;
- d) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
- e) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Authority will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Authority in writing if at any time during the term of the contract it becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor acknowledges that the Authority may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

Exhibit “B”
RFP

**Exhibit “C”
Proposal**

Appendix C

Insurance Requirements

THE PHILADELPHIA PARKING AUTHORITY
INSURANCE REQUIREMENTS – RFP 21-07
HEAVY DUTY MOTOR VEHICLE TOWING & RECOVERY 2021

Prior to commencement of the contract and until completion of work, **Vendor** shall, at its sole expense, maintain the following insurance on its own behalf, with an insurance company or companies having an A.M. Best Rating of “A-: Class VII” or better, and furnish to The Philadelphia Parking Authority (PPA) Certificates of Insurance evidencing same. Coverage must be written on an “occurrence” basis (exception – professional and environmental/pollution liability may be written on a “claims-made basis) and shall be maintained without interruption through the entire period of this agreement.

1. Workers Compensation and Employers Liability: in the State in which the work is to be performed and elsewhere as may be required and shall include, where applicable, U.S. Longshoremen’s and Harbor Workers’ Coverage.
 - a) Workers’ Compensation Coverage: Statutory Requirements
 - b) Employers Liability Limits not less than:

Bodily Injury by Accident:	\$500,000 Each Accident
Bodily Injury by Disease:	\$500,000 Each Employee
Bodily Injury by Disease:	\$500,000 Policy Limit

2. Commercial General Liability: including Premises-Operations, Independent Contractors, Products/Completed Operation, Broad Form Property Damage, Contractual Liability (including Liability for Employee Injury assumed under a Contract), and Personal Injury Coverage.
 - a) Occurrence Form with the following limits:

(1) General Aggregate:	\$2,000,000
(2) Products/Completed Operations Aggregate:	\$1,000,000
(3) Each Occurrence:	\$1,000,000
(4) Personal and Advertising Injury:	\$1,000,000
(5) Fire Damage (any one fire):	\$ 50,000
(6) Medical Expense (any one person):	\$ 5,000
 - b) General Aggregate must apply on a Per Location Basis, as applicable.
 - c) Owner must be named as additional insured as shown in requirement #8.

3. Automobile Liability: (Note: if no owned vehicles, show at least hired and non-owned coverage)
 - a) Coverage to include:
 - (1) All Owned, Hired and Non-Owned Vehicles
 - (2) Contractual Liability Coverage (including Liability for Employee Injury assumed under a Contract)
 - b) Per Accident Combined Single Limit: \$1,000,000
 - c) Owner must be named as additional insured as shown in requirement #8.

4. Garagekeepers Liability: Evidence of Comprehensive and Collision coverages for the duration of time when Authority vehicles are in **Vendor’s** care, custody, or control. (Note: it is acceptable if this is included in **Vendor’s** Auto policy).

5. Excess / Umbrella Liability Insurance with a minimum acceptable limit of coverage of \$5,000,000 per occurrence and aggregate. Such coverage shall be excess of the general liability insurance, business auto liability insurance, and employers liability as required by this contract. Owner must be named as additional insured as shown in requirement #8.

6. Deductibles or Self Insured Retentions: **Vendor** is responsible to pay any and all deductibles and/or self-insured retentions that may apply to the required insurance.

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7. Financial Rating of Insurance Companies:
 - a) A.M. Best Rating: A – (Excellent) or Higher
 - b) A.M. Best Financial Size Category: Class VII or Higher

8. The Philadelphia Parking Authority, The City of Philadelphia, The Commonwealth of Pennsylvania its agents, employees, representatives, officers and directors individually and collectively, shall be added as ADDITIONAL INSURED on the policies as noted above. **Vendor's** coverage shall be primary and noncontributory to any other coverage available to the Philadelphia Parking Authority, including, without limitation, coverage maintained by the Philadelphia Parking Authority wherein the Philadelphia Parking Authority is named insured, and that no act of omission shall invalidate the coverage.

9. It is agreed that **Vendor's** insurance will not be cancelled, materially changed or non-renewed without at least thirty (30) days written notice to The Philadelphia Parking Authority, 701 Market Street, Suite 5400, Philadelphia, PA 19106, by Certified Mail-Return Receipt Requested.

10. Waiver of Rights of Recovery and Waiver of Rights of Subrogation:
 - a) **Vendor** waives all rights of recovery against The Philadelphia Parking Authority and all additional Insureds for loss or damage covered by any of the insurance maintained by **Vendor** pursuant to this Contract.
 - b) **Vendor** and its respective insurance carriers hereby waive all rights of subrogation against The Philadelphia Parking Authority and all additional insureds for loss or damage covered by any of the insurance maintained by **Vendor** Pursuant to this contract.
 - c) If any of the policies of insurance required under this Contract require an endorsement to provide for the waiver of subrogation set forth in (b) above, then the named insured's of such policies will cause them to be endorsed.

11. The amount of insurance provided in the aforementioned insurance coverages, shall not be construed to be a limitation of the liability on the part of the **Vendor**.

12. Any type of insurance or any increase in limits of liability not described above which the Authority requires for its own protection or on account of statute shall be its own responsibility and at its own expense.

13. The carrying of insurance shall in no way be interpreted as relieving **Vendor** of any responsibility or liability under the contract.

14. Prior to the commencement of work or use of premises, **Vendor** shall file Certificates of Insurance with The Philadelphia Parking Authority, which shall be subject to The Philadelphia Parking Authority's approval of adequacy of protection and the satisfactory character of the insurer. The Certificates of Insurance should be mailed within five days of receipt of these insurance requirements to The Philadelphia Parking Authority, 701 Market Street, Suite 5400, Philadelphia, PA 19106, regardless of when your work will start. **Project description and Job Number must be shown on the Certificate of Insurance.**

In the event of a failure of **Vendor** to furnish and maintain said insurance and to furnish satisfactory evidence thereof, The Philadelphia Parking Authority shall have the right (but not the obligation) to take out and maintain the same for all parties on behalf of **Vendor** who agrees to

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furnish all necessary information thereof and to pay the cost thereof to The Philadelphia Parking Authority immediately upon presentation of an invoice.

15. Failure of **Vendor** to obtain and maintain the required insurance shall constitute a breach of contract and **Vendor** will be liable to the Philadelphia Parking Authority for any and all cost, liabilities, damages, and penalties (including attorney's fees, court, and settlement expenses) resulting from such breach, unless the Philadelphia Parking Authority provides **Vendor** with a written waiver of the specific insurance requirement.
16. None of the requirements contained herein as to the types, limits, or PPA's approval of insurance coverage to be maintained by **Vendor** are intended to and shall not in any manner, limit, qualify, or quantify the liabilities and obligations assumed by **Vendor** under the Contract Documents, any other agreement with the PPA, or otherwise provided by law.
17. If work involves subcontractors, **Vendor** shall require all subcontractors (of every tier) to meet the same insurance criteria as required of **Vendor**. The subcontractor's insurance must name the PPA as additional insured. **Vendor** shall maintain each subcontract's certificate of insurance on file and provide such information to the PPA for review upon request.
18. Failure of **Vendor** to provide insurance as herein required or failure of PPA to require evidence of insurance or to notify **Vendor** of any breach by **Vendor** of the requirements of this Section shall not be deemed to be a waiver of any of the terms of the Contract Documents, nor shall they be deemed to be a waiver of the obligation of **Vendor** to defend, indemnify, and hold harmless the indemnified parties as required herein. The obligation to procure and maintain any insurance required is a separate responsibility of **Vendor** and independent of the duty to furnish a copy or certificate of such insurance policies.

Appendix D
Memorandum of Understanding

**INTERGOVERNMENTAL AGREEMENT FOR VEHICLE AND LOAD
UPRIGHTING, TOWING, AND STORAGE**

Contract No.: K-07-0005

THIS INTERGOVERNMENTAL AGREEMENT is made this 30th day of March, 2007 by and between The Philadelphia Parking Authority (hereinafter the "Authority") and the Commonwealth of Pennsylvania, through the Pennsylvania State Police (hereinafter the "State Police").

WHEREAS, the State Police commenced patrol of certain highways in the City of Philadelphia in January 2007, (hereinafter "City Patrol") and will in the course of such law enforcement activity need to summon the services of highly qualified vehicle or combination load towing, storage, uprighting, removal, and recovery services generally and including those related to 75 Pa.C.S. §6309, 6309.1 and 6309.2, through procedures more fully set forth herein (hereinafter "Services");

WHEREAS, the Authority is the designated towing and storage agent for the affected highways pursuant to 75 Pa.C.S. §6309, 6309.1, and 6309.2 (hereinafter "Live Stop" or "Live Stop Statutes");

WHEREAS, the State Police desire to have the Authority, as a government agency created by both the Commonwealth and the City of Philadelphia (hereinafter "Philadelphia") and as an agency with great experience and success in providing such services in Philadelphia, continue to provide such vehicle or combination load towing, storage, uprighting, removal, and recovery services as directed by the State Police as set forth herein; and

WHEREAS, the Authority desires to provide such services, upon direction of the State Police;

NOW, THEREFORE, in consideration of the covenants and conditions contained herein, intending to be legally bound, the parties hereto hereby agree as follows:

Section 1. GENERAL MATTERS. For purposes of this Agreement vehicles may be taken into the possession of the Authority only upon authorization from the State Police pursuant to terms established herein. The Authority shall be the Commonwealth's sole towing, impoundment, auction, and

Recovery Duty agent in the City of Philadelphia. In no event may the Authority release any vehicle towed pursuant this Agreement absent adequate evidence of ownership and compliance with applicable laws and ordinances, including those related to fees and costs. The parties have agreed to towing and impoundment procedures consistent with applicable law and ordinances, which are attached hereto as Exhibit "A" and incorporated herein throughout (hereinafter referred to as "Towing Procedures"), the Towing Procedures may be amended in writing at any time by the parties.

Section 2. LIVE STOP IMPOUNDMENTS.

a) **Impoundment Determination.** The Authority is the designated Live Stop towing and storage agent in Philadelphia. In the event the Commonwealth determines to enforce Live Stop in Philadelphia, it shall do so through the Authority.

b) **Venue.** The court of competent jurisdiction as to Live Stop impoundments in Philadelphia is the First Judicial District of Pennsylvania through the Philadelphia Traffic Court.

c) **Notice of Impoundment.** In addition to any notice provided at the time of impoundment, the Authority shall promptly provide notice by first class mail, proof of mailing, of the impoundment of the vehicle, combination, or load to the owner of the vehicle and any lienholder, as either may be determined using a reasonably available state database. The Notice of Impoundment shall be substantially similar to the Notice attached hereto as Exhibit "B". The Authority may from time to time amend the notice to provide additional or more accurate information.

d) **Live Stop Impoundment Release.** The Live Stop Statutes and local court regulations provide specific terms and procedures, which must be followed in order to obtain the release of a vehicle, combination or load (hereinafter collectively "vehicle") impounded pursuant to Live Stop. The parties have agreed to Live Stop impoundment release procedures, consistent with Pennsylvania Statute, Local Ordinance, and Philadelphia Court Regulation.

e) Disposition of Unclaimed Impounded Vehicles or Combinations.

1. The Authority may dispose of vehicles or combinations impounded pursuant to Live Stop, but unclaimed by the date and time set forth in the notice provided pursuant to Section 1 (c) of this Agreement, through public auction as set forth in 75 Pa.C.S. §6310 (hereinafter the "Auction Statute"). In no event may a vehicle or combination be auctioned in advance of time lines set forth in the Auction Statute, but may be held for periods exceeding those timelines as necessary.
2. Pursuant to the Auction Statute and Philadelphia "Joint Court Regulation Court of Common Pleas and Traffic Court No. 98-2", a true and correct copy of which is attached hereto as

Exhibit "C", an impounded vehicle may not be auctioned without issuance of a Court Order and service of such Order upon appropriate parties, except for emergencies related to the imminent spoilage of loads.

3. The Authority shall prepare and file the pleadings necessary to obtain Court approval for all public auctions as necessary. Such pleadings shall be in a form substantially similar to the sample petition and Order attached hereto as Exhibit "D".

Section 3. INVESTIGATORY TOWS.

From time to time the State Police may direct the Authority to tow vehicles to State Police property for purposes of conducting an investigation related to the vehicle. In such cases the Authority shall tow the vehicle from the point of origin directly to the directed State Police facility without charge of any fee. In the event any such vehicle is not reclaimed by the appropriate owner, after appropriate notice by the State Police, the State Police may direct the Authority to tow the vehicle to an Authority facility and initiate the appropriate process of disposing of the vehicle as abandoned or unclaimed with all notice to the owner and/or lienholder required by law. Pursuant to applicable law the Authority may assess all fines, penalties, fees, and costs against the owner or lienholder of any vehicle left abandoned or unclaimed permitted by applicable law or ordinance.

Section 4. SAFETY TOWS.

a) **Definition.** The Authority, shall, in addition to any necessary recovery duties set forth below, tow and store any vehicle designated by the State Police as a safety hazard and/or abandoned vehicle (i.e. vehicles left on the shoulder of a highway, vehicles found to block highways, etc.). The Authority may dispose of any vehicle towed but unclaimed pursuant to this section, but in no event before the expiration of any period designated by the State Police for the vehicle to be reclaimed by its owner. Upon towing the Authority may assess all fines, penalties, fees, and costs permitted by applicable law or ordinance.

b) **Recovery Duty.**

1. In the event it becomes necessary to upright or recover any vehicle, combination, or load on the highways of Philadelphia, subject to the jurisdiction of the Commonwealth's City Patrol, the Commonwealth shall direct such up-righting or recovery duties to the Authority (hereinafter "Recovery Duty").

2. The Authority agrees that it has and shall maintain sufficient equipment, personnel, and facilities to provide all necessary Recovery Duty services.

FIRST JUDICIAL DISTRICT OF PENNSYLVANIA

IN THE COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY

In RE: Term, 2006

OCTOBER 2006

Philadelphia Parking Authority
by James Hoch
Director, Enforcement

NO:

001769

AFFIDAVIT OF SERVICE

I, _____, depose and say that I am employed by the Philadelphia Parking Authority and am responsible for supervising the mailing process of Notices required by Joint General Court Regulation (98-2). I hereby depose and say that the individuals identified on the Attached List (Exhibit 1), were sent, as applicable, a Notice to Owner (Exhibit 2) and Notice to Leinholder (Exhibit 3) by regular mail as required by, and in full compliance with, Section (6309, 6309.1, 6309.2) of the Motor Vehicle Code and the above-referenced Joint General Court Regulation. I further depose and say that a copy of each Notice and proof of mailing, shall be maintained by the Philadelphia Parking Authority for at least three years from the date of the sale as authorized by the Court, and will be produced during that time, as may be directed by the Court.

I verify that the statement made herein are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authority.

Date:

10-13-06

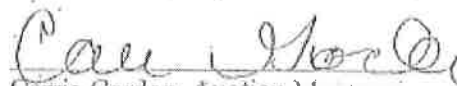

Carrie Gordon, Auction Manager
Philadelphia Parking Authority

EXHIBIT E

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2/9/2001

HIGHWAY ASSISTANCE

2.01 PURPOSE

The purpose of this regulation is to establish policy and procedures governing the provision of assistance to individuals on the highway, and the selection of towing services when a damaged or disabled vehicle must be removed from the highway, thereby ensuring the free, safe, and efficient movement of vehicles.

2.02 POLICY

It is the policy of the Department to provide necessary assistance to individuals in need in a timely, efficient, and safe manner. It is also the policy of the Department not to recommend a towing service.

2.03 DEFINITIONS

For the purpose of this regulation, these phrases shall have the following meaning, unless the context clearly indicates otherwise:

- A. Emergency Towing Service: A provider of road service; vehicle and cargo recovery; and/or towing of light, medium, or heavy vehicles as defined herein; who operates in accordance with the following requirements:
1. Is regularly open for the conduct of business, receiving of payments due, release of vehicles, etc., a minimum of 40 hours, Monday through Friday, between 7:00 a.m. and 5:00 p.m.
 2. Maintains a license to collect sales tax.
 3. Uses vehicles to provide service that are properly titled and registered, with the appropriate sales tax paid.
 4. Displays business name on vehicles, as required by the Vehicle Code and Title 67.

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5. Equips service vehicles with appropriate safety equipment (fire extinguisher, warning devices, etc.), and any other equipment necessary to perform the function; and complies with the Vehicle Code regarding removal of debris.
 6. Maintains liability insurance, ensuring compliance with the Vehicle Code and Federal Motor Carrier Safety Regulations, as appropriate, and garage-keeper's insurance in the amount specified for that classification of towing service.
 7. Charges fees that are reasonable and customary for the service provided in the emergency towing service's geographic area. Fees must be posted for public inspection in the place of business of the emergency towing service.
- B. Established Place of Business: A single location of an emergency towing service, not a subcontractor or substitute service, equipped with the following: business telephone number published and active, secure storage lot, and emergency towing vehicles which comply with the requirements for the class of service, as defined herein. The business shall be directly accessible 24 hours a day, by no more than two telephone numbers. The employment of answering services or devices is not considered as making a business "directly accessible."
- C. Heavy-duty Service: An emergency towing service which possesses the equipment required to perform emergency towing of vehicles weighing in excess of 17,000 pounds including, but not limited to, two heavy duty wreckers. Each required wrecker must have a GVWR of not less than 50,000 pounds and be equipped with a 25-ton winching capability. One wrecker must be equipped with at least a 25,000 pound under-wheel lift. Garage-keeper's insurance in the minimum of \$200,000 must be maintained.
- D. Medium-duty Service: An emergency towing service which possesses the equipment required to perform emergency towing of multiple vehicles, weighing 7,000 pounds respectively, or less, or vehicles weighing between 7,001 and 17,000 pounds. The equipment shall have a GVWR of not less than 22,000 pounds. Garage-keeper's insurance in the minimum of \$150,000 must be maintained.

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- E. Light-duty Service: An emergency towing service which possesses the equipment required to perform emergency towing of vehicles weighing 7,000 pounds or less including, but not limited to, one conventional wrecker with a GVWR of at least 10,000 pounds and one rollback wrecker with a GVWR of at least 11,000 pounds. The conventional wrecker must be equipped with twin, four-ton winches, or greater, and a 6,000 pound, or greater, under-wheel lift. The rollback must be equipped with an 8,000 pound, or greater winch. Garage-keeper's insurance in the minimum amount of \$100,000 must be maintained.
- F. Recovery Service: A light-, medium-, or heavy-duty towing service which, by virtue of its specialized equipment, experience and training, is capable of removing vehicles and cargo from unique locations. Examples include, but are not limited to, commercial vehicles that have rolled over or are hanging over a bridge, passenger cars at the bottom of a deep ravine, etc. A recovery service must maintain a minimum of \$250,000 garage-keeper's insurance.
- G. Secure Storage Lot: A location or facility capable of being locked and prevents general access to vehicle(s) therein by means of a barrier at least six feet high.

2.04 PROCEDURES

- A. Station Commanders shall establish a local policy addressing the distribution of service calls within the Station's geographic area of responsibility. This policy shall address local conditions and the needs of the Department and motorists. Policy approval by the Troop Commander or designee is required.

NOTE: Quickly restoring the free and safe movement of traffic is essential. Therefore, members shall use their discretionary authority to deny requests for a specific towing service whenever the request will impair the timely restoration of the required traffic movement.

