

**MEMORANDUM OF AGREEMENT
MAINE TURNPIKE AUTHORITY,
STATE OF MAINE, DEPARTMENT OF THE SECRETARY OF STATE,
BUREAU OF MOTOR VEHICLES,
NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION, AND
NEW HAMPSHIRE DEPARTMENT OF SAFETY'S DIVISION OF MOTOR
VEHICLES
PILOT TOLL VIOLATION ENFORCEMENT RECIPROCITY PROGRAM**

This Memorandum of Agreement (MOA) is made and entered into on this date 8/3/11 by and between the Maine Turnpike Authority, New Hampshire Department of Transportation (NHDOT), State of Maine, Department of the Secretary of State, Bureau of Motor Vehicles, and New Hampshire Department of Safety's Division of Motor Vehicles (DMV).

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 new tolling technology and methods; 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, 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, Maine State Law (23 MRSA § 1980 (2-C)) allows the Maine Turnpike Authority to enter into reciprocal agreements with other state jurisdictions for the collection of tolls and fees:

The Maine Turnpike Authority, New Hampshire Department of Transportation, State of Maine, Department of the Secretary of State, Bureau of Motor Vehicles, and New Hampshire Department of Safety's Division of Motor Vehicles agree that, on a pilot program basis, each state will either withhold renewal of the vehicle registration or suspend the vehicle registration as provided by each state's laws for a resident who does not satisfy their out-of-state toll violations, including payment of tolls, penalties, and associated administrative fees. The term of this pilot program is one (1) year. The

parties may agree to extend the term of the pilot program for up to two (2) additional one (1) year periods or create a permanent agreement.

DEFINITIONS:

Home State: The state in which the violator's motor vehicle is registered.

Toll State: The state in which a Toll Violation has occurred in accordance with the Statutes of that state.

Suspension: The temporary withdrawal of registration privileges for cause.

Registration Renewal Denial: The inability to renew a vehicle's registration for cause.

Further, each State agrees that:

- The registered owner of the vehicle is responsible for a toll violation unless the owner establishes: (a) that the vehicle has been misidentified, (b) was being used without the owner's permission as evidenced by a police report identifying the vehicle as stolen, or (c) that a statutory defense of the toll state applies (e.g. 23 MRSA 1980 (2-A) (E)); and NHRSA 236:31, III.
- 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 the method required by statute in the Toll State or by regular first class mail if no statutory requirement applies. The notice will include the photograph or digital image of the vehicle or other proof of responsibility for the toll.
- 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 obtained through a third party vendor but must be verified by each State's motor vehicle registration agency prior to the denial of the registration renewal of a vehicle registration.
- 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.

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- 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 to impose registration renewal denial or registration suspension by the Home State.
- 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.
- In instances where a non-resident vehicle owner has reached an agreed upon threshold of violations that have not been resolved, the Toll State will send notice to the vehicle owner that it has requested the Home State to suspend or withhold renewal of the vehicle's registration.
- The non-resident owner shall have the statutorily allowed response time before their suspension or hold is effective to respond to the Toll State. If the Toll State does not receive a satisfactory response or denies an appeal, the Home State, at the request of the Toll State, will implement registration renewal denial or registration suspension. . In circumstances where the toll violation fees and penalties claimed, exclusive of outstanding tolls, exceeds \$500 for any one passenger vehicle or \$2000 for any group of commercial vehicles registered to the same owner, each state agrees to receive written agreement from the other state prior to requesting the Home State suspend or withhold the renewal of the applicable vehicle registration.
- Upon the Toll State's final determination that the vehicle owner is responsible for the toll violations and subject to registration renewal denial or registration suspension, the law of the Home State shall be implemented in regards to the renewal denial or suspension.
- The Toll State will notify the Home State in writing within one business day when the vehicle owner has satisfied the toll violations by payment of all tolls, penalties, and administrative fees or successful appeal. Subsequent to this notice and upon payment of required fees to the Home State motor vehicle office, the registration suspension or renewal hold will be removed.

Further, 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. However, for purposes of this pilot program, each State agrees that the same adjudication and due process afforded its in-state violators will be offered to the out-of-state violators covered by this agreement.

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Further, each State agrees that the existing rules and fine structures of the State of Maine, Department of the Secretary of State, Bureau of Motor Vehicles and New Hampshire Department of Safety's Division of Motor Vehicles, associated with suspending or withholding and releasing a vehicle registration, will remain in effect and will be paid separate from the payment of tolls and toll violations.

The parties to this Agreement acknowledge that full implementation of this Agreement will require the development of procedures governing the mechanics of this Agreement and interaction between the parties. The parties agree to cooperate fully in the development of said procedures and to make every effort to fully implement the terms of this Agreement within 90 days after the Agreement is fully signed and executed.

Further, the parties to this agreement agree to indemnify and hold each other harmless from any breach of this Agreement.

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

MAINE TURNPIKE AUTHORITY:




Executive Director 7.29.11
Date

NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION:



Commissioner 7/28/11
Date

**STATE OF MAINE, DEPARTMENT OF THE SECRETARY OF STATE,
BUREAU OF MOTOR VEHICLES:**



Deputy Secretary of State 7/28/11
Date

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



Director 8/3/11
Date

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