

**MEMORANDUM OF AGREEMENT  
MASSACHUSETTS DEPARTMENT OF TRANSPORTATION,  
NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION,  
MASSACHUSETTS DEPARTMENT OF TRANSPORTATION'S REGISTRY OF  
MOTOR VEHICLES AND NEW HAMPSHIRE DEPARTMENT OF SAFETY'S  
DIVISION OF MOTOR VEHICLES  
TOLL VIOLATION ENFORCEMENT RECIPROCITY PROGRAM**

This Agreement is made and entered into this 21<sup>st</sup> day of August, 2014 ('Agreement') by and between the Massachusetts Department of Transportation (MassDOT), New Hampshire Department of Transportation (NHDOT), Massachusetts Department of Transportation's Registry of Motor Vehicles (RMV) and New Hampshire Department of Safety's Division of Motor Vehicles (NHDMV), each a "Party" and collectively the "Parties", and is for the purpose of sharing motor vehicle and toll data between the Parties to collect tolls, fines, and other fees from out-of-state toll violators.

WHEREAS, on July 12, 2010 A Resolution to Support Reciprocity of Electronic Toll Collection was adopted and certified by the New England Governors' Conference, Inc.; and

WHEREAS, collecting tolls and administrative fees from out-of-state toll violators has been an industry issue since the implementation of electronic toll systems; and

WHEREAS, the need for toll violation enforcement reciprocity is becoming more vital as the toll industry trends toward the implementation of Open Road Tolling (ORT) and All Electronic Tolling (AET) and away from cash collection and toll booths; and

WHEREAS, as the toll industry moves forward with implementing improved toll technologies the potential impacts to operating budgets due to out-of-state toll violators is of increasing concern; and

WHEREAS, the New Hampshire State Law (RSA 237:16-c) allows the Commissioner of the New Hampshire Department of Transportation to enter into reciprocal agreements with other state jurisdictions for the collection of tolls and fees; and

WHEREAS, M.G.L. c. 6C, § 3, authorizes MassDOT to enter into agreements and transactions with federal, state and municipal agencies and other public institutions and entities on behalf of MassDOT; and

WHEREAS, on August 3, 2011 an Agreement was executed by the Parties to conduct a Pilot Toll Violation Enforcement Reciprocity Program with the program largely viewed as successful amongst the parties involved; and

WHEREAS, the Parties recognize that it is in their mutual best interests to jointly cooperate to make the Toll Violation Enforcement Reciprocity program permanent and to formalize the terms and conditions of said Program through this Agreement.

THEREFORE, for full and valid consideration, including the promises set forth in this Agreement, the receipt and sufficiently of which the Parties acknowledge, the Parties agree:

1. Definitions - The following terms as used in this Agreement shall, unless otherwise expressly stated or unless the context clearly requires a different interpretation, have the following meaning:
  - a. Home State – the state in which the violator’s motor vehicle is registered.
  - b. Toll State – the state in which a toll violation has occurred in accordance with the laws, rules and regulations of that state.
  - c. Suspension – the temporary withdrawal of registration privileges for cause.
  - d. Registration Renewal Denial – the inability to renew a vehicle’s registration for cause.
2. This Agreement shall be legally binding and have the full force and effect of law, as amended by the parties from time to time. Either state may withdraw from this agreement at any time by providing 30 days written notice to the other state. This agreement will be invalid 31 days after the date of written notice to withdraw. Upon withdrawal by either party, prior enforcement action taken by both states, such as an individual’s suspension of registration renewal privileges, will not be vacated and will remain in full force and effect until the violations are cleared. In the event of termination, the terminating Party shall be obligated to maintain the confidentiality of any information it obtained in the course of the Parties’ communications and exchanges, pursuant to this Agreement, to the extent such information would be covered by applicable privilege or protection.
3. The Parties agree, consistent with the laws and regulations of the home state, that upon request of the toll state, each state will withhold renewal of the vehicle registration for a resident who does not their pay out-of-state toll violations.
4. The Parties agree that the registered owner of the vehicle is responsible for the toll violation unless the owner establishes that the vehicle has been misidentified or was being used without the owner’s permission as evidenced by a police report identifying the vehicle as stolen.
5. The Parties agree that the toll state may assess a toll violation based on a photograph or digital image of the vehicle’s license plate. The toll violation notice will be sent to the owner of the vehicle by the toll state by regular first class mail. The notice will include the photograph or digital image of the vehicle or other proof of responsibility for the toll.
6. The Parties agree that the home state will provide to the toll state information needed to identify the registered owner of the vehicle, including the most current address listed for the vehicle by the motor vehicle registration agency. This information may be secured through a third party vendor but must be verified by each State’s motor vehicle registration agency prior to withholding renewal of a vehicle registration.