- B. Members on-scene shall provide Communications-Desk Unit personnel with the following information, which shall be forwarded to the emergency towing service contacted for response:

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1. All possible information regarding the specific location of the vehicle.
 2. The vehicle's orientation (e.g., on its roof, side, etc.) and surrounding terrain.
 3. The potential gross weight of the vehicle as derived from any of the following: registered gross vehicle weight rating, information from the custodian, bills of lading, experience of the member, etc.
 4. Estimated time before the vehicle(s) can be removed, taking into consideration all of the following factors: extrication of injured parties, collection of evidence, photography, and traffic flow.
- C. Members shall consider the need for a recovery service and make requests to Communications-Desk Unit personnel regarding same. Final determination for the use of a recovery service shall rest with the shift supervisor or, if none, the Investigating officer.
- D. Barring an absent towing service, unforeseen, or exigent circumstances, once an emergency towing service has been contacted by personnel of this Department to provide service, only the towing service contacted should be permitted to provide the service for compensation.
- E. For unusual instances requiring highly specialized or very high capacity equipment, a recovery service may hire or lease such equipment to accomplish a specific task.
- F. When emergency towing is required, the Emergency Towing Record, Form SP 6-123 Appendage A, shall be utilized to record attempts and results of securing an emergency towing service.
- G. Members who encounter a stranded individual in need of transportation, travel directions, fuel, motor vehicle repairs, towing, or other general mechanical assistance, shall endeavor to obtain or provide the required assistance in a safe and expeditious manner. Arrangements for individuals in need of assistance should be made prior to the member's departure, unless exigent or other unusual circumstances require the immediate departure of the member from the scene, e.g., hazmat incident, violent felony in progress, etc. If a member is

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required to depart the scene prior to arranging for the needed assistance, the member shall then contact Communications-Desk Unit personnel to ensure other assistance is dispatched. In all situations, members shall ensure that individuals requiring assistance are in a safe location prior to their departure. Whenever possible, members shall periodically return to the area to ensure the safety of the individual(s) and verify that the required assistance has been provided. Arranging for transportation or, in exceptional circumstances, providing transportation may be necessary to ensure the safety of the individual(s). Members required to transport the stranded individual(s) shall inform Communications-Desk Unit personnel of their location, destination, starting/ending mileage, and the reason for the transport.

- H. Members who encounter an individual in need of medical, fire, or other emergency assistance shall obtain or provide the appropriate assistance. Appropriate assistance may include rendering first aid, utilizing a fire extinguisher, having an ambulance or fire personnel dispatched to the scene, or directing or transporting an individual to a medical facility. Members shall not depart the location until assistance has arrived or the individual has been taken to a safe location where the necessary assistance can be obtained.

2.05 UNUSUAL CIRCUMSTANCES

Nothing contained in this regulation shall be construed as prohibiting members from exercising good judgment and utilizing all available resources necessary to preserve life, when unusual circumstances exist. Members should be prepared to articulate the unusual circumstances that gave rise to deviation from this regulation.

2.06 APPLICATION PROCEDURE FOR TOWING SERVICE

- A. Towing services interested in receiving service calls from the Pennsylvania State Police must make application to each installation from which it wishes to receive such calls. The application, and Fee Schedule, can be found in Appendix B.
- B. Towing services must have an established place of business and a secure storage lot, as defined in this regulation.
- C. Towing services shall indicate on the application all services it

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intends to provide: Heavy Duty, Medium Duty, Light Duty, or Recovery Service. The service shall be equipped for the service it intends to provide, as described in this regulation.

- D. Towing services shall advise the Department of its fees in accordance with the Fee Schedule, Appendage B.

2.07 SUSPENSION OF TOWING SERVICE(S)

- A. The Patrol Section Commander/Operations Officer, with the concurrence of the Troop Commander, shall be authorized to suspend a towing service from contact by the Department. Such suspension shall not exceed three years.
- B. Notice of the suspension shall be sent to the established place of business of the towing service and to all Department locations likely to be affected.
- C. The following are considered to be valid reasons for the suspension of a towing service:
1. Three instances of inability to respond due to circumstances within their control during any six-month period.
 2. Failure to maintain the standards for towing services set forth in this regulation.
 3. The commission of an act by an owner or manager of a towing service involving dishonesty or corruption, when the act directly or indirectly affects the health, welfare, or safety of others. If the act constitutes a crime, conviction thereof in a criminal proceeding is not a necessary condition precedent to the suspension.
 4. Furnishing false information on the Application to Provide Emergency Towing Services, Form SP 6-151 (Appendage B).
 5. Overcharging for services rendered, as determined in conjunction with the Fee Schedule filed with the Application to Provide Emergency Towing Services or the institution of fees not listed on the Fee Schedule.
 6. Repeated conduct of a nature which, by means of the

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relationship the service has with the Department, tends to demean the public image of the Department.

- D. A towing service that has been suspended must take appropriate remedial action before it will become eligible to receive service calls at the end of its suspension.
- E. When an employe of a towing service has been convicted of a misdemeanor or felony, the Patrol Section Commander/ Operations Officer, with the concurrence of the Troop Commander, reserves the right to indefinitely suspend that employe from responding to the Department's request for services.

EXHIBIT F

Recovery Duty agent in the City of Philadelphia. In no event may the Authority release any vehicle towed pursuant this Agreement absent adequate evidence of ownership and compliance with applicable laws and ordinances, including those related to fees and costs. The parties have agreed to towing and impoundment procedures consistent with applicable law and ordinances, which are attached hereto as Exhibit "A" and incorporated herein throughout (hereinafter referred to as "Towing Procedures"), the Towing Procedures may be amended in writing at any time by the parties.

Section 2. LIVE STOP IMPOUNDMENTS.

a) **Impoundment Determination.** The Authority is the designated Live Stop towing and storage agent in Philadelphia. In the event the Commonwealth determines to enforce Live Stop in Philadelphia, it shall do so through the Authority.

b) **Venue.** The court of competent jurisdiction as to Live Stop impoundments in Philadelphia is the First Judicial District of Pennsylvania through the Philadelphia Traffic Court.

c) **Notice of Impoundment.** In addition to any notice provided at the time of impoundment, the Authority shall promptly provide notice by first class mail, proof of mailing, of the impoundment of the vehicle, combination, or load to the owner of the vehicle and any lienholder, as either may be determined using a reasonably available state database. The Notice of Impoundment shall be substantially similar to the Notice attached hereto as Exhibit "B". The Authority may from time to time amend the notice to provide additional or more accurate information.

d) **Live Stop Impoundment Release.** The Live Stop Statutes and local court regulations provide specific terms and procedures, which must be followed in order to obtain the release of a vehicle, combination or load (hereinafter collectively "vehicle") impounded pursuant to Live Stop. The parties have agreed to Live Stop impoundment release procedures, consistent with Pennsylvania Statute, Local Ordinance, and Philadelphia Court Regulation.

e) **Disposition of Unclaimed Impounded Vehicles or Combinations.**

1. The Authority may dispose of vehicles or combinations impounded pursuant to Live Stop, but unclaimed by the date and time set forth in the notice provided pursuant to Section 1 (c) of this Agreement, through public auction as set forth in 75 Pa.C.S. §6310 (hereinafter the "Auction Statute"). In no event may a vehicle or combination be auctioned in advance of time lines set forth in the Auction Statute, but may be held for periods exceeding those timelines as necessary.
2. Pursuant to the Auction Statute and Philadelphia "Joint Court Regulation Court of Common Pleas and Traffic Court No. 98-2", a true and correct copy of which is attached hereto as

Exhibit "C", an impounded vehicle may not be auctioned without issuance of a Court Order and service of such Order upon appropriate parties, except for emergencies related to the imminent spoilage of loads.

3. The Authority shall prepare and file the pleadings necessary to obtain Court approval for all public auctions as necessary. Such pleadings shall be in a form substantially similar to the sample petition and Order attached hereto as Exhibit "D".

Section 3. INVESTIGATORY TOWS.

From time to time the State Police may direct the Authority to tow vehicles to State Police property for purposes of conducting an investigation related to the vehicle. In such cases the Authority shall tow the vehicle from the point of origin directly to the directed State Police facility without charge of any fee. In the event any such vehicle is not reclaimed by the appropriate owner, after appropriate notice by the State Police, the State Police may direct the Authority to tow the vehicle to an Authority facility and initiate the appropriate process of disposing of the vehicle as abandoned or unclaimed with all notice to the owner and/or lienholder required by law. Pursuant to applicable law the Authority may assess all fines, penalties, fees, and costs against the owner or lienholder of any vehicle left abandoned or unclaimed permitted by applicable law or ordinance.

Section 4. SAFETY TOWS.

a) **Definition.** The Authority, shall, in addition to any necessary recovery duties set forth below, tow and store any vehicle designated by the State Police as a safety hazard and/or abandoned vehicle (i.e. vehicles left on the shoulder of a highway, vehicles found to block highways, etc.). The Authority may dispose of any vehicle towed but unclaimed pursuant to this section, but in no event before the expiration of any period designated by the State Police for the vehicle to be reclaimed by its owner. Upon towing the Authority may assess all fines, penalties, fees, and costs permitted by applicable law or ordinance..

b) **Recovery Duty.**

1. In the event it becomes necessary to upright or recover any vehicle, combination, or load on the highways of Philadelphia, subject to the jurisdiction of the Commonwealth's City Patrol, the Commonwealth shall direct such up-righting or recovery duties to the Authority (hereinafter "Recovery Duty").
2. The Authority agrees that it has and shall maintain sufficient equipment, personnel, and facilities to provide all necessary Recovery Duty services.

3. In the event that any Recovery Duty results from an occurrence involving any hazardous or otherwise dangerous substance, the Authority shall await certification from the Commonwealth, the Philadelphia Fire Department, or other appropriate officials that the vehicle may be safely recovered and removed from the highway.
4. The Authority may from time to time employ the use of duly qualified agents to provide or assist in the provision of Recovery Duty.
5. The parties have agreed to the Tow Procedures set forth in Exhibit "A", which may be amended from time to time through written mutual agreement of the parties.

c) **Notice of Impoundment.** The State Police shall continue, in its discretion, to follow its policies as contained in PR 6-2, a true and correct copy of which is attached hereto as Exhibit "E" as to notice and other matters related to this Agreement. The Authority shall promptly provide notice of impoundment pursuant to this Section by first class mail, proof of mailing, to any lienholder determined using a reasonably available state database, as required by law. The Authority may from time to time amend the notice to provide additional or more accurate information

Section 5. PENNSYLVANIA STATE POLICE NOT RESPONSIBLE FOR FEES. In no case will the Pennsylvania State Police be responsible to the Authority for any fees or charges for any act or service performed pursuant to this Agreement.

Section 6. CERTAIN NET REVENUE. It is agreed that net revenue to the Authority derived from its functions related Section 3, and 4, of this Agreement will be transferred annually to the State Police. "Net revenue" shall mean revenue to the Authority, net of all operational costs and shall not include revenue collected by the Authority as an agent of the City of Philadelphia (e.g. parking violations, moving violations, Red Light Camera violations) or through the Live Stop Statutes.

Section 7. Term. This Agreement shall become effective upon the date set forth above and remain effective until terminated by either party. Either party may terminate the agreement with One Hundred and Twenty (120) days notice to the other party.

Section 8. General Terms and Conditions.

a) **Confidential Matters.** Cognizant of the requirements of the Right To Know Law, The parties agree to the extent permitted by law to treat as confidential any information or document from the files of the other which may come into their possession in pursuit of its duties under this Agreement.

b) Maintenance of Records. The parties shall maintain all data, records, citations, memoranda, statements of services rendered, correspondence and copies thereof, in adequate form, detail and arrangement, for the for the other's benefit for a minimum of three (3) years following the termination or expiration of this Agreement generally, and as to impounded vehicles for three (3) years following the vehicle's release or sale at public auction.

c) Assignment. This Agreement may not be transferred or assigned by either party without the prior written consent of the other party which consent may be withheld in the sole discretion of the requested party.

d) Non-Discrimination. The parties agree to abide by all legal provisions regarding non-discrimination in hiring and contracting made applicable by federal, state and local laws.

e) Notices. Any written notice to any party under this Agreement shall be deemed sufficient if delivered personally, or by facsimile, telecopy, electronic or digital transmission (provided such delivery is confirmed), or by a recognized overnight courier service (e.g., DHL, Federal Express, etc.), with confirmed receipt, or by certified or registered United States mail, postage prepaid, return receipt requested, sent to the address set forth below or to such other address as such party may designate by notice given pursuant to this section:

The Authority:

The Philadelphia Parking Authority
3101 Market Street, 2nd Floor
Philadelphia, PA 19104
Attn: Dennis G Weldon, Jr.
General Counsel

The Commonwealth:

Commissioner
Pennsylvania State Police
1800 Elmerton Ave.
Harrisburg, PA 17110

f) Captions. The captions in this Agreement shall be considered a part of and within the scope of this Agreement.

g) Applicable Law and Venue. All disputes arising in connection with this Agreement shall be interpreted and governed by the laws of the Commonwealth of Pennsylvania.


h) Costs. The parties may collect fees, fines, costs, and penalties from third parties through this Agreement, as permitted by law. The Authority's Fee Schedule is attached hereto as Exhibit "F". all parties shall receive prompt notice of changes to the Fee Schedule and a current copy shall be posted at required Authority locations at all times.

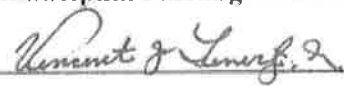
i) Amendments. The parties may amend this Agreement at any time through written mutual addendum.

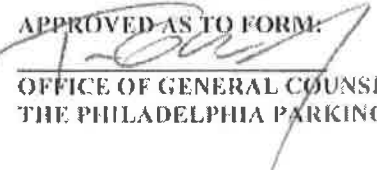
j) The provisions of this Agreement are intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.


k) In carrying out their respective duties and obligations under this Agreement, the Authority and the State Police and their respective officers, agents and employees shall act in an independent capacity and neither party shall act or be deemed to act as officers, agents and employees of the other. Each agrees to be responsible for the negligent or wrongful acts of their respective employees. Each party will pay for its own loss, liability, or expense which arises out of or relates to their acts or omissions regarding their obligations hereunder, where a final determination of liability on the part of each party is established by a court of law or where settlement has been agreed to by each party. This provision may not be construed to limit each agency's rights, obligations, liabilities, claims, or defenses, which arise as a matter of law or under any other provision of this Agreement. This provision may not be construed to limit the sovereign immunity of the Authority, the Commonwealth or the State Police. Neither this provision, nor any other provision of this agreement, is intended to create nor does it create any rights or obligations with respect to any third parties.


IN WITNESS WHEREOF, and intending to be legally bound the parties have set their hands and seals on the date first above written.

Attest: 
Print Name: Adrienne McAllister
Print Title: Executive Assistant

The Philadelphia Parking Authority
By: 
Print Name: Vincent J. Fenerty Jr.
Print Title: Executive Director



APPROVED AS TO FORM:
OFFICE OF GENERAL COUNSEL
THE PHILADELPHIA PARKING AUTHORITY


Witness 
Print Name: CAPT. LYNN E. HESS
Print Title: EXECUTIVE OFFICER

The Pennsylvania State Police
By: 
Print Name: COL. JEFFREY B. MILLER
Print Title: COMMISSIONER

APPROVED AS TO FORM AND LEGALITY:


4-2-07
PENNSYLVANIA STATE POLICE
Office of Chief Counsel Date


4.10.07
COMMONWEALTH OF PENNSYLVANIA
Deputy General Counsel Date


COMMONWEALTH OF PENNSYLVANIA
Chief Deputy Attorney General Date

Acknowledged:



7/26/07
COMMONWEALTH OF PENNSYLVANIA
Comptroller Public Protection and Recreation
Date

EXHIBIT A

EXHIBIT "A"

TOWING PROCEDURES

1. The Pennsylvania State Police ("State Police") has entered into a Memorandum of Understanding with The Philadelphia Parking Authority ("Authority") to tow and store vehicles, combinations or loads (collectively "vehicle") from certain highways within the City of Philadelphia dated March 30, 2007 and as stated herein (the "MOU"). These procedures shall establish a baseline for operations between the parties and may be amended at any time by written mutual agreement of the parties.
2. Except as set forth in section 3 below, if the State Police, in the course of patrolling certain highways, come upon a vehicle found to be in violation of 75 Pa.C.S. §§6309, 6309.1, and/or 6309.2 (hereinafter "Live Stop"), abandoned, disabled for any reason, or a safety concern on or about the highway, the State Police shall direct towing and storage by the Authority.
3. With the exception of vehicles in excess of 17,000 pounds and those containing hazardous materials, if the owner of the vehicle is at the scene of the disabled vehicle (due to accident or otherwise), the owner may direct that vehicle be towed, within a reasonable timeframe, by a tow operator of its choosing (private tow operator, AAA, etc.). However, in the discretion of the State Police any vehicle may be designated for immediate tow by the Authority.
4. The State Police may, in its discretion, issue an appropriate citation, with each relocation and prepare the appropriate incident or tow report.
5. In order to direct a tow by the Authority the State Police will contact the Authority Radio Room at 215-683-9773. The State Police will provide the Radio Room operator with the vehicle location, make, model and color, license plate number, and State Police Incident number. The Authority Radio Room will dispatch the Authority tow operator to the scene.
6. Barring emergency or other mutually agreed to circumstances, all vehicles not containing hazardous materials and being under 17,000 pounds will be towed pursuant to these procedures shall be relocated to Authority Impound Lot #1 (2501 Weccacoe Avenue, Philadelphia, PA.), all other vehicles shall be tow to Impound Lot #4A (3201 N. Delaware Ave.). In the event the State Police direct that a vehicle be Towed for investigatory reasons, it shall be towed to the location designated by the State Police at no charge to the State Police.
7. The Authority will provide a separate line item with its accounting and budgeting reports for the Highway-related towing operation. Costs should include staffing, equipment, maintenance and operating costs for the exclusive Highway towing operation. Reports will be included in the existing submissions to the City of Philadelphia.
8. In the event any vehicle towed and stored by the Authority carries outstanding moving violations or Philadelphia parking violations, and barring a court order otherwise, such costs

EXHIBIT "A"

shall be paid by the owner of the vehicle to the Authority prior to release in addition to other outstanding costs and fees permitted by the MOU.

9. Except for vehicles towed and stored by the Authority for Live Stop violations, the State Police shall on the date of towing either provide written instructions by hand delivery (when the owner is on the scene at the time of the tow) or mail a letter to the vehicle's owner stating the vehicle's location, the manner in which the vehicle may be reclaimed, and the time frame for doing so before the vehicle is declared abandoned or unclaimed

10. Approximately one week following the towing and storage of any vehicle pursuant to the MOU, such vehicle will be assigned an Authority auction number for reference. Such number will reflect that this vehicle was towed at the request of the State Police and will be given the following letters "ST" which will show that this was a "State Tow". (e.g. "GS100ST").

11. The State Police may direct that any fees or costs permitted by law and associated with any vehicle towed and stored by the Authority be paid to the Authority as agent for the State Police as a requirement for the vehicle's release from storage by the Authority.

EXHIBIT B



PHILADELPHIA PARKING AUTHORITY



3101 Market Street Philadelphia, PA 19104

NOTICE OF IMMOBILIZATION AND IMPOUNDMENT OF VEHICLE SUBJECT TO SALE

Wednesday, August 16, 2006

Dear,

The Philadelphia Parking Authority is informing you that on, the following vehicle, registered in your name, was immobilized and/or impounded as authorized by Traffic Court for violation(s) of the motor Vehicle Code, 75 Pa.C.S. 6309.2:

Vehicle Year: State and Tag Displayed
Vehicle Make: Vehicle Identification Number:
PPA Control Number:

You may recover the vehicle as provided by 75 Pa. C.S. ss 6309.2.

Before you may recover the vehicle, you must appear in person at the Philadelphia Traffic Court, 800 Spring Garden Street, Philadelphia, Pa to resolve any outstanding vehicle registration or operating privilege issues. You must bring with you the following: valid registration, proof of current insurance, and operator license, if applicable. You may call (215) 686-1680 for instructions on the procedure to be followed to recover your vehicle.

