

RECIPROCAL AGREEMENT REGARDING THE EXEMPTION FROM REGISTRATION
REQUIREMENTS FOR NEW YORK AGRICULTURAL TRUCKS AND NEW JERSEY FARM
VEHICLES

THIS MEMORANDUM OF AGREEMENT is made and entered into by and between the State of New Jersey, acting through the Chief Administrator of the New Jersey Motor Vehicle Commission and the State of New York, acting through the Commissioner, Department of Motor Vehicles. (When referred to collectively, the State of New Jersey and the State of New York shall be referred to as the "signatory jurisdictions.")

WITNESSETH:

WHEREAS, the laws of the signatory jurisdictions permit, under certain conditions and subject to certain limitations, a truck or truck tractor to be specially registered where such vehicle is used for agricultural purposes.

WHEREAS, N.J.S.A. 39:3-25 provides that a license plate for trucks marked "farmer," shall be issued upon evidence satisfactory to the administrator that the applicant is a farmer and is actually engaged in growing, raising and producing of farm products as an occupation.

WHEREAS, N.J.S.A 39:3-25 provides the conditions and limitations of the use of the farm vehicle plate as follows:

License plates issued under authority of this section shall be placed upon motor trucks engaged in the carrying or transportation of farm products, and farm supplies, and not engaged in hauling for hire, except for a truck being operated under contract with a municipality to remove snow.

WHEREAS, N.J.S.A. 39:3-25 defines the term "farmer" as any person engaged in the commercial raising, growing and producing of farm products on a farm not less than five acres in area; the term "farm products" means any crop, livestock or fur products; and the term "farm supplies" means any farm related supply or repair item.

WHEREAS, N.Y. Veh. & Traf. Law § 401(7)(E) defines an agricultural truck as:

a truck owned by a person engaged in production by means of (a) the planting, cultivation and harvesting of agricultural, vegetable and food products of the soil, including horticultural specialties such as nursery stock, ornamental shrubs, ornamental trees and flowers, (b) the raising, feeding and care of live stock, bees and poultry or (c) dairy farming.

Whereas, N.Y. Veh. & Traf. Law § 401(7)(E) provides the conditions and limitations of the use of agricultural trucks as follows:

Such agricultural truck shall be used only for the transportation of [the person's] own agricultural or dairy commodities or supplies or for personal passenger use, or use in conjunction with lumbering operation connected with but only incidental to the operation of a farm.

WHEREAS, the signatory jurisdictions wish to extend to each other reciprocal privileges allowing vehicles registered as farm vehicles in the State of New Jersey and agricultural trucks in New York to operate on the roadways of the other signatory jurisdiction.

WHEREAS, the State of New Jersey, through the Chief Administrator of the Motor Vehicle Commission, is authorized to enter into reciprocal agreements with other states with respect to vehicles registered in New Jersey and other states pursuant to N.J.S.A 39:3-6.2.

WHEREAS, the State of New York, through the Commissioner of Motor Vehicles, is authorized to enter into reciprocal agreements with other states to effectuate the reciprocal recognition of the agricultural truck registration class pursuant to N.Y. Veh.& Traf. Law § 413.

NOW, THEREFORE, for and in consideration of the foregoing promises and the mutual promises set forth below, the signatory jurisdictions, with the intention of being legally bound, agree to the following:

1. Recitals

The foregoing recitals are incorporated by reference as a material part of this Agreement.

2. Reciprocal Agreement

The signatory jurisdictions agree that it is in the best interest of each jurisdiction and fair and equitable to each jurisdiction, that vehicles registered as farm vehicles in the State of New Jersey and as agricultural trucks in the State of New York shall be entitled to operate in the other signatory jurisdiction, subject to the conditions and limitations imposed by the signatory jurisdiction in which the vehicle is registered.

3. Interpretation

This Agreement shall be liberally construed so as to effectuate the purpose thereof. The final decision regarding interpretation of questions at issue relating to this Agreement shall be reached by joint action of the signatory jurisdictions, acting through their proper officials. Any interpretations shall be placed in writing and become a part of the Agreement.

4. Effective Date of Agreement

This Agreement shall be effective upon execution of the signatory jurisdictions and shall continue in full force and effect until terminated by the proper official of a signatory jurisdiction; provided, however, that the Agreement shall not be effective until signed by all necessary officials of the signatory jurisdictions as provided by law. The date of the last signature shall be deemed to be the effective date.

5. Termination

Each signatory jurisdiction shall have the right to terminate this Agreement if the jurisdiction determines that termination is in its best interest. Termination of this Agreement shall be effective 30 days after written notice is provided the other jurisdiction.

6. Amendments


This Agreement may be amended only by joint action of the signatory jurisdictions in writing. This agreement and amendments may be executed in counterparts, each of which shall be deemed as original, but all of which taken together shall constitute one and the same instrument.

7. Scope of Agreement

This Agreement constitutes the entire agreement between the signatory jurisdictions with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions between the jurisdictions, whether oral or written; but this Agreement shall not affect any other agreement, arrangement or understanding that a signatory jurisdiction has with any other jurisdiction.


IN WITNESS WHEREOF, the parties have hereunto set their hands.

For the State of New Jersey:

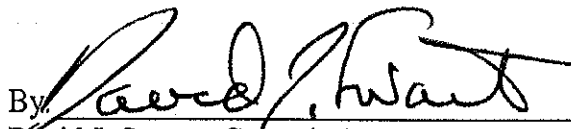
By: 
Sharon Harrington, Chief Administrator
New Jersey Motor Vehicle Commission
Date: 11/25/08

The foregoing document has been reviewed and approved as to form.

Anne Milgram
Attorney General of New Jersey

By: 
Deputy Attorney General
Date: 02/03/09
(electronic signature not available; will be signed on original only)

For the State of New York:

By: 
David J. Swarts, Commissioner
New York Department of Motor Vehicles
Date: 10/23/08