7. The toll state is prohibited from sharing the address information obtained directly from the home state's motor vehicle agency with a third party and shall not use a collection entity to pursue the violators identified by the home state.
8. The violation notice from the toll state will state the penalties that may be imposed for failure to pay the toll violation, including the potential withholding of vehicle registration renewal by the home state.
9. The toll state will offer the non-resident vehicle owner a due process opportunity to contest responsibility for the toll violation, without appearing in person, including an opportunity to present information in the owner's favor (e.g., an affidavit) and an opportunity for a record review by a hearing officer.
10. In instances where a total of 10 or more toll violations have not been resolved within 60 calendar days after the date of the 10<sup>th</sup> violation notice, the toll state will send notice to the vehicle owner that it has requested the home state withhold renewal of the vehicle's registration.
11. After 30 calendar days from the date of the notice in item 10, at the request of the toll state, the home state will withhold renewal of the vehicle's registration if the toll violations and any penalties imposed by the toll state are not satisfied. In circumstances where the toll violation fees and penalties claimed, exclusive of outstanding tolls, exceed \$500 for any one passenger vehicle or \$2000 for any one commercial account, the toll state agrees to receive written agreement from the home state for the payment required prior to requesting the home state withhold renewal of the vehicle's registration. The law of the home state shall control with regard to the consequences for non-payment of out-of-state toll violations, including renewal, denial, or suspension of a vehicle's registration.
12. The home state will honor the toll state's final determination that the vehicle owner is responsible for the toll violation. Thus, if the home state offers a hearing before withholding registration renewal, the hearing will allow a review of whether the vehicle owner received proper notice from the toll state. However, if the home state law provides a broader scope for the hearing, then the home state's scope of hearing will be followed.
13. The toll state will notify the home state in writing within one business day when the vehicle owner has paid the toll violations and any penalties. Subsequent to this notice and upon payment of required fees to the DMV or RMV, the registration renewal hold will be removed.
14. Each State agrees that adjudication and due-process will be handled on an individual state level since each state has established its own procedures through their individual business rules for providing due process.

15. Each State agrees that the existing rules and fine structures of the Massachusetts Department of Transportation's Registry of Motor Vehicles and New Hampshire Department of Safety's Division of Motor Vehicles, associated with withholding and releasing a vehicle registration, will remain in effect and will be paid separate from the payment of tolls and toll violations.

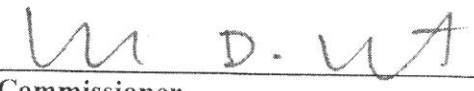
16. To the fullest extent permitted by law, the Parties to this Agreement shall maintain the confidentiality of all information acquired in connection with the administration and enforcement of this Agreement. Such information shall not be considered a public record subject to disclosure under the State of New Hampshire's Right to Know Law or the State of Massachusetts Public Record Law.

IN WITNESS WHEREOF, the Parties have executed the Agreement as of the date first written above.

**MASSACHUSETTS DEPARTMENT OF TRANSPORTATION:**

  
Secretary and CEO      9/2/14  
Date


**NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION:**

  
Commissioner      9/12/14  
Date

**MASSACHUSETTS DEPARTMENT OF TRANSPORTATION'S REGISTRY OF MOTOR VEHICLES:**

  
Registrar      8/29/14  
Date

**NEW HAMPSHIRE DEPARTMENT OF SAFETY'S DIVISION OF MOTOR VEHICLES:**

  
Director      9/12/14  
Date

Attachments: MOA - Pilot Toll Violation Enforcement Reciprocity Program  
MOA - First Amendment Term Extension