If the Philadelphia Traffic Court issues a Certificate of Release, you may recover this vehicle by bringing the Certificate of Release issued by the Philadelphia Traffic Court, valid registration, proof of current insurance, along with payment of the applicable towing and storage fees and other applicable fines or costs, to:

Table with 3 columns: Philadelphia Parking Authority Impoundment Lot #1, Hours, and time ranges for M/TH, Friday, Saturday, and Sunday.

Pursuant to 75 Pa. C.S. ss6309.2 and joint general Court Regulation No. 98-2, if this vehicle is not recovered within (15) days of the date of this notice, The Philadelphia Parking Authority will petition the Philadelphia Court of Common Pleas to sell this vehicle at public auction. A petition to sell this vehicle will be filed with the court requesting leave to sell this vehicle at public auction At 12:00 PM at the following location:

You are responsible to remove any personal property from your vehicle within ten days of the date the vehicle was impounded.

Upon auction of the motor vehicle and the payment of the fines and costs referred to above, any remaining proceeds shall be subject to the demands of the original owner of record and/or lienholder of record, as their interest may appear. If not claimed within one year, any such remaining proceeds shall be forfeited to the city of Philadelphia.

THIS IS THE FINAL NOTICE THAT YOU WILL RECEIVE BEFORE THE COURT ENTERS AN ORDER AUTHORIZING THE SALE OF THIS VEHICLE. IF YOU DO NOT RECLAIM THIS VEHICLE, THE COURT OF COMMON PLEAS WILL ISSUE AN ORDER GRANTING THE PETITION AS SET FORTH ABOVE AND AUTHORIZING THE SALE OF YOUR VEHICLE AT THE PUBLIC AUCTION SET FORTH ABOVE. THE VEHICLE WILL THEN BE AUCTIONED AS SET FORTH ABOVE, YOUR INTEREST WILL BE EXTINGUISHED, AND OWNERSHIP WILL VEST TO THE SUCCESSFUL BIDDER.

Sincerely,

John Caputo, Manager
Towing and Impoundment



PHILADELPHIA PARKING AUTHORITY
3101 Market Street Philadelphia, PA 19104

NOTICE OF IMMOBILIZATION AND IMPOUNDMENT OF VEHICLE SUBJECT TO SALE

Wednesday, August 16, 2006

Dear:

The Philadelphia Parking Authority is informing you that on _____, the following vehicle, which your company is the lienholder, has been immobilized and/or impounded as authorized by the Traffic Court for violation(s) of the Motor Vehicle Code, 75 Pa. C.S. 6309.2: The registered owner of this vehicle is:

Vehicle Year: _____ State and Tag Displayed: _____
Vehicle Make: _____ Vehicle Identification Number: _____
PPA Control Number: _____

You may recover the vehicle as provided by 75 pa. C.S. 6309.2.

Before you may recover the vehicle, you must appear in person at the Philadelphia Traffic Court, 800 Spring Garden Street, Philadelphia, Pa to resolve any outstanding vehicle registration or operating privilege issues. You must bring with you the following: valid registration, proof of current insurance, and operator license, if applicable. You may call 686-1680 for instructions on the procedure to be followed to recover your vehicle.

If the Philadelphia Traffic Court issues a Certificate of Release, you may recover this vehicle by bringing the Certificate of Release issued by the Philadelphia Traffic Court, valid registration, proof of current insurance, along with payment of the applicable towing and storage fees and other applicable fines or costs, to:

Philadelphia Parking Authority	Hours:	
Impoundment Lot #1	Mon-Thurs.	8:00 a.m. - 9:00 p.m.
2501 Weccacoe Avenue	Fri-Sat	8:00 a.m. - 2:00 a.m.
Philadelphia, Pa 19148	Sunday	4:00 p.m. - 2:00 a.m.
(215)683-9550		

Pursuant to 75 Pa. C.S. 6309.2 and Joint General Court Regulation No. 98-2, if this vehicle is not recovered within fifteen (15) days of the date of this notice, the Philadelphia Parking Authority will petition the Philadelphia Court of Common Pleas to see this vehicle at public auction. A petition to sell this vehicle will be filed with the Court requesting leave to sell this vehicle at public auction on _____ at the following location:

You are responsible to remove any personal property from your vehicle within ten days of the date the vehicle was impounded.

Upon auction of the motor vehicle and the payment of the fines and costs referred to above, any remaining proceeds shall be subject to the demands of the original owner of record and/or lienholder of record, as their interest may appear. If not claimed within one year, any such remaining proceeds shall be forfeited to the city of Philadelphia.

THIS IS THE FINAL NOTICE THAT YOU WILL RECEIVE BEFORE THE COURT ENTERS AN ORDER AUTHORIZING THE SALE OF THIS VEHICLE. IF YOU DO NOT RECLAIM THIS VEHICLE, THE COURT OF COMMON PLEAS WILL ISSUE AN ORDER GRANTING THE PETITION AS SET FORTH ABOVE AND AUTHORIZING THE SALE OF YOUR VEHICLE AT THE PUBLIC AUCTION SET FORTH ABOVE. THE VEHICLE WILL THEN BE AUCTIONED AS SET FORTH ABOVE, YOUR INTEREST WILL BE EXTINGUISHED.

Sincerely,

John Caputo, Manager
Towing and Impoundment

Livestop Lien Holder

EXHIBIT C

IN THE COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY

PHILADELPHIA TRAFFIC COURT

FIRST JUDICIAL DISTRICT

JOINT GENERAL COURT REGULATION

COURT OF COMMON PLEAS AND TRAFFIC COURT

No. 98-2

Procedure for Sale of Motor Vehicles Impounded for Driving WithoutOperating Privileges or Registration Pursuant to 75 Pa. C.S. §6309.2

On July 2, 1996, Governor Thomas Ridge signed Act No. 1996-93 which authorizes the impoundment and sale of motor vehicles under certain specified situations. The within Joint General Court Regulation sets forth the procedure to be followed in implementing Section 6309.2, which authorizes the impoundment and sale of motor vehicles for driving without operating privileges or registration.

1. Motor Vehicles Eligible for Immobilization and Impoundment. Motor vehicles are subject to immobilization and impoundment for two reasons:

a. Motor vehicles driven by an unlicensed person, or while the person's operating privilege is suspended, revoked, canceled, recalled or disqualified; or

b. Motor vehicle itself is not registered, or for which the registration is suspended for failure to secure or maintain financial responsibility.

2. Prerequisite to Immobilization and Impoundment. The bases identified in Section 1 above must be verified with the applicable Department of Motor Vehicles by the Philadelphia Police Department before the motor vehicle may be immobilized and impounded.

3. Prerequisites to Impoundment. A motor vehicle may not be impounded for a 24 hour period after it is immobilized so as to enable the owner or operator of the immobilized motor vehicle to appear in Traffic Court and furnish proof of registration and financial responsibility and compliance with Titles 42 and 75. During that 24 hour period, however, the motor vehicle shall be immobilized and may be transferred to a secure location for safe keeping.

4. Designation of Enforcement Officer. The Traffic Court may, from time to time, appoint such "appropriate towing and storage agents" as may be necessary to undertake the impoundment and notification required by Act No. 1996-93.

5. Impoundment. Upon expiration of the 24 hour period as set forth above, if a Certificate of Release has not been issued evidencing compliance with 75 Pa. C.S. §6309.2(b) and Sections 2 and 3 above, the appointed towing and storage agents shall impound the vehicle and store same at an appropriate location.

6. Notice of Impoundment. When applicable, the appropriate law enforcement officer shall issue a citation or summons to the operator of the motor vehicle. The appropriate towing and storage agent shall notify the title owner of the vehicle or combination and any lienholder and, if applicable, the owner of the load, of the fact that the motor vehicle has been impounded pursuant to 75 Pa. C.S. §6309.2 and of their right to recover the said

motor vehicle by showing compliance with 75 Pa. C.S. §6309.2(b). The notice shall further provide that if the vehicle is not recovered by a stated date, the vehicle will be sold. The notice shall be substantially in the form set forth hereunder as Exhibit "A". Notice shall be sent to the addresses on file at the appropriate departments of motor vehicle by regular mail, which the Court finds to be the most expeditious means, and a Certificate of Mailing shall be obtained. Notice shall be deemed to have been provided upon the mailing of the notices as set forth herein.

7. Obtaining Leave of Court to Sell Vehicle. A Petition and Motion Court Cover Sheet shall be filed with the Prothonotary and Civil Administration setting forth, *inter alia*, that prior to impounding the motor vehicle, the operator and owner of the motor vehicle had 24 hours to obtain a certificate of release as provided in 75 Pa. C.S. §6303.2(b), and further setting forth the efforts made to notify the owners, and lienholders of record, the fact that no Certificate of Release has been issued, or if issued, that the vehicle has not been recovered. Copies of the notices sent to the appropriate parties and the Certificates of Mailing shall be attached to the Petition. Upon review of the Petition, the President Judge of the Court of Common Pleas, or his designee, if satisfied that the required Notices were sent, that no Certificate of Release was issued, or that if issued, the vehicle has not been recovered, that the owner or operator of the impounded motor vehicle have not complied with 75 Pa. C.S. §6309.2, and that the requisite fines and costs have not been paid, may enter an Order authorizing the Traffic Court, through its authorized agent, to sell at public auction the motor vehicles described in the said Petition. The Order shall be substantially in the form set forth hereunder as Exhibit "B".

8. Notice of Auction Date and Rights of Owners of Record and Lienholders of Record Pending Auction. Notice of the auction dates shall be provided as set forth in Section 6 above. Notice of the public auction shall also be provided by publication at least five (5) days before the auction in either *The Philadelphia Inquirer* or *The Philadelphia Daily News*, or as otherwise directed by the Court of Common Pleas. At any time prior to the auction date, any operator, owner, or lienholder, may obtain the release of the motor vehicle upon compliance with 75 Pa. C.S. §6309.2(b) and upon payment of the fines, fees and costs as set forth in the Notice and as may be incurred thereafter. Upon issuance of the Certificate of Release by the Traffic Court, the motor vehicle must be picked up before the auction set forth in the Notice provided as required in Section 6 above. In the event a vehicle scheduled to be auctioned on a specific date established in accordance with the procedures set forth herein is not auctioned on that date, the said vehicle may be auctioned on a subsequent date provided, however, that the interested parties are provided new Notices setting forth the date of the rescheduled auction, substantially as set forth in Sections 6 and 8.

9. List of Successful Bidders. At the auction, the Traffic Court and/or its authorized agent, shall maintain a list of the successful bidders. The said list shall be submitted to the Court of Common Pleas within thirty (30) days after the auction so that an order may be entered, if necessary, directing the appropriate departments of transportation to extinguish title of the prior owners or lienholders of record and to issue certificates of ownership to the successful bidders. The order shall substantially be in the form set forth hereunder as Exhibit "C".

10. Disposition of Proceeds of the Auction. The proceeds from the auction shall be used to satisfy the various fines and costs in the following order: cost of sale (auctioneer, advertising); costs associated with towing and storage; administrative costs imposed by Traffic Court; fines imposed by the Traffic Court on the owner or lienholder of the impounded vehicle or load, including full payment of any sums which may be due pursuant to a payment plan approved by the Court; and City of Philadelphia parking fines. Any remaining proceeds shall be subject to the demands of the original owner and lienholders of record as their interest may appear. If not claimed within one year, any such remaining proceeds shall be forfeited to the City of Philadelphia or utilized as otherwise provided by the President Judge of the Court of Common Pleas.

11. Post-Auction Petition or Relief. Proceedings instituted after the sale or auction of any motor vehicle conducted as authorized by 75 Pa. C.S. §6309.2 and the within Joint General Court Regulation disputing the underlying facts or offenses rendering the motor vehicle subject to sale or auction shall not invalidate the sale or auction. In the event relief is granted and the underlying offenses discharged, the only entitlement the owner and lienholder may have, if raised within the applicable limitations period, shall be the return of any remaining proceeds from the sale or auction of the motor vehicle as provided in Section 10 above.

12. Effective Date. This Joint General Court Regulation shall become effective immediately.

This Joint General Court Regulation is promulgated in accordance with Act 1996-93, the May 8, 1996 Order of the

Supreme Court of Pennsylvania, Eastern District, No. 168 Judicial Administration, Docket No. 1, Phila. Civ. R. 51 and Pa. R.C.P. 239. As required by Pa. R.C.P. 239, the original Joint General Court Regulation shall be filed with the Prothonotary in a docket maintained for General Court Regulations issued by the President Judge of the Court of Common Pleas, and copies shall be submitted to the Administrative Office of Pennsylvania Courts, the Legislative Reference Bureau and the Civil Procedural Rules Committee. Copies of the Regulation shall also be submitted to Legal Communications, Ltd., *The Legal Intelligencer*, Jenkins Memorial Law Library and the Law Library for the First Judicial District.

Alex Bonavitacola
PRESIDENT JUDGE,
COURT OF COMMON PLEAS

Bernice DeAngelis
ADMINISTRATIVE JUDGE,
TRAFFIC COURT

DATE: 06/17/98

DATE: 06/17/98

< [BACK](#)

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EXHIBIT D

IN THE COURT OF COMMON PLEAS PHILADELPHIA COUNTY

In Re: :
Philadelphia Parking Authority :
by: Carrie Gordon, :
Manager of Auction Operations :

TERM 2006 **OCTOBER 2006**

No: **001769**

ORDER

AND NOW, this _____ day of _____, 2006, upon Petition filed on behalf of the Traffic Court on _____, the Court being satisfied that appropriate notices were sent to the owners and lienholders of vehicles listed in Exhibit "A", as required by Joint General Court Regulation No. 98-2, copies of the notices and certificates of mailing being attached to the Petition, and the said owners or lienholders not having furnished proof of valid registration and financial responsibility, or paid, or made arrangements to resolve any outstanding vehicle registration or operating privilege issues as required by 75 Pa. C.S. §6309.2, and having failed to recover the vehicle, IT IS HEREBY ORDERED and DECREED that the Traffic Court, through its authorized agent, the Philadelphia Parking Authority is authorized to sell at public auction the motor vehicles described in said Petition on October 24, 2006 at 12:00 p.m. Lot#2

2535 S Swanson St., Philadelphia, PA 19148.

Notice of said public auction shall be published at least five (5) days before the auction in either the *Philadelphia Inquirer*, *Philadelphia Daily News* or the *Philadelphia Tribune*.

Petitioner shall, after the sale, submit to the Court proof of publication and a list setting forth the names of each successful bidder for the entry of an appropriate Order directing the appropriate Departments of Transportation to issue Certificates of Title to the successful bidders.

IT IS FURTHER ORDERED and DECREED that the net proceeds of said sale shall be distributed as provided in Section 10 of Joint Court Regulation No. 98-2; and any remaining proceeds shall be held for one (1) year subject to the demands of the current owners or lienholders of record of said vehicles, as their interest may appear. If not claimed within one (1) year, any such remaining proceeds shall be forfeited to the City of Philadelphia or as otherwise provided by the President Judge of the Court of Common Pleas.

Petitioner shall mail to each currently registered owner and lienholder a copy of this order and a copy of the attached Notice of Entry that applies to that person, and shall file a Certificate of Service with the Prothonotary.

BY THE COURT

C. Darnell Jones II, P. J.

DENNIS G. WELDON, JR, ESQ.
Atty. I.D. #83976
Senior General Counsel
Philadelphia Parking Authority
3101 Market Street
Philadelphia, Pa. 19104-2807
(215) 683 9629

ATTEST

OCT 13 2006

LAURAPAONE

Attorney for Petitioner

IN-RE: COURT OF COMMON PLEAS
Petition of Philadelphia Parking Authority : OF PHILADELPHIA COUNTY
By Carrie Gordon :
Manager of Auction Operations : CIVIL TRIAL DIVISION

OCTOBER 2006

Term, 2006

001769

No.

**PETITION FOR LEAVE TO SELL MOTOR VEHICLES FOR
IMPOUNDING CHARGES AND OUTSTANDING FINES AND
PURSUANT TO JOINT GENERAL COURT REGULATION NO. 98-2
ANY AND ALL RELATED COSTS AND VEST TITLE IN PURCHASER**

TO THE HONORABLE, THE JUDGES OF THE SAID COURT:

The City of Philadelphia and/or Philadelphia Parking Authority by its official, Carrie Gordon, by and through Dennis G. Weldon, Jr., Esquire, hereby petitions this Court and respectfully represents that:

1. James Hoch is Director of Enforcement for the Philadelphia Parking Authority and his duties include directing the towing, immobilization and impoundment of motor vehicles in violation of the Philadelphia Code and 75 Pa C.S.A. § 6309.2.

2. Pursuant to 75 Pa C.S.A. § 6309.2 effective July 2, 1996, providing for the immobilization and impounding of motor vehicles for driving without Operating Privileges or Vehicle Registration pursuant to 75 Pa. C.S.A. 6309.2, the Philadelphia Parking Authority has

been designated the appropriate Law Enforcement Officer in Joint General Court Regulation 98-2.

3. At the time set forth, as more fully set out in the statement attached hereto, made a part hereof and marked Exhibit "A" the motor vehicles in said Exhibit "A" were immobilized and impounded at the Philadelphia Parking Authority Impoundment Lots at 2501 Weccacoe Avenue, Philadelphia, PA or 2535 South Swanson Street, Philadelphia, PA pursuant to State Statute.

4. The registered owners of said vehicles were notified on the procedure to be followed in order to reclaim the vehicle pursuant to 75 Pa C.S.A. § 6309.2 and Joint General Court Regulation 98-2, or other provisions of law to contest the impoundment, seizure or any fee, fine or charge.

5. The registered owners of these several vehicles have failed to reclaim their vehicles. Notices were sent by First Class Mail addressed to their addresses as registered with the Bureau of Motor Vehicles, Department of Transportation, or as registered with the Registrar of Motor Vehicles of the proper state where the vehicle in question bears an out of state license, demanding the proper charges be paid and that these vehicles be removed from the Philadelphia Parking Authority Impoundment Lot. The said owners also were notified that their vehicles would be auctioned if not claimed. A copy of the Certificate of Mailing evidencing First Class Mail, along with a copy of the letter sent to each of the owners, is attached as Exhibit "B".

6. The lienholders of these several vehicles have failed to reply to notice by First Class Mail addressed to their addresses as registered with the Bureau of Motor Vehicles, Department of Transportation, Harrisburg, PA, or as registered with the Registrar of Motor Vehicles of the proper state where the vehicle in question bears an out of state license, demanding that proper charges be paid, and that these vehicles be removed from the Philadelphia Parking Authority Lot.

The said lienholders also were notified that their vehicles would be auctioned if not claimed. A copy of the Certificate of Mailing evidencing First Class Mail, along with a copy of the letter sent to each lienholder, is attached as Exhibit "C".

7. The City of Philadelphia has a financial interest in said vehicles for payment of all fines, together with costs as provided by local ordinance, associated with the towing and storage charges as authorized in Section 6309.2 (D)(2)(ii), Traffic Court costs and outstanding fines due as a result of violations of the Motor Vehicle Code and City of Philadelphia Parking fines, if any, in the amounts specifically set forth in Exhibit "A" as well as for outstanding costs related to this matter.


8. Pursuant to the aforesaid financial interest, the City of Philadelphia requests an Order of the Court authorizing the auction of each and every one of the vehicles contained in the lists marked Exhibit "A", and offer those vehicles for sale through its authorized agent, as provided in Joint General Court Regulation No. 98-2.

9. That legal notice to reclaim the vehicle under penalty of having same being subject to auction having been given to each of these vehicles owners and lienholders, if any, at that place where the owners or lienholders, if any, had title and/or registered such vehicle, as provided by the proper State Registrar, said owner's and lienholder's interest, legal and equitable, shall be extinguished by reason of the auction.

