**MEMORANDUM OF AGREEMENT**

**Regarding**

**the**

**TOLL VIOLATION ENFORCEMENT RECIPROCITY PROGRAM**

**Between**

**Massachusetts Department of Transportation**

**And**

**New York**

This Agreement is entered into as of this \_\_\_\_\_ day of May, 2017, by and among the Massachusetts Department of Transportation (MassDOT), and **New York (“XXX”)**, each a “Party” and collectively the “Parties." .

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 and All Electronic Tolling, and reduced reliance on cash collection at toll booths; and

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, since that time, Massachusetts has successfully implemented toll enforcement reciprocity programs with certain New England states; and

WHEREAS, the Parties to this Agreement desire to expand reciprocity for toll collection enforcement to Massachusetts and New York; and

WHEREAS, the laws of each state allow for reciprocal agreements with other jurisdictions for the collection of tolls and fees; and

NOW THEREFORE, for valid consideration, including the promises set forth in this Agreement, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

1. **Definitions** - As used in this Agreement, unless the context otherwise indicates, the following terms have the following meanings:

a. Home state – the state in which the motor vehicle that received a violation is registered.

b. Toll state – the state in which a toll violation has occurred under the laws and rules of that state.

c. Suspension – the temporary withdrawal for cause of vehicle registration privileges, an enforcement method.

d. Renewal hold – the denial for cause of the right to renew a vehicle registration and/or renew a license to operate a vehicle.

2. **Termination** - A Party may terminate this agreement at any time by providing (30) thirty days’ written notice to the other Party. Upon termination, prior enforcement actions taken under this Agreement will remain in progress and in full effect until the violations are cleared. The Parties must maintain the confidentiality of any information obtained in performing this Agreement if the laws of either state require the information to remain confidential.

3. **Vehicle Registration Suspension, Revocation or Non-Renewal** - Upon request of the toll state, a home state will, consistent with the home state’s own laws and rules, either suspend or revoke, or deny renewal of vehicle registration, and/or the license to operate a vehicle of a vehicle owner who fails to pay the tolls, fines or fees legally assessed for a violation in the toll state.

4. **Registered Owner Responsible** - The laws of each state covered by this Agreement require that the registered owner of a vehicle pay for a toll violation by an operator of that vehicle unless:

a. the vehicle has been misidentified;

b. the vehicle was being used without the owner’s permission as evidenced by a police report identifying the vehicle as stolen; or

c. a statutory defense of the toll state applies.

5. **Issuance of Toll Violation** - The toll state may assess a violation based on a photograph or digital image of the vehicle’s license plate. The toll state will send by first class mail to the registered owner a notice that will include the photograph or digital image or other proof of responsibility for the toll. The notice will state the penalties that may be imposed, including a suspension or renewal hold by the home state.

6. **Toll Violator Information** - The home state will provide the toll state the name and current recorded address of the registered owner of a violating vehicle. If provided through a third party, the identity must be verified by the home state’s registration agency prior to suspension or renewal hold. Except as provided herein, the toll state may not release the address information obtained directly from the home state’s motor vehicle agency and may not employ a collection entity to use such information.

8. **Appeals and Hearings** - The toll state will provide to non-resident vehicle owners the same adjudication and due‐process rights, including rights of appeal, that are provided to in-state owners. The toll state will offer each non-resident owner a hearing officer's record review and a reasonable opportunity to contest responsibility for the violation through evidence submitted by mail, telephone, electronic, or other means as determined by the toll state, that do not require a personal appearance.

9. **Violation Threshold** - Tolling agencies from the Parties’ states will agree upon a threshold of unresolved violations sufficient to trigger enforcement. When a non-resident vehicle owner has reached the threshold, the toll state may request suspension or renewal hold from the home state.

10. **Fees and Penalties** - Toll violation fees and penalties, exclusive of outstanding tolls, may not exceed [What is threshold and range for enforcement?]. The home state may require that the claim for fees and penalties be reduced accordingly. The law of the home state shall control the consequences within the home state for non-payment of out-of-state toll violations, including the terms for suspension or renewal hold.

11. **Violation Disposition** - The home state will honor the toll state’s final determination as to whether the registered owner is responsible for the toll violation. The law of the home state shall control the consequences within the home state for non-payment of out-of-state toll violations, including the terms for suspension or renewal hold.

12. **Notification** - The toll state will notify the home state in writing within one (1) business day after the vehicle owner has paid the tolls and associated penalties. Upon the vehicle owner's payment of reinstatement fees to the appropriate Registry of Motor Vehicles (RMV), the suspension or renewal hold may be removed.

13. **RMV Fees** - The fines and fees that may be assessed by the individual State’s RMV for suspension, renewal hold, or reinstatement of a vehicle registration will be paid separately from the payment of tolls and toll violations.

14. **Confidentiality** - The Parties will honor the laws of either state regarding confidentiality of any and all toll data information acquired in performing this Agreement.

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

**NEW YORK:**

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**Date**

**MASSACHUSETTS DEPARTMENT OF TRANSPORTATION:**

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**Secretary of Transportation Date**

**MASSACHUSETTS REGISTRY OF MOTOR VEHICLES:**

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**Registrar Date**