10. The proceeds of the sale of the motor vehicles shall be distributed as provided in Section Nine of Joint General Court Regulation 98.2.

WHEREFORE, the Philadelphia Parking Authority respectfully requests this Court to issue an Order authorizing the sale at public auction of such vehicles on October 24, 2006 at 12:00 P.M., at Philadelphia Parking Authority Lot #2 2535 S Swanson St., Phila., PA 19148 for payment of the above charges, fines and costs of auction in accordance with the laws of Pennsylvania, the City of Philadelphia, and Joint General Court Regulation 98-2 and further authorizing the transfer of title from those persons properly notified by the Philadelphia Parking Authority to the purchasers of said vehicles at auction by operation of law, as provided by the Motor Vehicle Code, 75 Pa. C.S.A. §1114(a).

Respectfully submitted,


DENNIS G. WELDON, JR., ESQ.
Senior General Counsel
Philadelphia Parking Authority

**INTERGOVERNMENTAL AGREEMENT FOR VEHICLE AND LOAD
UPRIGHTING, TOWING, AND STORAGE**

Contract No.: K-07-0005

THIS INTERGOVERNMENTAL AGREEMENT is made this 30th day of March, 2007 by and between The Philadelphia Parking Authority (hereinafter the "Authority") and the Commonwealth of Pennsylvania, through the Pennsylvania State Police (hereinafter the "State Police").

WHEREAS, the State Police commenced patrol of certain highways in the City of Philadelphia in January 2007, (hereinafter "City Patrol") and will in the course of such law enforcement activity need to summon the services of highly qualified vehicle or combination load towing, storage, uprighting, removal, and recovery services generally and including those related to 75 Pa.C.S. §6309, 6309.1 and 6309.2, through procedures more fully set forth herein (hereinafter "Services");

WHEREAS, the Authority is the designated towing and storage agent for the affected highways pursuant to 75 Pa.C.S. §6309, 6309.1, and 6309.2 (hereinafter "Live Stop" or "Live Stop Statutes");

WHEREAS, the State Police desire to have the Authority, as a government agency created by both the Commonwealth and the City of Philadelphia (hereinafter "Philadelphia") and as an agency with great experience and success in providing such services in Philadelphia, continue to provide such vehicle or combination load towing, storage, uprighting, removal, and recovery services as directed by the State Police as set forth herein; and

WHEREAS, the Authority desires to provide such services, upon direction of the State Police;

NOW, THEREFORE, in consideration of the covenants and conditions contained herein, intending to be legally bound, the parties hereto hereby agree as follows:

Section 1, GENERAL MATTERS. For purposes of this Agreement vehicles may be taken into the possession of the Authority only upon authorization from the State Police pursuant to terms established herein. The Authority shall be the Commonwealth's sole towing, impoundment, auction, and

3. In the event that any Recovery Duty results from an occurrence involving any hazardous or otherwise dangerous substance, the Authority shall await certification from the Commonwealth, the Philadelphia Fire Department, or other appropriate officials that the vehicle may be safely recovered and removed from the highway.

4. The Authority may from time to time employ the use of duly qualified agents to provide or assist in the provision of Recovery Duty.

5. The parties have agreed to the Tow Procedures set forth in Exhibit "A", which may be amended from time to time through written mutual agreement of the parties.

c) **Notice of Impoundment.** The State Police shall continue, in its discretion, to follow its policies as contained in FR 6-2, a true and correct copy of which is attached hereto as Exhibit "E" as to notice and other matters related to this Agreement. The Authority shall promptly provide notice of impoundment pursuant to this Section by first class mail, proof of mailing, to any lienholder determined using a reasonably available state database, as required by law. The Authority may from time to time amend the notice to provide additional or more accurate information

Section 5. PENNSYLVANIA STATE POLICE NOT RESPONSIBLE FOR FEES. In no case will the Pennsylvania State Police be responsible to the Authority for any fees or charges for any act or service performed pursuant to this Agreement.

Section 6. CERTAIN NET REVENUE. It is agreed that net revenue to the Authority derived from its functions related Section 3. and 4. of this Agreement will be transferred annually to the State Police. "Net revenue" shall mean revenue to the Authority, net of all operational costs and shall not include revenue collected by the Authority as an agent of the City of Philadelphia (e.g. parking violations, moving violations, Red Light Camera violations) or through the Live Stop Statutes.

Section 7. Term. This Agreement shall become effective upon the date set forth above and remain effective until terminated by either party. Either party may terminate the agreement with One Hundred and Twenty (120) days notice to the other party.

Section 8. General Terms and Conditions.

a) **Confidential Matters.** Cognizant of the requirements of the Right To Know Law, The parties agree to the extent permitted by law to treat as confidential any information or document from the files of the other which may come into their possession in pursuit of its duties under this Agreement.

b) Maintenance of Records. The parties shall maintain all data, records, citations, memoranda, statements of services rendered, correspondence and copies thereof, in adequate form, detail and arrangement, for the for the other's benefit for a minimum of three (3) years following the termination or expiration of this Agreement generally, and as to impounded vehicles for three (3) years following the vehicle's release or sale at public auction.

c) Assignment. This Agreement may not be transferred or assigned by either party without the prior written consent of the other party which consent may be withheld in the sole discretion of the requested party.

d) Non-Discrimination. The parties agree to abide by all legal provisions regarding non-discrimination in hiring and contracting made applicable by federal, state and local laws.

e) Notices. Any written notice to any party under this Agreement shall be deemed sufficient if delivered personally, or by facsimile, telecopy, electronic or digital transmission (provided such delivery is confirmed), or by a recognized overnight courier service (e.g., DHL, Federal Express, etc.), with confirmed receipt, or by certified or registered United States mail, postage prepaid, return receipt requested, sent to the address set forth below or to such other address as such party may designate by notice given pursuant to this section:

The Authority:

The Philadelphia Parking Authority
3101 Market Street, 2nd Floor
Philadelphia, PA 19104
Attn: Dennis G Weldon, Jr.
General Counsel

The Commonwealth:

Commissioner
Pennsylvania State Police
1800 Elmerton Ave.
Harrisburg, PA 17110

f) Captions. The captions in this Agreement shall be considered a part of and within the scope of this Agreement.

g) Applicable Law and Venue. All disputes arising in connection with this Agreement shall be interpreted and governed by the laws of the Commonwealth of Pennsylvania.

h) Costs. The parties may collect fees, fines, costs, and penalties from third parties through this Agreement, as permitted by law. The Authority's Fee Schedule is attached hereto as Exhibit "F". All parties shall receive prompt notice of changes to the Fee Schedule and a current copy shall be posted at required Authority locations at all times.

i) Amendments. The parties may amend this Agreement at any time through written mutual addendum.

j) The provisions of this Agreement are intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

k) In carrying out their respective duties and obligations under this Agreement, the Authority and the State Police and their respective officers, agents and employees shall act in an independent capacity and neither party shall act or be deemed to act as officers, agents and employees of the other. Each agrees to be responsible for the negligent or wrongful acts of their respective employees. Each party will pay for its own loss, liability, or expense which arises out of or relates to their acts or omissions regarding their obligations hereunder, where a final determination of liability on the part of each party is established by a court of law or where settlement has been agreed to by each party. This provision may not be construed to limit each agency's rights, obligations, liabilities, claims, or defenses, which arise as a matter of law or under any other provision of this Agreement. This provision may not be construed to limit the sovereign immunity of the Authority, the Commonwealth or the State Police. Neither this provision, nor any other provision of this agreement, is intended to create nor does it create any rights or obligations with respect to any third parties.

IN WITNESS WHEREOF, and intending to be legally bound the parties have set their hands and seals on the date first above written.

Attest: *Adrienne McAllister*
Print Name: Adrienne McAllister
Print Title: Executive Assistant


The Philadelphia Parking Authority
By: *Vincent J. Fenerty Jr.*
Print Name: Vincent J. Fenerty Jr.
Print Title: Executive Director

APPROVED AS TO FORM:
[Signature]
OFFICE OF GENERAL COUNSEL
THE PHILADELPHIA PARKING AUTHORITY

Witness *Capt. Lynn E. Hess*
Print Name: CAPT. LYNN E. HESS
Print Title: EXECUTIVE OFFICER


The Pennsylvania State Police
By: *COL. Jeffrey B. Miller*
Print Name: COL. JEFFREY B. MILLER
Print Title: COMMISSIONER

APPROVED AS TO FORM AND LEGALITY:


PENNSYLVANIA STATE POLICE
Office of Chief Counsel

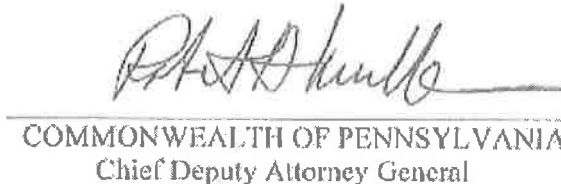
4-2-07

Date


COMMONWEALTH OF PENNSYLVANIA
Deputy General Counsel

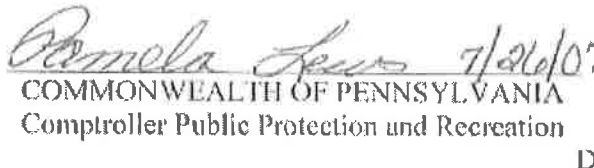
4.10.07

Date


COMMONWEALTH OF PENNSYLVANIA
Chief Deputy Attorney General

Date

Acknowledged:


COMMONWEALTH OF PENNSYLVANIA
Comptroller Public Protection and Recreation

7/26/07
Date

EXHIBIT A

EXHIBIT "A"

TOWING PROCEDURES

1. The Pennsylvania State Police ("State Police") has entered into a Memorandum of Understanding with The Philadelphia Parking Authority ("Authority") to tow and store vehicles, combinations or loads (collectively "vehicle") from certain highways within the City of Philadelphia dated March 30, 2007 and as stated herein (the "MOU"). These procedures shall establish a baseline for operations between the parties and may be amended at any time by written mutual agreement of the parties.
2. Except as set forth in section 3 below, if the State Police, in the course of patrolling certain highways, come upon a vehicle found to be in violation of 75 Pa.C.S. §§6309, 6309.1, and/or 6309.2 (hereinafter "Live Stop"), abandoned, disabled for any reason, or a safety concern on or about the highway, the State Police shall direct towing and storage by the Authority.
3. With the exception of vehicles in excess of 17,000 pounds and those containing hazardous materials, if the owner of the vehicle is at the scene of the disabled vehicle (due to accident or otherwise), the owner may direct that vehicle be towed, within a reasonable timeframe, by a tow operator of its choosing (private tow operator, AAA, etc.). However, in the discretion of the State Police any vehicle may be designated for immediate tow by the Authority.
4. The State Police may, in its discretion, issue an appropriate citation, with each relocation and prepare the appropriate incident or tow report.
5. In order to direct a tow by the Authority the State Police will contact the Authority Radio Room at 215-683-9773. The State Police will provide the Radio Room operator with the vehicle location, make, model and color, license plate number, and State Police Incident number. The Authority Radio Room will dispatch the Authority tow operator to the scene.
6. Barring emergency or other mutually agreed to circumstances, all vehicles not containing hazardous materials and being under 17,000 pounds will be towed pursuant to these procedures shall be relocated to Authority Impound Lot #1 (2501 Weccacoe Avenue, Philadelphia, PA.), all other vehicles shall be tow to Impound Lot #4A (3201 N. Delaware Ave.). In the event the State Police direct that a vehicle be Towed for investigatory reasons, it shall be towed to the location designated by the State Police at no charge to the State Police.
7. The Authority will provide a separate line item with its accounting and budgeting reports for the Highway-related towing operation. Costs should include staffing, equipment, maintenance and operating costs for the exclusive Highway towing operation. Reports will be included in the existing submissions to the City of Philadelphia.
8. In the event any vehicle towed and stored by the Authority carries outstanding moving violations or Philadelphia parking violations, and barring a court order otherwise, such costs

EXHIBIT "A"

shall be paid by the owner of the vehicle to the Authority prior to release in addition to other outstanding costs and fees permitted by the MOU.

9. Except for vehicles towed and stored by the Authority for Live Stop violations, the State Police shall on the date of towing either provide written instructions by hand delivery (when the owner is on the scene at the time of the tow) or mail a letter to the vehicle's owner stating the vehicle's location, the manner in which the vehicle may be reclaimed, and the time frame for doing so before the vehicle is declared abandoned or unclaimed.

10. Approximately one week following the towing and storage of any vehicle pursuant to the MOU, such vehicle will be assigned an Authority auction number for reference. Such number will reflect that this vehicle was towed at the request of the State Police and will be given the following letters "ST" which will show that this was a "State Tow". (e.g. "GS100ST").

11. The State Police may direct that any fees or costs permitted by law and associated with any vehicle towed and stored by the Authority be paid to the Authority as agent for the State Police as a requirement for the vehicle's release from storage by the Authority.

EXHIBIT B



PHILADELPHIA PARKING AUTHORITY



3101 Market Street Philadelphia, PA 19104

NOTICE OF IMMOBILIZATION AND IMPOUNDMENT OF VEHICLE SUBJECT TO SALE

Wednesday, August 16, 2006

Dear,

The Philadelphia Parking Authority is informing you that on, the following vehicle, registered in your name, was immobilized and/or impounded as authorized by Traffic Court for violation(s) of the motor Vehicle Code, 75 Pa.C.S. 6309.2:

Vehicle Year: Slats and Tag Displayed
Vehicle Make: Vehicle Identification Number:
PPA Control Number:

You may recover the vehicle as provided by 75 Pa. C.S. ss 6309.2.

Before you may recover the vehicle, you must appear in person at the Philadelphia Traffic Court, 800 Spring Garden Street, Philadelphia, Pa to resolve any outstanding vehicle registration or operating privilege issues. You must bring with you the following: valid registration, proof of current insurance, and operator license, if applicable. You may call (215) 686-1680 for instructions on the procedure to be followed to recover your vehicle.

If the Philadelphia Traffic Court issues a Certificate of Release, you may recover this vehicle by bringing the Certificate of Release issued by the Philadelphia Traffic Court, valid registration, proof of current insurance, along with payment of the applicable towing and storage fees and other applicable fines or costs, to:

Philadelphia Parking Authority Hours:
Impoundment Lot #1 M/TH 8:00AM - 9:00PM
2501 Weccacoe Avenue Friday 8:00AM - 2:00AM
Philadelphia, PA 19148 Saturday 9:00AM - 2:00 AM
(215) 683-9550 Sunday 4:00PM - 2:00AM

Pursuant to 75 Pa. C.S. ss6309.2 and joint general Court Regulation No. 98-2, if this vehicle is not recovered within (15) days of the date of this notice, The Philadelphia Parking Authority will petition the Philadelphia Court of Common Pleas to sell this vehicle at public auction. A petition to sell this vehicle will be filed with the court requesting leave to sell this vehicle at public auction At 12:00 P.M. at the following location:

You are responsible to remove any personal property from your vehicle within ten days of the date the vehicle was impounded.

Upon auction of the motor vehicle and the payment of the fines and costs referred to above, any remaining proceeds shall be subject to the demands of the original owner of record and/or lienholder of record, as their interest may appear. If not claimed within one year, any such remaining proceeds shall be forfeited to the city of Philadelphia.

THIS IS THE FINAL NOTICE THAT YOU WILL RECEIVE BEFORE THE COURT ENTERS AN ORDER AUTHORIZING THE SALE OF THIS VEHICLE. IF YOU DO NOT RECLAIM THIS VEHICLE, THE COURT OF COMMON PLEAS WILL ISSUE AN ORDER GRANTING THE PETITION AS SET FORTH ABOVE AND AUTHORIZING THE SALE OF YOUR VEHICLE AT THE PUBLIC AUCTION SET FORTH ABOVE. THE VEHICLE WILL THEN BE AUCTIONED AS SET FORTH ABOVE; YOUR INTEREST WILL BE EXTINGUISHED, AND OWNERSHIP WILL VEST TO THE SUCCESSFUL BIDDER.

Sincerely,

John Caputo, Manager
Towing and Impoundment





PHILADELPHIA PARKING AUTHORITY

3101 Market Street Philadelphia, PA 19104



NOTICE OF IMMOBILIZATION AND IMPOUNDMENT OF VEHICLE SUBJECT TO SALE

Wednesday, August 16, 2006

Dear,

The Philadelphia Parking Authority is informing you that on _____, the following vehicle, which your company is the lienholder, has been immobilized and/or impounded as authorized by the Traffic Court for violation(s) of the Motor Vehicle Code, 75 Pa. C.S. 6309.2. The registered owner of this vehicle is:

Vehicle Year:	State and Tag Displayed
Vehicle Make:	Vehicle Identification Number:
	PPA Control Number:

You may recover the vehicle as provided by 75 Pa. C.S. 6309.2. Before you may recover the vehicle, you must appear in person at the Philadelphia Traffic Court, 800 Spring Garden Street, Philadelphia, Pa to resolve any outstanding vehicle registration or operating privilege issues. You must bring with you the following: valid registration, proof of current insurance, and operator license, if applicable. You may call 686-1680 for instructions on the procedure to be followed to recover your vehicle.

If the Philadelphia Traffic Court issues a Certificate of Release, you may recover this vehicle by bringing the Certificate of Release issued by the Philadelphia Traffic Court, valid registration, proof of current insurance, along with payment of the applicable towing and storage fees and other applicable fines or costs, to:

Philadelphia Parking Authority Impoundment Lot #1 2501 Waccasque Avenue Philadelphia, Pa 19148 (215)683-9550	Hours: Mon-Thurs. 8:00 a.m. - 9:00 p.m. Fri-Sat 8:00 a.m. - 2:00 a.m. Sunday 4:00 p.m. - 2:00 a.m.
--	---

Pursuant to 75 Pa. C.S. 6309.2 and Joint General Court Regulation No. 98-2, if this vehicle is not recovered within fifteen (15) days of the date of this notice, the Philadelphia Parking Authority will petition the Philadelphia Court of Common Pleas to see this vehicle at public auction. A petition to sell this vehicle will be filed with the Court requesting leave to sell this vehicle at public auction on _____ at the following location:

You are responsible to remove any personal property from your vehicle within ten days of the date the vehicle was impounded. Upon auction of the motor vehicle and the payment of the fines and costs referred to above, any remaining proceeds shall be subject to the demands of the original owner of record and/or lienholder of record, as their interest may appear. If not claimed within one year, any such remaining proceeds shall be forfeited to the city of Philadelphia.

THIS IS THE FINAL NOTICE THAT YOU WILL RECEIVE BEFORE THE COURT ENTERS AN ORDER AUTHORIZING THE SALE OF THIS VEHICLE. IF YOU DO NOT RECLAIM THIS VEHICLE, THE COURT OF COMMON PLEAS WILL ISSUE AN ORDER GRANTING THE PETITION AS SET FORTH ABOVE AND AUTHORIZING THE SALE OF YOUR VEHICLE AT THE PUBLIC AUCTION SET FORTH ABOVE. THE VEHICLE WILL THEN BE AUCTIONED AS SET FORTH ABOVE, YOUR INTEREST WILL BE EXTINGUISHED.

Sincerely,

John Caputo, Manager
Towing and Impoundment

Livestop Lien Holder

EXHIBIT C

IN THE COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY

PHILADELPHIA TRAFFIC COURT

FIRST JUDICIAL DISTRICT

JOINT GENERAL COURT REGULATION

COURT OF COMMON PLEAS AND TRAFFIC COURT

No. 98-2

Procedure for Sale of Motor Vehicles Impounded for Driving Without
Operating Privileges or Registration Pursuant to 75 Pa. C.S. §6309.2

On July 2, 1996, Governor Thomas Ridge signed Act No. 1996-93 which authorizes the impoundment and sale of motor vehicles under certain specified situations. The within Joint General Court Regulation sets forth the procedure to be followed in implementing Section 6309.2, which authorizes the impoundment and sale of motor vehicles for driving without operating privileges or registration.

1. Motor Vehicles Eligible for Immobilization and Impoundment. Motor vehicles are subject to immobilization and impoundment for two reasons:

- a. Motor vehicles driven by an unlicensed person, or while the person's operating privilege is suspended, revoked, canceled, recalled or disqualified; or
- b. Motor vehicle itself is not registered, or for which the registration is suspended for failure to secure or maintain financial responsibility.

2. Prerequisite to Immobilization and Impoundment. The bases identified in Section 1 above must be verified with the applicable Department of Motor Vehicles by the Philadelphia Police Department before the motor vehicle may be immobilized and impounded.

3. Prerequisites to Impoundment. A motor vehicle may not be impounded for a 24 hour period after it is immobilized so as to enable the owner or operator of the immobilized motor vehicle to appear in Traffic Court and furnish proof of registration and financial responsibility and compliance with Titles 42 and 75. During that 24 hour period, however, the motor vehicle shall be immobilized and may be transferred to a secure location for safe keeping.

4. Designation of Enforcement Officer. The Traffic Court may, from time to time, appoint such "appropriate towing and storage agents" as may be necessary to undertake the impoundment and notification required by Act No. 1996-93.

5. Impoundment. Upon expiration of the 24 hour period as set forth above, if a Certificate of Release has not been issued evidencing compliance with 75 Pa. C.S. §6309.2(b) and Sections 2 and 3 above, the appointed towing and storage agents shall impound the vehicle and store same at an appropriate location.

6. Notice of Impoundment. When applicable, the appropriate law enforcement officer shall issue a citation or summons to the operator of the motor vehicle. The appropriate towing and storage agent shall notify the title owner of the vehicle or combination and any lienholder and, if applicable, the owner of the load, of the fact that the motor vehicle has been impounded pursuant to 75 Pa. C.S. §6309.2 and of their right to recover the said

motor vehicle by showing compliance with 75 Pa. C.S. §6309.2(b). The notice shall further provide that if the vehicle is not recovered by a stated date, the vehicle will be sold. The notice shall be substantially in the form set forth hereunder as Exhibit "A". Notice shall be sent to the addresses on file at the appropriate departments of motor vehicle by regular mail, which the Court finds to be the most expeditious means, and a Certificate of Mailing shall be obtained. Notice shall be deemed to have been provided upon the mailing of the notices as set forth herein.

7. Obtaining Leave of Court to Sell Vehicle. A Petition and Motion Court Cover Sheet shall be filed with the Prothonotary and Civil Administration setting forth, *inter alia*, that prior to impounding the motor vehicle, the operator and owner of the motor vehicle had 24 hours to obtain a certificate of release as provided in 75 Pa. C.S. §6303.2(b), and further setting forth the efforts made to notify the owners, and lienholders of record, the fact that no Certificate of Release has been issued, or if issued, that the vehicle has not been recovered. Copies of the notices sent to the appropriate parties and the Certificates of Mailing shall be attached to the Petition. Upon review of the Petition, the President Judge of the Court of Common Pleas, or his designee, if satisfied that the required Notices were sent, that no Certificate of Release was issued, or that if issued, the vehicle has not been recovered, that the owner or operator of the impounded motor vehicle have not complied with 75 Pa. C.S. §6309.2, and that the requisite fines and costs have not been paid, may enter an Order authorizing the Traffic Court, through its authorized agent, to sell at public auction the motor vehicles described in the said Petition. The Order shall be substantially in the form set forth hereunder as Exhibit "B".

8. Notice of Auction Date and Rights of Owners of Record and Lienholders of Record Pending Auction. Notice of the auction dates shall be provided as set forth in Section 6 above. Notice of the public auction shall also be provided by publication at least five (5) days before the auction in either *The Philadelphia Inquirer* or *The Philadelphia Daily News*, or as otherwise directed by the Court of Common Pleas. At any time prior to the auction date, any operator, owner, or lienholder, may obtain the release of the motor vehicle upon compliance with 75 Pa. C.S. §6309.2(b) and upon payment of the fines, fees and costs as set forth in the Notice and as may be incurred thereafter. Upon issuance of the Certificate of Release by the Traffic Court, the motor vehicle must be picked up before the auction set forth in the Notice provided as required in Section 6 above. In the event a vehicle scheduled to be auctioned on a specific date established in accordance with the procedures set forth herein is not auctioned on that date, the said vehicle may be auctioned on a subsequent date provided, however, that the interested parties are provided new Notices setting forth the date of the rescheduled auction, substantially as set forth in Sections 6 and 8.

9. List of Successful Bidders. At the auction, the Traffic Court and/or its authorized agent, shall maintain a list of the successful bidders. The said list shall be submitted to the Court of Common Pleas within thirty (30) days after the auction so that an order may be entered, if necessary, directing the appropriate departments of transportation to extinguish title of the prior owners or lienholders of record and to issue certificates of ownership to the successful bidders. The order shall substantially be in the form set forth hereunder as Exhibit "C".

10. Disposition of Proceeds of the Auction. The proceeds from the auction shall be used to satisfy the various fines and costs in the following order: cost of sale (auctioneer, advertising); costs associated with towing and storage; administrative costs imposed by Traffic Court; fines imposed by the Traffic Court on the owner or lienholder of the impounded vehicle or load, including full payment of any sums which may be due pursuant to a payment plan approved by the Court; and City of Philadelphia parking fines. Any remaining proceeds shall be subject to the demands of the original owner and lienholders of record as their interest may appear. If not claimed within one year, any such remaining proceeds shall be forfeited to the City of Philadelphia or utilized as otherwise provided by the President Judge of the Court of Common Pleas.

11. Post-Auction Petition or Rolloff. Proceedings instituted after the sale or

auction of any motor vehicle conducted as authorized by 75 Pa. C.S. §6309.2 and the within Joint General Court Regulation disputing the underlying facts or offenses rendering the motor vehicle subject to sale or auction shall not invalidate the sale or auction. In the event relief is granted and the underlying offenses discharged, the only entitlement the owner and lienholder may have, if raised within the applicable limitations period, shall be the return of any remaining proceeds from the sale or auction of the motor vehicle as provided in Section 10 above.

12. Effective Date. This Joint General Court Regulation shall become effective immediately.

This Joint General Court Regulation is promulgated in accordance with Act 1996-93, the May 8, 1996 Order of the

Supreme Court of Pennsylvania, Eastern District, No. 168 Judicial Administration, Docket No. 1, Phila. Civ. R. 51 and Pa. R.C.P. 239. As required by Pa. R.C.P. 239, the original Joint General Court Regulation shall be filed with the Prothonotary in a docket maintained for General Court Regulations issued by the President Judge of the Court of Common Pleas, and copies shall be submitted to the Administrative Office of Pennsylvania Courts, the Legislative Reference Bureau and the Civil Procedural Rules Committee. Copies of the Regulation shall also be submitted to Legal Communications, Ltd., *The Legal Intelligencer*, Jenkins Memorial Law Library and the Law Library for the First Judicial District.

Alex Bonavitacola
PRESIDENT JUDGE,
COURT OF COMMON PLEAS

Bernice DeAngelis
ADMINISTRATIVE JUDGE,
TRAFFIC COURT

DATE: 06/17/98

DATE: 06/17/98

< [BACK](#)

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EXHIBIT D

IN THE COURT OF COMMON PLEAS PHILADELPHIA COUNTY

In Re: :
Philadelphia Parking Authority :
by: Carrie Gordon, :
Manager of Auction Operations :

TERM 2006 OCTOBER 2006

No:

001769

ORDER

AND NOW, this _____ day of _____, 2006, upon Petition filed on behalf of the Traffic Court on _____, the Court being satisfied that appropriate notices were sent to the owners and lienholders of vehicles listed in Exhibit "A", as required by Joint General Court Regulation No. 98-2, copies of the notices and certificates of mailing being attached to the Petition, and the said owners or lienholders not having furnished proof of valid registration and financial responsibility, or paid, or made arrangements to resolve any outstanding vehicle registration or operating privilege issues as required by 75 Pa. C.S. §6309.2, and having failed to recover the vehicle, IT IS HEREBY ORDERED and DECREED that the Traffic Court, through its authorized agent, the Philadelphia Parking Authority is authorized to sell at public auction the motor vehicles described in said Petition on October 24, 2006 at 12:00 p.m. Lot#2

2535 S Swanson St., Philadelphia, PA 19148.

Notice of said public auction shall be published at least five (5) days before the auction in either the *Philadelphia Inquirer*, *Philadelphia Daily News* or the *Philadelphia Tribune*.

Petitioner shall, after the sale, submit to the Court proof of publication and a list setting forth the names of each successful bidder for the entry of an appropriate Order directing the appropriate Departments of Transportation to issue Certificates of Title to the successful bidders.

IT IS FURTHER ORDERED and DECREED that the net proceeds of said sale shall be distributed as provided in Section 10 of Joint Court Regulation No. 98-2, and any remaining proceeds shall be held for one (1) year subject to the demands of the current owners or lienholders of record of said vehicles, as their interest may appear. If not claimed within one (1) year, any such remaining proceeds shall be forfeited to the City of Philadelphia or as otherwise provided by the President Judge of the Court of Common Pleas.

Petitioner shall mail to each currently registered owner and lienholder a copy of this order and a copy of the attached Notice of Entry that applies to that person, and shall file a Certificate of Service with the Prothonotary.

BY THE COURT

C. Darnell Jones II, P. J.

DENNIS G. WELDON, JR, ESQ.
Atty. I.D. #83976
Senior General Counsel
Philadelphia Parking Authority
3101 Market Street
Philadelphia, Pa. 19104-2807
(215) 683 9629

ATTEST

OCT 13 2006

LAURA PAONE

Attorney for Petitioner

IN-RE: : COURT OF COMMON PLEAS
Petition of Philadelphia Parking Authority : OF PHILADELPHIA COUNTY
By Carrie Gordon :
Manager of Auction Operations : CIVIL TRIAL DIVISION
: : OCTOBER 2006
: : Term, 2006
: : No. 001769

**PETITION FOR LEAVE TO SELL MOTOR VEHICLES FOR
IMPOUNDING CHARGES AND OUTSTANDING FINES AND
PURSUANT TO JOINT GENERAL COURT REGULATION NO. 98-2
ANY AND ALL RELATED COSTS AND VEST TITLE IN PURCHASER**

TO THE HONORABLE, THE JUDGES OF THE SAID COURT:

The City of Philadelphia and/or Philadelphia Parking Authority by its official, Carrie Gordon, by and through Dennis G. Weldon, Jr., Esquire, hereby petitions this Court and respectfully represents that:

1. James Hoch is Director of Enforcement for the Philadelphia Parking Authority and his duties include directing the towing, immobilization and impoundment of motor vehicles in violation of the Philadelphia Code and 75 Pa C.S.A. § 6309.2.

2. Pursuant to 75 Pa C.S.A. § 6309.2 effective July 2, 1996, providing for the immobilization and impounding of motor vehicles for driving without Operating Privileges or Vehicle Registration pursuant to 75 Pa. C.S.A. 6309.2, the Philadelphia Parking Authority has

been designated the appropriate Law Enforcement Officer in Joint General Court Regulation 98-2.

3. At the time set forth, as more fully set out in the statement attached hereto, made a part hereof and marked Exhibit "A" the motor vehicles in said Exhibit "A" were immobilized and impounded at the Philadelphia Parking Authority Impoundment Lots at 2501 Weccacoe Avenue, Philadelphia, PA or 2535 South Swanson Street, Philadelphia, PA pursuant to State Statute.

4. The registered owners of said vehicles were notified on the procedure to be followed in order to reclaim the vehicle pursuant to 75 Pa C.S.A. § 6309.2 and Joint General Court Regulation 98-2, or other provisions of law to contest the impoundment, seizure or any fee, fine or charge.

5. The registered owners of these several vehicles have failed to reclaim their vehicles. Notices were sent by First Class Mail addressed to their addresses as registered with the Bureau of Motor Vehicles, Department of Transportation, or as registered with the Registrar of Motor Vehicles of the proper state where the vehicle in question bears an out of state license, demanding the proper charges be paid and that these vehicles be removed from the Philadelphia Parking Authority Impoundment Lot. The said owners also were notified that their vehicles would be auctioned if not claimed. A copy of the Certificate of Mailing evidencing First Class Mail, along with a copy of the letter sent to each of the owners, is attached as Exhibit "B".

6. The lienholders of these several vehicles have failed to reply to notice by First Class Mail addressed to their addresses as registered with the Bureau of Motor Vehicles, Department of Transportation, Harrisburg, PA, or as registered with the Registrar of Motor Vehicles of the proper state where the vehicle in question bears an out of state license, demanding that proper charges be paid, and that these vehicles be removed from the Philadelphia Parking Authority Lot.

The said lienholders also were notified that their vehicles would be auctioned if not claimed. A copy of the Certificate of Mailing evidencing First Class Mail, along with a copy of the letter sent to each lienholder, is attached as Exhibit "C".

7. The City of Philadelphia has a financial interest in said vehicles for payment of all fines, together with costs as provided by local ordinance, associated with the towing and storage charges as authorized in Section 6309.2 (D)(2)(ii), Traffic Court costs and outstanding fines due as a result of violations of the Motor Vehicle Code and City of Philadelphia Parking fines, if any, in the amounts specifically set forth in Exhibit "A" as well as for outstanding costs related to this matter.


8. Pursuant to the aforesaid financial interest, the City of Philadelphia requests an Order of the Court authorizing the auction of each and every one of the vehicles contained in the lists marked Exhibit "A", and offer those vehicles for sale through its authorized agent, as provided in Joint General Court Regulation No. 98-2.

9. That legal notice to reclaim the vehicle under penalty of having same being subject to auction having been given to each of these vehicles owners and lienholders, if any, at that place where the owners or lienholders, if any, had title and/or registered such vehicle, as provided by the proper State Registrar, said owner's and lienholder's interest, legal and equitable, shall be extinguished by reason of the auction.

10. The proceeds of the sale of the motor vehicles shall be distributed as provided in Section Nine of Joint General Court Regulation 98.2.

WHEREFORE, the Philadelphia Parking Authority respectfully requests this Court to issue an Order authorizing the sale at public auction of such vehicles on October 24, 2006 at 12:00 P.M., at Philadelphia Parking Authority Lot #2 2535 S Swanson St., Phila., PA 19148 for payment of the above charges, fines and costs of auction in accordance with the laws of Pennsylvania, the City of Philadelphia, and Joint General Court Regulation 98-2 and further authorizing the transfer of title from those persons properly notified by the Philadelphia Parking Authority to the purchasers of said vehicles at auction by operation of law, as provided by the Motor Vehicle Code, 75 Pa. C.S.A. §1114(a).

Respectfully submitted,



DENNIS G. WELDON, JR., ESQ.
Senior General Counsel
Philadelphia Parking Authority

COMMONWEALTH OF PENNSYLVANIA }
COUNTY OF PHILADELPHIA } SS:

Before me, the undersigned authority, a Notary Public in and for said County and State, personally, appeared James Hoch, Director of Enforcement, Philadelphia Parking Authority, of the City of Philadelphia, who being duly sworn according to law, deposes and says that the averments of fact set forth in the foregoing Petition for Leave to Sell Motor Vehicles, etc. for storage and towing charges are to his best knowledge and intent, true and correct.

James Hoch

JAMES HOCH

Director of Enforcement
Philadelphia Parking Authority

Sworn to and Subscribed Before Me this
15th day of October, 2006

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
DIANE PERFETTI, Notary Public
City of Philadelphia, Phila. County
My Commission Expires 10/30/2010
Diane Perfetti

NOTARY PUBLIC

FIRST JUDICIAL DISTRICT OF PENNSYLVANIA

IN THE COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY

In RE:

Term, 2006

OCTOBER 2006

Philadelphia Parking Authority

by James Hoch

Director, Enforcement

NO:

001769

AFFIDAVIT OF SERVICE

I, _____, depose and say that I am employed by the Philadelphia Parking Authority and am responsible for supervising the mailing process of Notices required by Joint General Court Regulation (98-2). I hereby depose and say that the individuals identified on the Attached List (Exhibit 1), were sent, as applicable, a Notice to Owner (Exhibit 2) and Notice to Lienholder (Exhibit 3) by regular mail as required by, and in full compliance with, Section (6309, 6309.1, 6309.2) of the Motor Vehicle Code and the above-referenced Joint General Court Regulation. I further depose and say that a copy of each Notice and proof of mailing, shall be maintained by the Philadelphia Parking Authority for at least three years from the date of the sale as authorized by the Court, and will be produced during that time, as may be directed by the Court.

I verify that the statement made herein are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authority.

Date:

10-13-06

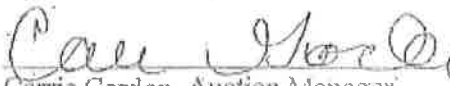

Carrie Gordon, Auction Manager
Philadelphia Parking Authority

EXHIBIT B

FR 6-2
2/9/2001

HIGHWAY ASSISTANCE

2.01 PURPOSE

The purpose of this regulation is to establish policy and procedures governing the provision of assistance to individuals on the highway, and the selection of towing services when a damaged or disabled vehicle must be removed from the highway, thereby ensuring the free, safe, and efficient movement of vehicles.

2.02 POLICY

It is the policy of the Department to provide necessary assistance to individuals in need in a timely, efficient, and safe manner. It is also the policy of the Department not to recommend a towing service.

2.03 DEFINITIONS

For the purpose of this regulation, these phrases shall have the following meaning, unless the context clearly indicates otherwise:

- A. Emergency Towing Service: A provider of road service; vehicle and cargo recovery; and/or towing of light, medium, or heavy vehicles as defined herein; who operates in accordance with the following requirements:
1. Is regularly open for the conduct of business, receiving of payments due, release of vehicles, etc., a minimum of 40 hours, Monday through Friday, between 7:00 a.m. and 5:00 p.m.
 2. Maintains a license to collect sales tax.
 3. Uses vehicles to provide service that are properly titled and registered, with the appropriate sales tax paid.
 4. Displays business name on vehicles, as required by the Vehicle Code and Title 67.

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2/9/2001

5. Equips service vehicles with appropriate safety equipment (fire extinguisher, warning devices, etc.), and any other equipment necessary to perform the function; and complies with the Vehicle Code regarding removal of debris.
 6. Maintains liability insurance, ensuring compliance with the Vehicle Code and Federal Motor Carrier Safety Regulations, as appropriate, and garage-keeper's insurance in the amount specified for that classification of towing service.
 7. Charges fees that are reasonable and customary for the service provided in the emergency towing service's geographic area. Fees must be posted for public inspection in the place of business of the emergency towing service.
- B. Established Place of Business: A single location of an emergency towing service, not a subcontractor or substitute service, equipped with the following: business telephone number published and active, secure storage lot, and emergency towing vehicles which comply with the requirements for the class of service, as defined herein. The business shall be directly accessible 24 hours a day, by no more than two telephone numbers. The employment of answering services or devices is not considered as making a business "directly accessible."
- C. Heavy-duty Service: An emergency towing service which possesses the equipment required to perform emergency towing of vehicles weighing in excess of 17,000 pounds including, but not limited to, two heavy duty wreckers. Each required wrecker must have a GVWR of not less than 50,000 pounds and be equipped with a 25-ton winching capability. One wrecker must be equipped with at least a 25,000 pound under-wheel lift. Garage-keeper's insurance in the minimum of \$200,000 must be maintained.
- D. Medium-duty Service: An emergency towing service which possesses the equipment required to perform emergency towing of multiple vehicles, weighing 7,000 pounds respectively, or less, or vehicles weighing between 7,001 and 17,000 pounds. The equipment shall have a GVWR of not less than 22,000 pounds. Garage-keeper's insurance in the minimum of \$150,000 must be maintained.

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- E. Light-duty Service: An emergency towing service which possesses the equipment required to perform emergency towing of vehicles weighing 7,000 pounds or less including, but not limited to, one conventional wrecker with a GVWR of at least 10,000 pounds and one rollback wrecker with a GVWR of at least 11,000 pounds. The conventional wrecker must be equipped with twin, four-ton winches, or greater, and a 6,000 pound, or greater, under-wheel lift. The rollback must be equipped with an 8,000 pound, or greater winch. Garage-keeper's Insurance in the minimum amount of \$100,000 must be maintained.
- F. Recovery Service: A light-, medium-, or heavy-duty towing service which, by virtue of its specialized equipment, experience and training, is capable of removing vehicles and cargo from unique locations. Examples include, but are not limited to, commercial vehicles that have rolled over or are hanging over a bridge, passenger cars at the bottom of a deep ravine, etc. A recovery service must maintain a minimum of \$250,000 garage-keeper's Insurance.
- G. Secure Storage Lot: A location or facility capable of being locked and prevents general access to vehicle(s) therein by means of a barrier at least six feet high.

2.04 PROCEDURES

- A. Station Commanders shall establish a local policy addressing the distribution of service calls within the Station's geographic area of responsibility. This policy shall address local conditions and the needs of the Department and motorists. Policy approval by the Troop Commander or designee is required.

NOTE: Quickly restoring the free and safe movement of traffic is essential. Therefore, members shall use their discretionary authority to deny requests for a specific towing service whenever the request will impair the timely restoration of the required traffic movement.

- B. Members on-scene shall provide Communications-Desk Unit personnel with the following information, which shall be forwarded to the emergency towing service contacted for response:

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1. All possible information regarding the specific location of the vehicle.
 2. The vehicle's orientation (e.g., on its roof, side, etc.) and surrounding terrain.
 3. The potential gross weight of the vehicle as derived from any of the following: registered gross vehicle weight rating, information from the custodian, bills of lading, experience of the member, etc.
 4. Estimated time before the vehicle(s) can be removed, taking into consideration all of the following factors: extrication of injured parties, collection of evidence, photography, and traffic flow.
- C. Members shall consider the need for a recovery service and make requests to Communications-Desk Unit personnel regarding same. Final determination for the use of a recovery service shall rest with the shift supervisor or, if none, the Investigating officer.
- D. Barring an absent towing service, unforeseen, or exigent circumstances, once an emergency towing service has been contacted by personnel of this Department to provide service, only the towing service contacted should be permitted to provide the service for compensation.
- E. For unusual instances requiring highly specialized or very high capacity equipment, a recovery service may hire or lease such equipment to accomplish a specific task.
- F. When emergency towing is required, the Emergency Towing Record, Form SP 6-123 Appendage A, shall be utilized to record attempts and results of securing an emergency towing service.
- G. Members who encounter a stranded individual in need of transportation, travel directions, fuel, motor vehicle repairs, towing, or other general mechanical assistance, shall endeavor to obtain or provide the required assistance in a safe and expeditious manner. Arrangements for individuals in need of assistance should be made prior to the member's departure, unless exigent or other unusual circumstances require the immediate departure of the member from the scene, e.g., hazmat incident, violent felony in progress, etc. If a member is

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required to depart the scene prior to arranging for the needed assistance, the member shall then contact Communications-Desk Unit personnel to ensure other assistance is dispatched. In all situations, members shall ensure that individuals requiring assistance are in a safe location prior to their departure. Whenever possible, members shall periodically return to the area to ensure the safety of the individual(s) and verify that the required assistance has been provided. Arranging for transportation or, in exceptional circumstances, providing transportation may be necessary to ensure the safety of the individual(s). Members required to transport the stranded individual(s) shall inform Communications-Desk Unit personnel of their location, destination, starting/ending mileage, and the reason for the transport.

- H. Members who encounter an individual in need of medical, fire, or other emergency assistance shall obtain or provide the appropriate assistance. Appropriate assistance may include rendering first aid, utilizing a fire extinguisher, having an ambulance or fire personnel dispatched to the scene, or directing or transporting an individual to a medical facility. Members shall not depart the location until assistance has arrived or the individual has been taken to a safe location where the necessary assistance can be obtained.

2.05 UNUSUAL CIRCUMSTANCES

Nothing contained in this regulation shall be construed as prohibiting members from exercising good judgment and utilizing all available resources necessary to preserve life, when unusual circumstances exist. Members should be prepared to articulate the unusual circumstances that gave rise to deviation from this regulation.

2.06 APPLICATION PROCEDURE FOR TOWING SERVICE

- A. Towing services interested in receiving service calls from the Pennsylvania State Police must make application to each installation from which it wishes to receive such calls. The application, and Fee Schedule, can be found in Appendage B.
- B. Towing services must have an established place of business and a secure storage lot, as defined in this regulation.
- C. Towing services shall indicate on the application all services it

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intends to provide: Heavy Duty, Medium Duty, Light Duty, or Recovery Service. The service shall be equipped for the service it intends to provide, as described in this regulation.

- D. Towing services shall advise the Department of its fees in accordance with the Fee Schedule, Appendage B.

2.07 SUSPENSION OF TOWING SERVICE(S)

- A. The Patrol Section Commander/Operations Officer, with the concurrence of the Troop Commander, shall be authorized to suspend a towing service from contact by the Department. Such suspension shall not exceed three years.
- B. Notice of the suspension shall be sent to the established place of business of the towing service and to all Department locations likely to be affected.
- C. The following are considered to be valid reasons for the suspension of a towing service:
1. Three instances of inability to respond due to circumstances within their control during any six-month period.
 2. Failure to maintain the standards for towing services set forth in this regulation.
 3. The commission of an act by an owner or manager of a towing service involving dishonesty or corruption, when the act directly or indirectly affects the health, welfare, or safety of others. If the act constitutes a crime, conviction thereof in a criminal proceeding is not a necessary condition precedent to the suspension.
 4. Furnishing false information on the Application to Provide Emergency Towing Services, Form SP 6-151 (Appendage B).
 5. Overcharging for services rendered, as determined in conjunction with the Fee Schedule filed with the Application to Provide Emergency Towing Services or the institution of fees not listed on the Fee Schedule.
 6. Repeated conduct of a nature which, by means of the

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relationship the service has with the Department, tends to demean the public image of the Department.

- D. A towing service that has been suspended must take appropriate remedial action before it will become eligible to receive service calls at the end of its suspension.
- E. When an employe of a towing service has been convicted of a misdemeanor or felony, the Patrol Section Commander/ Operations Officer, with the concurrence of the Troop Commander, reserves the right to indefinitely suspend that employe from responding to the Department's request for services.

EXHIBIT F

PPA Towing Recovery Fees

<i>Vehicle under 17,000 pounds - live stop</i>	Tow Fee \$ 135.00
<i>Vehicle under 17,000 pounds - straight tows</i>	Tow Fee \$125.00
	Storage: \$13.80 for first 5 days \$20.70 per day after 5 days
<i>Vehicles over 17,000 pounds - live stop</i>	Tow Fee \$ 320.00
	Storage \$74.75 for each 24 hrs.
<i>Vehicles over 17,000 pounds - straight tows</i>	Tow Fee \$ 300.00
	Storage: \$57.50 for each 24 hrs
FUEL FEE'S	PRICE PER GALLON
# of Gallons	\$6.45
MISCELLANEOUS FEE'S	
	FLAT RATE PER AXLE PER HOUR PER JOB EACH
Securing / Tarping etc.	\$195.00
Caging Truck Brakes	\$39.95
Supervisor Vehicle (N/D)	\$45.00
Supervisor Fuel	\$15.00
Fleet Vehicle (N/D)	\$45.00
Fleet Fuel Charge	\$15.00
Tow Truck (Diesel)	\$50.00
Tow Truck Fuel Charge	\$20.00
Oil Dry	\$22.50
Security Straps	\$35.00
Tarps Left w/ Vehicle or Damaged	\$265.00
Recovery Fee (H.D. Wrecker)	\$385.00
H.D. Wrecker Fuel Charge	\$20.00
Miscellaneous Materials	
Drip Pans	\$11.00 Small \$22.00 Large
Trailer Cable Clamps for Tow Bar	\$6.00
Spilt Load Tow Fee	\$320.00
Dolly Vehicle Charge	\$45.00
Passenger Vehile, SUV, etc. (recovery)	Varies
<i>Clean up of spills or hazardous materials will be charged as time and materials.</i>	
<i>There will be a \$50.00 Administration and Processing fee applied to Truck Impounds that are W Tows.</i>	

INTERGOVERNMENTAL AGREEMENT FOR VEHICLE AND LOAD UPRIGHTING, TOWING, AND STORAGE

Contract No.: K-07-0005

THIS INTERGOVERNMENTAL AGREEMENT is made this 30th day of March, 2007 by and between The Philadelphia Parking Authority (hereinafter the "Authority") and the Commonwealth of Pennsylvania, through the Pennsylvania State Police (hereinafter the "State Police").

WHEREAS, the State Police commenced patrol of certain highways in the City of Philadelphia in January 2007, (hereinafter "City Patrol") and will in the course of such law enforcement activity need to summon the services of highly qualified vehicle or combination load towing, storage, uprighting, removal, and recovery services generally and including those related to 75 Pa.C.S. §6309, 6309.1 and 6309.2, through procedures more fully set forth herein (hereinafter "Services");

WHEREAS, the Authority is the designated towing and storage agent for the affected highways pursuant to 75 Pa.C.S. §6309, 6309.1, and 6309.2 (hereinafter "Live Stop" or "Live Stop Statutes");

WHEREAS, the State Police desire to have the Authority, as a government agency created by both the Commonwealth and the City of Philadelphia (hereinafter "Philadelphia") and as an agency with great experience and success in providing such services in Philadelphia, continue to provide such vehicle or combination load towing, storage, uprighting, removal, and recovery services as directed by the State Police as set forth herein; and

WHEREAS, the Authority desires to provide such services, upon direction of the State Police;

NOW, THEREFORE, in consideration of the covenants and conditions contained herein, intending to be legally bound, the parties hereto hereby agree as follows:

Section 1. GENERAL MATTERS. For purposes of this Agreement vehicles may be taken into the possession of the Authority only upon authorization from the State Police pursuant to terms established herein. The Authority shall be the Commonwealth's sole towing, impoundment, auction, and

Recovery Duty agent in the City of Philadelphia. In no event may the Authority release any vehicle towed pursuant this Agreement absent adequate evidence of ownership and compliance with applicable laws and ordinances, including those related to fees and costs. The parties have agreed to towing and impoundment procedures consistent with applicable law and ordinances, which are attached hereto as Exhibit "A" and incorporated herein throughout (hereinafter referred to as "Towing Procedures"), the Towing Procedures may be amended in writing at any time by the parties.

Section 2. LIVE STOP IMPOUNDMENTS.

a) **Impoundment Determination.** The Authority is the designated Live Stop towing and storage agent in Philadelphia. In the event the Commonwealth determines to enforce Live Stop in Philadelphia, it shall do so through the Authority.

b) **Venue.** The court of competent jurisdiction as to Live Stop impoundments in Philadelphia is the First Judicial District of Pennsylvania through the Philadelphia Traffic Court.

c) **Notice of Impoundment.** In addition to any notice provided at the time of impoundment, the Authority shall promptly provide notice by first class mail, proof of mailing, of the impoundment of the vehicle, combination, or load to the owner of the vehicle and any lienholder, as either may be determined using a reasonably available state database. The Notice of Impoundment shall be substantially similar to the Notice attached hereto as Exhibit "B". The Authority may from time to time amend the notice to provide additional or more accurate information.

d) **Live Stop Impoundment Release.** The Live Stop Statutes and local court regulations provide specific terms and procedures, which must be followed in order to obtain the release of a vehicle, combination or load (hereinafter collectively "vehicle") impounded pursuant to Live Stop. The parties have agreed to Live Stop impoundment release procedures, consistent with Pennsylvania Statute, Local Ordinance, and Philadelphia Court Regulation.

e) Disposition of Unclaimed Impounded Vehicles or Combinations.

1. The Authority may dispose of vehicles or combinations impounded pursuant to Live Stop, but unclaimed by the date and time set forth in the notice provided pursuant to Section 1 (e) of this Agreement, through public auction as set forth in 75 Pa.C.S. §6310 (hereinafter the "Auction Statute"). In no event may a vehicle or combination be auctioned in advance of time lines set forth in the Auction Statute, but may be held for periods exceeding those timelines as necessary.
2. Pursuant to the Auction Statute and Philadelphia "Joint Court Regulation Court of Common Pleas and Traffic Court No. 98-2", a true and correct copy of which is attached hereto as

Exhibit "C", an impounded vehicle may not be auctioned without issuance of a Court Order and service of such Order upon appropriate parties, except for emergencies related to the imminent spoilage of loads.

3. The Authority shall prepare and file the pleadings necessary to obtain Court approval for all public auctions as necessary. Such pleadings shall be in a form substantially similar to the sample petition and Order attached hereto as Exhibit "D".

Section 3. INVESTIGATORY TOWS.

From time to time the State Police may direct the Authority to tow vehicles to State Police property for purposes of conducting an investigation related to the vehicle. In such cases the Authority shall tow the vehicle from the point of origin directly to the directed State Police facility without charge of any fee. In the event any such vehicle is not reclaimed by the appropriate owner, after appropriate notice by the State Police, the State Police may direct the Authority to tow the vehicle to an Authority facility and initiate the appropriate process of disposing of the vehicle as abandoned or unclaimed with all notice to the owner and/or lienholder required by law. Pursuant to applicable law the Authority may assess all fines, penalties, fees, and costs against the owner or lienholder of any vehicle left abandoned or unclaimed permitted by applicable law or ordinance.

Section 4. SAFETY TOWS.

a) **Definition.** The Authority, shall, in addition to any necessary recovery duties set forth below, tow and store any vehicle designated by the State Police as a safety hazard and/or abandoned vehicle (i.e. vehicles left on the shoulder of a highway, vehicles found to block highways, etc.). The Authority may dispose of any vehicle towed but unclaimed pursuant to this section, but in no event before the expiration of any period designated by the State Police for the vehicle to be reclaimed by its owner. Upon towing the Authority may assess all fines, penalties, fees, and costs permitted by applicable law or ordinance..

b) **Recovery Duty.**

1. In the event it becomes necessary to upright or recover any vehicle, combination, or load on the highways of Philadelphia, subject to the jurisdiction of the Commonwealth's City Patrol, the Commonwealth shall direct such up-righting or recovery duties to the Authority (hereinafter "Recovery Duty").
2. The Authority agrees that it has and shall maintain sufficient equipment, personnel, and facilities to provide all necessary Recovery Duty services.

3. In the event that any Recovery Duty results from an occurrence involving any hazardous or otherwise dangerous substance, the Authority shall await certification from the Commonwealth, the Philadelphia Fire Department, or other appropriate officials that the vehicle may be safely recovered and removed from the highway.
4. The Authority may from time to time employ the use of duly qualified agents to provide or assist in the provision of Recovery Duty.
5. The parties have agreed to the Tow Procedures set forth in Exhibit "A", which may be amended from time to time through written mutual agreement of the parties.

c) **Notice of Impoundment.** The State Police shall continue, in its discretion, to follow its policies as contained in FR 6-2, a true and correct copy of which is attached hereto as Exhibit "E" as to notice and other matters related to this Agreement. The Authority shall promptly provide notice of impoundment pursuant to this Section by first class mail, proof of mailing, to any lienholder determined using a reasonably available state database, as required by law. The Authority may from time to time amend the notice to provide additional or more accurate information

Section 5. PENNSYLVANIA STATE POLICE NOT RESPONSIBLE FOR FEES. In no case will the Pennsylvania State Police be responsible to the Authority for any fees or charges for any act or service performed pursuant to this Agreement.

Section 6. CERTAIN NET REVENUE. It is agreed that net revenue to the Authority derived from its functions related Section 3. and 4. of this Agreement will be transferred annually to the State Police. "Net revenue" shall mean revenue to the Authority, net of all operational costs and shall not include revenue collected by the Authority as an agent of the City of Philadelphia (e.g. parking violations, moving violations, Red Light Camera violations) or through the Live Stop Statutes.

Section 7. Term. This Agreement shall become effective upon the date set forth above and remain effective until terminated by either party. Either party may terminate the agreement with One Hundred and Twenty (120) days notice to the other party.

Section 8. General Terms and Conditions.

a) **Confidential Matters.** Cognizant of the requirements of the Right To Know Law, The parties agree to the extent permitted by law to treat as confidential any information or document from the files of the other which may come into their possession in pursuit of its duties under this Agreement.

b) Maintenance of Records. The parties shall maintain all data, records, citations, memoranda, statements of services rendered, correspondence and copies thereof, in adequate form, detail and arrangement, for the for the other's benefit for a minimum of three (3) years following the termination or expiration of this Agreement generally, and as to impounded vehicles for three (3) years following the vehicle's release or sale at public auction.

c) Assignment. This Agreement may not be transferred or assigned by either party without the prior written consent of the other party which consent may be withheld in the sole discretion of the requested party.

d) Non-Discrimination. The parties agree to abide by all legal provisions regarding non-discrimination in hiring and contracting made applicable by federal, state and local laws.

e) Notices. Any written notice to any party under this Agreement shall be deemed sufficient if delivered personally, or by facsimile, telecopy, electronic or digital transmission (provided such delivery is confirmed), or by a recognized overnight courier service (e.g., DHL, Federal Express, etc.), with confirmed receipt, or by certified or registered United States mail, postage prepaid, return receipt requested, sent to the address set forth below or to such other address as such party may designate by notice given pursuant to this section:

The Authority:

The Philadelphia Parking Authority
3101 Market Street, 2nd Floor
Philadelphia, PA 19104
Attn: Dennis G Weldon, Jr.
General Counsel

The Commonwealth:

Commissioner
Pennsylvania State Police
1800 Elmerton Ave.
Harrisburg, PA 17110

f) Captions. The captions in this Agreement shall be considered a part of and within the scope of this Agreement.

g) Applicable Law and Venue. All disputes arising in connection with this Agreement shall be interpreted and governed by the laws of the Commonwealth of Pennsylvania.


h) Costs. The parties may collect fees, fines, costs, and penalties from third parties through this Agreement, as permitted by law. The Authority's Fee Schedule is attached hereto as Exhibit "F". All parties shall receive prompt notice of changes to the Fee Schedule and a current copy shall be posted at required Authority locations at all times.


i) Amendments. The parties may amend this Agreement at any time through written mutual addendum.


j) The provisions of this Agreement are intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.


k) In carrying out their respective duties and obligations under this Agreement, the Authority and the State Police and their respective officers, agents and employees shall act in an independent capacity and neither party shall act or be deemed to act as officers, agents and employees of the other. Each agrees to be responsible for the negligent or wrongful acts of their respective employees. Each party will pay for its own loss, liability, or expense which arises out of or relates to their acts or omissions regarding their obligations hereunder, where a final determination of liability on the part of each party is established by a court of law or where settlement has been agreed to by each party. This provision may not be construed to limit each agency's rights, obligations, liabilities, claims, or defenses, which arise as a matter of law or under any other provision of this Agreement. This provision may not be construed to limit the sovereign immunity of the Authority, the Commonwealth or the State Police. Neither this provision, nor any other provision of this agreement, is intended to create nor does it create any rights or obligations with respect to any third parties.


IN WITNESS WHEREOF, and intending to be legally bound the parties have set their hands and seals on the date first above written.

Attest: 
Print Name: Adeyone McAllister
Print Title: Executive Assistant

The Philadelphia Parking Authority
By: 
Print Name: Vincent J. Fenerty Jr.
Print Title: Executive Director


APPROVED AS TO FORM:

**OFFICE OF GENERAL COUNSEL
THE PHILADELPHIA PARKING AUTHORITY**

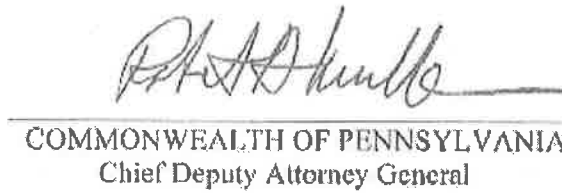
Witness 
Print Name: CAPT. LYNN E. HESS
Print Title: EXECUTIVE OFFICER

The Pennsylvania State Police
By: 
Print Name: COL. JEFFREY B. MILLER
Print Title: COMMISSIONER

APPROVED AS TO FORM AND LEGALITY:


4-2-07
PENNSYLVANIA STATE POLICE
Office of Chief Counsel Date


4.10.07
COMMONWEALTH OF PENNSYLVANIA
Deputy General Counsel Date


COMMONWEALTH OF PENNSYLVANIA
Chief Deputy Attorney General Date

Acknowledged:



7/26/07
COMMONWEALTH OF PENNSYLVANIA
Comptroller Public Protection and Recreation Date

EXHIBIT A

EXHIBIT "A"

TOWING PROCEDURES

1. The Pennsylvania State Police ("State Police") has entered into a Memorandum of Understanding with The Philadelphia Parking Authority ("Authority") to tow and store vehicles, combinations or loads (collectively "vehicle") from certain highways within the City of Philadelphia dated March 30, 2007 and as stated herein (the "MOU"). These procedures shall establish a baseline for operations between the parties and may be amended at any time by written mutual agreement of the parties.
2. Except as set forth in section 3 below, if the State Police, in the course of patrolling certain highways, come upon a vehicle found to be in violation of 75 Pa.C.S. §§6309, 6309.1, and/or 6309.2 (hereinafter "Live Stop"), abandoned, disabled for any reason, or a safety concern on or about the highway, the State Police shall direct towing and storage by the Authority.
3. With the exception of vehicles in excess of 17,000 pounds and those containing hazardous materials, if the owner of the vehicle is at the scene of the disabled vehicle (due to accident or otherwise), the owner may direct that vehicle be towed, within a reasonable timeframe, by a tow operator of its choosing (private tow operator, AAA, etc.). However, in the discretion of the State Police any vehicle may be designated for immediate tow by the Authority.
4. The State Police may, in its discretion, issue an appropriate citation, with each relocation and prepare the appropriate incident or tow report.
5. In order to direct a tow by the Authority the State Police will contact the Authority Radio Room at 215-683-9773. The State Police will provide the Radio Room operator with the vehicle location, make, model and color, license plate number, and State Police Incident number. The Authority Radio Room will dispatch the Authority tow operator to the scene.
6. Barring emergency or other mutually agreed to circumstances, all vehicles not containing hazardous materials and being under 17,000 pounds will be towed pursuant to these procedures shall be relocated to Authority Impound Lot #1 (2501 Weccacoe Avenue, Philadelphia, PA.), all other vehicles shall be tow to Impound Lot #4A (3201 N. Delaware Ave.). In the event the State Police direct that a vehicle be Towed for investigatory reasons, it shall be towed to the location designated by the State Police at no charge to the State Police.
7. The Authority will provide a separate line item with its accounting and budgeting reports for the Highway-related towing operation. Costs should include staffing, equipment, maintenance and operating costs for the exclusive Highway towing operation. Reports will be included in the existing submissions to the City of Philadelphia.
8. In the event any vehicle towed and stored by the Authority carries outstanding moving violations or Philadelphia parking violations, and barring a court order otherwise, such costs

EXHIBIT "A"

shall be paid by the owner of the vehicle to the Authority prior to release in addition to other outstanding costs and fees permitted by the MOU.

9. Except for vehicles towed and stored by the Authority for Live Stop violations, the State Police shall on the date of towing either provide written instructions by hand delivery (when the owner is on the scene at the time of the tow) or mail a letter to the vehicle's owner stating the vehicle's location, the manner in which the vehicle may be reclaimed, and the time frame for doing so before the vehicle is declared abandoned or unclaimed

10. Approximately one week following the towing and storage of any vehicle pursuant to the MOU, such vehicle will be assigned an Authority auction number for reference. Such number will reflect that this vehicle was towed at the request of the State Police and will be given the following letters "ST" which will show that this was a "State Tow". (e.g. "GS100ST").

11. The State Police may direct that any fees or costs permitted by law and associated with any vehicle towed and stored by the Authority be paid to the Authority as agent for the State Police as a requirement for the vehicle's release from storage by the Authority.

EXHIBIT B



PHILADELPHIA PARKING AUTHORITY

3101 Market Street Philadelphia, PA 19104



NOTICE OF IMMOBILIZATION AND IMPOUNDMENT OF VEHICLE SUBJECT TO SALE

Wednesday, August 16, 2006

Dear,

The Philadelphia Parking Authority is informing you that on, the following vehicle, registered in your name, was immobilized and/or impounded as authorized by Traffic Court for violation(s) of the motor Vehicle Code, 75 Pa.C.S. 6309.2:

Vehicle Year: State and Tag Displayed
Vehicle Make: Vehicle Identification Number:
PPA Control Number:

You may recover the vehicle as provided by 75 Pa. C.S. ss 6309.2.

Before you may recover the vehicle, you must appear in person at the Philadelphia Traffic Court, 800 Spring Garden Street, Philadelphia, Pa to resolve any outstanding vehicle registration or operating privilege issues. You must bring with you the following: valid registration, proof of current insurance, and operator license, if applicable. You may call (215) 685-1680 for instructions on the procedure to be followed to recover your vehicle.

If the Philadelphia Traffic Court issues a Certificate of Release, you may recover this vehicle by bringing the Certificate of Release issued by the Philadelphia Traffic Court, valid registration, proof of current insurance, along with payment of the applicable towing and storage fees and other applicable fines or costs, to:

Philadelphia Parking Authority Hours:
Impoundment Lot #1 M/TH 8:00AM - 9:00PM
2501 Weccacoe Avenue Friday 8:00AM - 2:00AM
Philadelphia, PA 19148 Saturday 9:00AM - 2:00 AM
(215) 683-9550 Sunday 4:00PM - 2:00AM

Pursuant to 75 Pa. C.S. ss6309.2 and joint general Court Regulation No. 98-2, if this vehicle is not recovered within (15) days of the date of this notice, The Philadelphia Parking Authority will petition the Philadelphia Court of Common Pleas to sell this vehicle at public auction. A petition to sell this vehicle will be filed with the court requesting leave to sell this vehicle at public auction At 12:00 PM at the following location:

You are responsible to remove any personal property from your vehicle within ten days of the date the vehicle was impounded.

Upon auction of the motor vehicle and the payment of the fines and costs referred to above, any remaining proceeds shall be subject to the demands of the original owner of record and/or lienholder of record, as their interest may appear. If not claimed within one year, any such remaining proceeds shall be forfeited to the city of Philadelphia.

THIS IS THE FINAL NOTICE THAT YOU WILL RECEIVE BEFORE THE COURT ENTERS AN ORDER AUTHORIZING THE SALE OF THIS VEHICLE. IF YOU DO NOT RECLAIM THIS VEHICLE, THE COURT OF COMMON PLEAS WILL ISSUE AN ORDER GRANTING THE PETITION AS SET FORTH ABOVE AND AUTHORIZING THE SALE OF YOUR VEHICLE AT THE PUBLIC AUCTION SET FORTH ABOVE. THE VEHICLE WILL THEN BE AUCTIONED AS SET FORTH ABOVE, YOUR INTEREST WILL BE EXTINGUISHED, AND OWNERSHIP WILL VEST TO THE SUCCESSFUL BIDDER.

Sincerely,

John Caputo, Manager
Towing and Impoundment



PHILADELPHIA PARKING AUTHORITY

3101 Market Street Philadelphia, PA 19104

NOTICE OF IMMOBILIZATION AND IMPOUNDMENT OF VEHICLE SUBJECT TO SALE

Wednesday, August 16, 2006

Dear,

The Philadelphia Parking Authority is informing you that on _____, the following vehicle, which your company is the lienholder, has been immobilized and/or impounded as authorized by the Traffic Court for violation(s) of the Motor Vehicle Code, 75 Pa. C.S. 6309.2: The registered owner of this vehicle is:

Vehicle Year:	State and Tag Displayed
Vehicle Make:	Vehicle Identification Number:
	PPA Control Number:

You may recover the vehicle as provided by 75 pa. C.S. 6309.2. Before you may recover the vehicle, you must appear in person at the Philadelphia Traffic Court, 800 Spring Garden Street, Philadelphia, Pa to resolve any outstanding vehicle registration or operating privilege issues. You must bring with you the following: valid registration, proof of current insurance, and operator license, if applicable. You may call 686-1680 for instructions on the procedure to be followed to recover your vehicle.

If the Philadelphia Traffic Court issues a Certificate of Release, you may recover this vehicle by bringing the Certificate of Release issued by the Philadelphia Traffic Court, valid registration, proof of current insurance, along with payment of the applicable towing and storage fees and other applicable fines or costs, to:

Philadelphia Parking Authority	Hours:	
Impoundment Lot #1	Mon-Thurs.	8:00 a.m. - 9:00 p.m.
2501 Weccacoe Avenue	Fri-Sat	8:00 a.m. - 2:00 a.m.
Philadelphia, Pa 19148	Sunday	4:00 p.m. - 2:00 a.m.
(215)683-9550		

Pursuant to 75 Pa. C.S. 6309.2 and Joint General Court Regulation No. 98-2, if this vehicle is not recovered within fifteen (15) days of the date of this notice, the Philadelphia Parking Authority will petition the Philadelphia Court of Common Pleas to see this vehicle at public auction. A petition to sell this vehicle will be filed with the Court requesting leave to sell this vehicle at public auction on _____ at the following location:

You are responsible to remove any personal property from your vehicle within ten days of the date the vehicle was impounded.

Upon auction of the motor vehicle and the payment of the fines and costs referred to above, any remaining proceeds shall be subject to the demands of the original owner of record and/or lienholder of record, as their interest may appear. If not claimed within one year, any such remaining proceeds shall be forfeited to the city of Philadelphia.

THIS IS THE FINAL NOTICE THAT YOU WILL RECEIVE BEFORE THE COURT ENTERS AN ORDER AUTHORIZING THE SALE OF THIS VEHICLE. IF YOU DO NOT RECLAIM THIS VEHICLE, THE COURT OF COMMON PLEAS WILL ISSUE AN ORDER GRANTING THE PETITION AS SET FORTH ABOVE AND AUTHORIZING THE SALE OF YOUR VEHICLE AT THE PUBLIC AUCTION SET FORTH ABOVE. THE VEHICLE WILL THEN BE AUCTIONED AS SET FORTH ABOVE, YOUR INTEREST WILL BE EXTINGUISHED.
Sincerely,

John Caputo, Manager
Towing and Impoundment

Livestop Lien Holder

EXHIBIT C

IN THE COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY

PHILADELPHIA TRAFFIC COURT

FIRST JUDICIAL DISTRICT

JOINT GENERAL COURT REGULATION

COURT OF COMMON PLEAS AND TRAFFIC COURT

No. 98-2

Procedure for Sale of Motor Vehicles Impounded for Driving WithoutOperating Privileges or Registration Pursuant to 75 Pa. C.S. §6309.2

On July 2, 1996, Governor Thomas Ridge signed Act No. 1996-93 which authorizes the impoundment and sale of motor vehicles under certain specified situations. The within Joint General Court Regulation sets forth the procedure to be followed in implementing Section 6309.2, which authorizes the impoundment and sale of motor vehicles for driving without operating privileges or registration.

1. Motor Vehicles Eligible for Immobilization and Impoundment. Motor vehicles are subject to immobilization and impoundment for two reasons:

a. Motor vehicles driven by an unlicensed person, or while the person's operating privilege is suspended, revoked, canceled, recalled or disqualified; or

b. Motor vehicle itself is not registered, or for which the registration is suspended for failure to secure or maintain financial responsibility.

2. Prerequisite to Immobilization and Impoundment. The bases identified in Section 1 above must be verified with the applicable Department of Motor Vehicles by the Philadelphia Police Department before the motor vehicle may be immobilized and impounded.

3. Prerequisites to Impoundment. A motor vehicle may not be impounded for a 24 hour period after it is immobilized so as to enable the owner or operator of the immobilized motor vehicle to appear in Traffic Court and furnish proof of registration and financial responsibility and compliance with Titles 42 and 75. During that 24 hour period, however, the motor vehicle shall be immobilized and may be transferred to a secure location for safe keeping.

4. Designation of Enforcement Officer. The Traffic Court may, from time to time, appoint such "appropriate towing and storage agents" as may be necessary to undertake the impoundment and notification required by Act No. 1996-93.

5. Impoundment. Upon expiration of the 24 hour period as set forth above, if a Certificate of Release has not been issued evidencing compliance with 75 Pa. C.S. §6309.2(b) and Sections 2 and 3 above, the appointed towing and storage agents shall impound the vehicle and store same at an appropriate location.

6. Notice of Impoundment. When applicable, the appropriate law enforcement officer shall issue a citation or summons to the operator of the motor vehicle. The appropriate towing and storage agent shall notify the title owner of the vehicle or combination and any lienholder and, if applicable, the owner of the load, of the fact that the motor vehicle has been impounded pursuant to 75 Pa. C.S. §6309.2 and of their right to recover the said

motor vehicle by showing compliance with 75 Pa. C.S. §6309.2(b). The notice shall further provide that if the vehicle is not recovered by a stated date, the vehicle will be sold. The notice shall be substantially in the form set forth hereunder as Exhibit "A". Notice shall be sent to the addresses on file at the appropriate departments of motor vehicle by regular mail, which the Court finds to be the most expeditious means, and a Certificate of Mailing shall be obtained. Notice shall be deemed to have been provided upon the mailing of the notices as set forth herein.

7. Obtaining Leave of Court to Sell Vehicle. A Petition and Motion Court Cover Sheet shall be filed with the Prothonotary and Civil Administration setting forth, *inter alia*, that prior to impounding the motor vehicle, the operator and owner of the motor vehicle had 24 hours to obtain a certificate of release as provided in 75 Pa. C.S. §6303.2(b), and further setting forth the efforts made to notify the owners, and lienholders of record, the fact that no Certificate of Release has been issued, or if issued, that the vehicle has not been recovered. Copies of the notices sent to the appropriate parties and the Certificates of Mailing shall be attached to the Petition. Upon review of the Petition, the President Judge of the Court of Common Pleas, or his designee, if satisfied that the required Notices were sent, that no Certificate of Release was issued, or that if issued, the vehicle has not been recovered, that the owner or operator of the impounded motor vehicle have not complied with 75 Pa. C.S. §6309.2, and that the requisite fines and costs have not been paid, may enter an Order authorizing the Traffic Court, through its authorized agent, to sell at public auction the motor vehicles described in the said Petition. The Order shall be substantially in the form set forth hereunder as Exhibit "B".

8. Notice of Auction Date and Rights of Owners of Record and Lienholders of Record Pending Auction. Notice of the auction dates shall be provided as set forth in Section 6 above. Notice of the public auction shall also be provided by publication at least five (5) days before the auction in either *The Philadelphia Inquirer* or *The Philadelphia Daily News*, or as otherwise directed by the Court of Common Pleas. At any time prior to the auction date, any operator, owner, or lienholder, may obtain the release of the motor vehicle upon compliance with 75 Pa. C.S. §6309.2(b) and upon payment of the fines, fees and costs as set forth in the Notice and as may be incurred thereafter. Upon issuance of the Certificate of Release by the Traffic Court, the motor vehicle must be picked up before the auction set forth in the Notice provided as required in Section 6 above. In the event a vehicle scheduled to be auctioned on a specific date established in accordance with the procedures set forth herein is not auctioned on that date, the said vehicle may be auctioned on a subsequent date provided, however, that the interested parties are provided new Notices setting forth the date of the rescheduled auction, substantially as set forth in Sections 6 and 8.

9. List of Successful Bidders. At the auction, the Traffic Court and/or its authorized agent, shall maintain a list of the successful bidders. The said list shall be submitted to the Court of Common Pleas within thirty (30) days after the auction so that an order may be entered, if necessary, directing the appropriate departments of transportation to extinguish title of the prior owners or lienholders of record and to issue certificates of ownership to the successful bidders. The order shall substantially be in the form set forth hereunder as Exhibit "C".

10. Disposition of Proceeds of the Auction. The proceeds from the auction shall be used to satisfy the various fines and costs in the following order: cost of sale (auctioneer, advertising); costs associated with towing and storage; administrative costs imposed by Traffic Court; fines imposed by the Traffic Court on the owner or lienholder of the impounded vehicle or load, including full payment of any sums which may be due pursuant to a payment plan approved by the Court; and City of Philadelphia parking fines. Any remaining proceeds shall be subject to the demands of the original owner and lienholders of record as their interest may appear. If not claimed within one year, any such remaining proceeds shall be forfeited to the City of Philadelphia or utilized as otherwise provided by the President Judge of the Court of Common Pleas.

11. Post-Auction Petition or Relief. Proceedings instituted after the sale or

auction of any motor vehicle conducted as authorized by 75 Pa. C.S. §6309.2 and the within Joint General Court Regulation disputing the underlying facts or offenses rendering the motor vehicle subject to sale or auction shall not invalidate the sale or auction. In the event relief is granted and the underlying offenses discharged, the only entitlement the owner and lienholder may have, if raised within the applicable limitations period, shall be the return of any remaining proceeds from the sale or auction of the motor vehicle as provided in Section 10 above.

12. Effective Date. This Joint General Court Regulation shall become effective immediately.

This Joint General Court Regulation is promulgated in accordance with Act 1996-93, the May 8, 1996 Order of the

EXHIBIT D

IN THE COURT OF COMMON PLEAS PHILADELPHIA COUNTY

In Re: _____ :
Philadelphia Parking Authority :
_____ :
by: Carrie Gordon, _____ :
Manager of Auction Operations _____ :

TERM 2006 **OCTOBER 2006**
No: _____
001769

ORDER

AND NOW, this _____ day of _____, 2006, upon Petition filed on behalf of the Traffic Court on _____, the Court being satisfied that appropriate notices were sent to the owners and lienholders of vehicles listed in Exhibit "A", as required by Joint General Court Regulation No. 98-2, copies of the notices and certificates of mailing being attached to the Petition, and the said owners or lienholders not having furnished proof of valid registration and financial responsibility, or paid, or made arrangements to resolve any outstanding vehicle registration or operating privilege issues as required by 75 Pa. C.S. §6309.2, and having failed to recover the vehicle, IT IS HEREBY ORDERED and DECREED that the Traffic Court, through its authorized agent, the Philadelphia Parking Authority is authorized to sell at public auction the motor vehicles described in said Petition on **October 24, 2006 at 12:00 p.m. Lot#2**

2535 S Swanson St., Philadelphia, PA 19148.

Notice of said public auction shall be published at least five (5) days before the auction in either the *Philadelphia Inquirer*, *Philadelphia Daily News* or the *Philadelphia Tribune*.

Petitioner shall, after the sale, submit to the Court proof of publication and a list setting forth the names of each successful bidder for the entry of an appropriate Order directing the appropriate Departments of Transportation to issue Certificates of Title to the successful bidders.

IT IS FURTHER ORDERED and DECREED that the net proceeds of said sale shall be distributed as provided in Section 10 of Joint Court Regulation No. 98-2, and any remaining proceeds shall be held for one (1) year subject to the demands of the current owners or lienholders of record of said vehicles, as their interest may appear. If not claimed within one (1) year, any such remaining proceeds shall be forfeited to the City of Philadelphia or as otherwise provided by the President Judge of the Court of Common Pleas.

Petitioner shall mail to each currently registered owner and lienholder a copy of this order and a copy of the attached Notice of Entry that applies to that person, and shall file a Certificate of Service with the Prothonotary.

BY THE COURT

C. Darrell Jones II, P. J.

DENNIS G. WELDON, JR, ESQ.
Atty. I.D. #83976
Senior General Counsel
Philadelphia Parking Authority
3101 Market Street
Philadelphia, Pa. 19104-2807
(215) 683 9629

ATTEST

OCT 18 2006

LAURA PAONE

Attorney for Petitioner

IN-RE: COURT OF COMMON PLEAS
Petition of Philadelphia Parking Authority : OF PHILADELPHIA COUNTY
By Carrie Gordon :
Manager of Auction Operations : CIVIL TRIAL DIVISION

OCTOBER 2006

Term, 2006

No.

001769

**PETITION FOR LEAVE TO SELL MOTOR VEHICLES FOR
IMPOUNDING CHARGES AND OUTSTANDING FINES AND
PURSUANT TO JOINT GENERAL COURT REGULATION NO. 98-2
ANY AND ALL RELATED COSTS AND VEST TITLE IN PURCHASER**

TO THE HONORABLE, THE JUDGES OF THE SAID COURT:

The City of Philadelphia and/or Philadelphia Parking Authority by its official, Carrie Gordon, by and through Dennis G. Weldon, Jr., Esquire, hereby petitions this Court and respectfully represents that:

1. James Hoch is Director of Enforcement for the Philadelphia Parking Authority and his duties include directing the towing, immobilization and impoundment of motor vehicles in violation of the Philadelphia Code and 75 Pa C.S.A. § 6309.2.

2. Pursuant to 75 Pa C.S.A. § 6309.2 effective July 2, 1996, providing for the immobilization and impounding of motor vehicles for driving without Operating Privileges or Vehicle Registration pursuant to 75 Pa. C.S.A. 6309.2, the Philadelphia Parking Authority has

been designated the appropriate Law Enforcement Officer in Joint General Court Regulation 98-2.

3. At the time set forth, as more fully set out in the statement attached hereto, made a part hereof and marked Exhibit "A" the motor vehicles in said Exhibit "A" were immobilized and impounded at the Philadelphia Parking Authority Impoundment Lots at 2501 Weccacoe Avenue, Philadelphia, PA or 2535 South Swanson Street, Philadelphia, PA pursuant to State Statute.

4. The registered owners of said vehicles were notified on the procedure to be followed in order to reclaim the vehicle pursuant to 75 Pa C.S.A. § 6309.2 and Joint General Court Regulation 98-2, or other provisions of law to contest the impoundment, seizure or any fee, fine or charge.

5. The registered owners of these several vehicles have failed to reclaim their vehicles. Notices were sent by First Class Mail addressed to their addresses as registered with the Bureau of Motor Vehicles, Department of Transportation, or as registered with the Registrar of Motor Vehicles of the proper state where the vehicle in question bears an out of state license, demanding the proper charges be paid and that these vehicles be removed from the Philadelphia Parking Authority Impoundment Lot. The said owners also were notified that their vehicles would be auctioned if not claimed. A copy of the Certificate of Mailing evidencing First Class Mail, along with a copy of the letter sent to each of the owners, is attached as Exhibit "B".

6. The lienholders of these several vehicles have failed to reply to notice by First Class Mail addressed to their addresses as registered with the Bureau of Motor Vehicles, Department of Transportation, Harrisburg, PA, or as registered with the Registrar of Motor Vehicles of the proper state where the vehicle in question bears an out of state license, demanding that proper charges be paid, and that these vehicles be removed from the Philadelphia Parking Authority Lot.

The said lienholders also were notified that their vehicles would be auctioned if not claimed. A copy of the Certificate of Mailing evidencing First Class Mail, along with a copy of the letter sent to each lienholder, is attached as Exhibit "C".

7. The City of Philadelphia has a financial interest in said vehicles for payment of all fines, together with costs as provided by local ordinance, associated with the towing and storage charges as authorized in Section 6309.2 (D)(2)(ii), Traffic Court costs and outstanding fines due as a result of violations of the Motor Vehicle Code and City of Philadelphia Parking fines, if any, in the amounts specifically set forth in Exhibit "A" as well as for outstanding costs related to this matter.


8. Pursuant to the aforesaid financial interest, the City of Philadelphia requests an Order of the Court authorizing the auction of each and every one of the vehicles contained in the lists marked Exhibit "A", and offer those vehicles for sale through its authorized agent, as provided in Joint General Court Regulation No. 98-2.

9. That legal notice to reclaim the vehicle under penalty of having same being subject to auction having been given to each of these vehicles owners and lienholders, if any, at that place where the owners or lienholders, if any, had title and/or registered such vehicle, as provided by the proper State Registrar, said owner's and lienholder's interest, legal and equitable, shall be extinguished by reason of the auction.

10. The proceeds of the sale of the motor vehicles shall be distributed as provided in Section Nine of Joint General Court Regulation 98.2.

WHEREFORE, the Philadelphia Parking Authority respectfully requests this Court to issue an Order authorizing the sale at public auction of such vehicles on October 24, 2006 at 12:00 P.M., at Philadelphia Parking Authority Lot #2 2535 S Swanson St., Phila., PA 19148 for payment of the above charges, fines and costs of auction in accordance with the laws of Pennsylvania, the City of Philadelphia, and Joint General Court Regulation 98-2 and further authorizing the transfer of title from those persons properly notified by the Philadelphia Parking Authority to the purchasers of said vehicles at auction by operation of law, as provided by the Motor Vehicle Code, 75 Pa. C.S.A. §1114(a).

Respectfully submitted,


DENNIS G. WELDON, JR., ESQ.
Senior General Counsel
Philadelphia Parking Authority

COMMONWEALTH OF PENNSYLVANIA }
COUNTY OF PHILADELPHIA } SS:

Before me, the undersigned authority, a Notary Public in and for said County and State, personally, appeared James Hoch, Director of Enforcement, Philadelphia Parking Authority, of the City of Philadelphia, who being duly sworn according to law, deposes and says that the averments of fact set forth in the foregoing Petition for Leave to Sell Motor Vehicles, etc. for storage and towing charges are to his best knowledge and intent, true and correct.

James Hoch

JAMES HOCH
Director of Enforcement
Philadelphia Parking Authority

Sworn to and Subscribed Before Me this
13th day of October, 2006

Diane Perfetti

NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
DIANE PERFETTI, Notary Public
City of Philadelphia, Phila. County
My Commission Expires 03/31/2011

FIRST JUDICIAL DISTRICT OF PENNSYLVANIA

IN THE COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY

In RE: Term, 2006

OCTOBER 2006

Philadelphia Parking Authority
by James Hoch
Director, Enforcement

NO:

001769

AFFIDAVIT OF SERVICE

I, _____, depose and say that I am employed by the Philadelphia Parking Authority and am responsible for supervising the mailing process of Notices required by Joint General Court Regulation (98-2). I hereby depose and say that the individuals identified on the Attached List (Exhibit 1), were sent, as applicable, a Notice to Owner (Exhibit 2) and Notice to Lienholder (Exhibit 3) by regular mail as required by, and in full compliance with, Section (6309,6309.1, 6309.2) of the Motor Vehicle Code and the above-referenced Joint General Court Regulation. I further depose and say that a copy of each Notice and proof of mailing, shall be maintained by the Philadelphia Parking Authority for at least three years from the date of the sale as authorized by the Court, and will be produced during that time as may be directed by the Court.

I verify that the statement made herein are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authority.

Date: 10-13-06



Carrie Gordon, Auction Manager
Philadelphia Parking Authority

EXHIBIT E

FR 6-2
2/9/2001

HIGHWAY ASSISTANCE

2.01 PURPOSE

The purpose of this regulation is to establish policy and procedures governing the provision of assistance to individuals on the highway, and the selection of towing services when a damaged or disabled vehicle must be removed from the highway, thereby ensuring the free, safe, and efficient movement of vehicles.

2.02 POLICY

It is the policy of the Department to provide necessary assistance to individuals in need in a timely, efficient, and safe manner. It is also the policy of the Department not to recommend a towing service.

2.03 DEFINITIONS

For the purpose of this regulation, these phrases shall have the following meaning, unless the context clearly indicates otherwise:

- A. Emergency Towing Service: A provider of road service; vehicle and cargo recovery; and/or towing of light, medium, or heavy vehicles as defined herein; who operates in accordance with the following requirements:
1. Is regularly open for the conduct of business, receiving of payments due, release of vehicles, etc., a minimum of 40 hours, Monday through Friday, between 7:00 a.m. and 5:00 p.m.
 2. Maintains a license to collect sales tax.
 3. Uses vehicles to provide service that are properly titled and registered, with the appropriate sales tax paid.
 4. Displays business name on vehicles, as required by the Vehicle Code and Title 67.

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2/9/2001

5. Equips service vehicles with appropriate safety equipment (fire extinguisher, warning devices, etc.), and any other equipment necessary to perform the function; and complies with the Vehicle Code regarding removal of debris.
 6. Maintains liability insurance, ensuring compliance with the Vehicle Code and Federal Motor Carrier Safety Regulations, as appropriate, and garage-keeper's insurance in the amount specified for that classification of towing service.
 7. Charges fees that are reasonable and customary for the service provided in the emergency towing service's geographic area. Fees must be posted for public inspection in the place of business of the emergency towing service.
- B. Established Place of Business: A single location of an emergency towing service, not a subcontractor or substitute service, equipped with the following: business telephone number published and active, secure storage lot, and emergency towing vehicles which comply with the requirements for the class of service, as defined herein. The business shall be directly accessible 24 hours a day, by no more than two telephone numbers. The employment of answering services or devices is not considered as making a business "directly accessible."
- C. Heavy-duty Service: An emergency towing service which possesses the equipment required to perform emergency towing of vehicles weighing in excess of 17,000 pounds including, but not limited to, two heavy duty wreckers. Each required wrecker must have a GVWR of not less than 50,000 pounds and be equipped with a 25-ton winching capability. One wrecker must be equipped with at least a 25,000 pound under-wheel lift. Garage-keeper's insurance in the minimum of \$200,000 must be maintained.
- D. Medium-duty Service: An emergency towing service which possesses the equipment required to perform emergency towing of multiple vehicles, weighing 7,000 pounds respectively, or less, or vehicles weighing between 7,001 and 17,000 pounds. The equipment shall have a GVWR of not less than 22,000 pounds. Garage-keeper's insurance in the minimum of \$150,000 must be maintained.

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2/9/2001

- E. Light-duty Service: An emergency towing service which possesses the equipment required to perform emergency towing of vehicles weighing 7,000 pounds or less including, but not limited to, one conventional wrecker with a GVWR of at least 10,000 pounds and one rollback wrecker with a GVWR of at least 11,000 pounds. The conventional wrecker must be equipped with twin, four-ton winches, or greater, and a 6,000 pound, or greater, under-wheel lift. The rollback must be equipped with an 8,000 pound, or greater winch. Garage-keeper's insurance in the minimum amount of \$100,000 must be maintained.
- F. Recovery Service: A light-, medium-, or heavy-duty towing service which, by virtue of its specialized equipment, experience and training, is capable of removing vehicles and cargo from unique locations. Examples include, but are not limited to, commercial vehicles that have rolled over or are hanging over a bridge, passenger cars at the bottom of a deep ravine, etc. A recovery service must maintain a minimum of \$250,000 garage-keeper's insurance.
- G. Secure Storage Lot: A location or facility capable of being locked and prevents general access to vehicle(s) therein by means of a barrier at least six feet high.

2.04 PROCEDURES

- A. Station Commanders shall establish a local policy addressing the distribution of service calls within the Station's geographic area of responsibility. This policy shall address local conditions and the needs of the Department and motorists. Policy approval by the Troop Commander or designee is required.

NOTE: Quickly restoring the free and safe movement of traffic is essential. Therefore, members shall use their discretionary authority to deny requests for a specific towing service whenever the request will impair the timely restoration of the required traffic movement.

- B. Members on-scene shall provide Communications-Desk Unit personnel with the following information, which shall be forwarded to the emergency towing service contacted for response:

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2/9/2001

1. All possible information regarding the specific location of the vehicle.
 2. The vehicle's orientation (e.g., on its roof, side, etc.) and surrounding terrain.
 3. The potential gross weight of the vehicle as derived from any of the following: registered gross vehicle weight rating, information from the custodian, bills of lading, experience of the member, etc.
 4. Estimated time before the vehicle(s) can be removed, taking into consideration all of the following factors: extrication of injured parties, collection of evidence, photography, and traffic flow.
- C. Members shall consider the need for a recovery service and make requests to Communications-Desk Unit personnel regarding same. Final determination for the use of a recovery service shall rest with the shift supervisor or, if none, the investigating officer.
- D. Barring an absent towing service, unforeseen, or exigent circumstances, once an emergency towing service has been contacted by personnel of this Department to provide service, only the towing service contacted should be permitted to provide the service for compensation.
- E. For unusual instances requiring highly specialized or very high capacity equipment, a recovery service may hire or lease such equipment to accomplish a specific task.
- F. When emergency towing is required, the Emergency Towing Record, Form SP 6-123 Appendage A, shall be utilized to record attempts and results of securing an emergency towing service.
- G. Members who encounter a stranded individual in need of transportation, travel directions, fuel, motor vehicle repairs, towing, or other general mechanical assistance, shall endeavor to obtain or provide the required assistance in a safe and expeditious manner. Arrangements for individuals in need of assistance should be made prior to the member's departure, unless exigent or other unusual circumstances require the immediate departure of the member from the scene, e.g., hazmat incident, violent felony in progress, etc. If a member is

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2/9/2001

required to depart the scene prior to arranging for the needed assistance, the member shall then contact Communications-Desk Unit personnel to ensure other assistance is dispatched. In all situations, members shall ensure that individuals requiring assistance are in a safe location prior to their departure. Whenever possible, members shall periodically return to the area to ensure the safety of the individual(s) and verify that the required assistance has been provided. Arranging for transportation or, in exceptional circumstances, providing transportation may be necessary to ensure the safety of the individual(s). Members required to transport the stranded individual(s) shall inform Communications-Desk Unit personnel of their location, destination, starting/ending mileage, and the reason for the transport.

- H. Members who encounter an individual in need of medical, fire, or other emergency assistance shall obtain or provide the appropriate assistance. Appropriate assistance may include rendering first aid, utilizing a fire extinguisher, having an ambulance or fire personnel dispatched to the scene, or directing or transporting an individual to a medical facility. Members shall not depart the location until assistance has arrived or the individual has been taken to a safe location where the necessary assistance can be obtained.

2.05 UNUSUAL CIRCUMSTANCES

Nothing contained in this regulation shall be construed as prohibiting members from exercising good judgment and utilizing all available resources necessary to preserve life, when unusual circumstances exist. Members should be prepared to articulate the unusual circumstances that gave rise to deviation from this regulation.

2.06 APPLICATION PROCEDURE FOR TOWING SERVICE

- A. Towing services interested in receiving service calls from the Pennsylvania State Police must make application to each installation from which it wishes to receive such calls. The application, and Fee Schedule, can be found in Appendix B.
- B. Towing services must have an established place of business and a secure storage lot, as defined in this regulation.
- C. Towing services shall indicate on the application all services it

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intends to provide: Heavy Duty, Medium Duty, Light Duty, or Recovery Service. The service shall be equipped for the service it intends to provide, as described in this regulation.

- D. Towing services shall advise the Department of its fees in accordance with the Fee Schedule, Appendage B.

2.07 SUSPENSION OF TOWING SERVICE(S)

- A. The Patrol Section Commander/Operations Officer, with the concurrence of the Troop Commander, shall be authorized to suspend a towing service from contact by the Department. Such suspension shall not exceed three years.
- B. Notice of the suspension shall be sent to the established place of business of the towing service and to all Department locations likely to be affected.
- C. The following are considered to be valid reasons for the suspension of a towing service:
1. Three instances of inability to respond due to circumstances within their control during any six-month period.
 2. Failure to maintain the standards for towing services set forth in this regulation.
 3. The commission of an act by an owner or manager of a towing service involving dishonesty or corruption, when the act directly or indirectly affects the health, welfare, or safety of others. If the act constitutes a crime, conviction thereof in a criminal proceeding is not a necessary condition precedent to the suspension.
 4. Furnishing false information on the Application to Provide Emergency Towing Services, Form SP 6-151 (Appendage B).
 5. Overcharging for services rendered, as determined in conjunction with the Fee Schedule filed with the Application to Provide Emergency Towing Services or the institution of fees not listed on the Fee Schedule.
 6. Repeated conduct of a nature which, by means of the

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relationship the service has with the Department, tends to demean the public image of the Department.

- D. A towing service that has been suspended must take appropriate remedial action before it will become eligible to receive service calls at the end of its suspension.
- E. When an employe of a towing service has been convicted of a misdemeanor or felony, the Patrol Section Commander/ Operations Officer, with the concurrence of the Troop Commander, reserves the right to indefinitely suspend that employe from responding to the Department's request for services.

EXHIBIT F

Appendix E
Miscellaneous Fees List

PPA Towing Recovery Fees

Tow fees

Vehicles under 10,999 pounds - live stop	Tow Fee \$150.00
Vehicles under 10,999 pounds - straight tows	Tow Fee \$150.00
	Storage: \$31.25 for every 24 hours
Vehicles over 10,999 but under 17,000 - live stops	Tow Fee \$225.00
Vehicles over 10,999 but under 17,000 - straight tows	Tow Fee \$225.00
	Storage \$50.00 per day
Vehicles over 17,000 pounds - live stop	Tow Fee \$300.00
Vehicles over 17,000 pounds - Straight tows	Tow Fee \$300.00
	Storage \$93.75 for every 24 hours

Miscellaneous Fees

Securing/Tarping, etc.	\$195.00 per hour
Caging Truck Brakes	\$39.95 per each axle
Remove Drive Lines	\$125.00
Fleet Vehicle (N/D)	\$45.00 per hour
Passenger Vehicle, SUV, Etc. (Recovery)	\$90.00 per job
Heavy Duty Wrecker w/Operator	\$425.00 per hour
Tractor Trailer w/Operator	\$250.00 per hour
Landoll Service w/Operator	\$300.00 per hour
Landoll Rental Indoor	\$150.00 per day
Landoll Rental Outdoor	\$125.00 per day
Fork Lift w/ Operator	\$175.00 per hour
Bob Cat w/ Operator	\$200.00 per hour
Trailer Rental Dry Van	\$125.00 per day
Trailer Rental Reefer	\$200.00 per day
Air Bags	\$750.00 per hour
Medium Duty Wrecker	\$140.00 per hour
Light Duty Wrecker	\$125.00 per hour
Recovery Supervisor	\$101.42 per hour
Additional Laborer	\$85.00 per hour
Equipment Truck	\$125.00 per hour

Miscellaneous Fees Charged Per Occurrence/Item

Oil Dry	\$22.50 each
Security Straps	\$35.00 each
Tarps Left w/Vehicle or Damaged	\$265.00 each
Drip Pans-Small	\$11.00 each
Drip Pans-Large	\$22.00 each
Trailer Cable Clamps for Tow Bar	\$6.00 each
Split Load Fee	\$360.00
Fuel Charge	Direct Expense (no mark-up)

Clean up spills or hazardous materials will be charged as time and materials.

Trash Truck, Dump Truck, Rotator Tow Truck or any other specialty equipment will be charged accordingly at standard industry rates.