

RECIPROCAL AGREEMENT REGARDING THE EXEMPTION FROM REGISTRATION  
REQUIREMENTS FOR DELAWARE FARM 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 Delaware, acting through the Director of the Division of Motor Vehicles. (When referred to collectively, the State of New Jersey and the State of Delaware 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, Del. Code Ann. Title 21, §2113 (Special Farm Vehicle Registration) provides that farmers may qualify for the reduced registration fee for farm truck or "FT" license tags.

WHEREAS, Del. Code Ann. Title 21, §2113 provides the conditions and limitations of the use of the "FT" plate as follows:

Any vehicle upon which an "FT" license tag is affixed must be used exclusively in the operation of a farm; farmers shall not hire or rent the farm truck, or permit a farm truck to be used for hauling merchandise, farm products, or other items whatsoever under rent, hire, or for pay; and farmers shall not use any vehicle upon which an "FT" license tag is affixed for any use except in the operation of a farm

owned or rented by the registered owner of such vehicle or in aid of and assistance to another farmer for harvest purposes.

WHEREAS, Del. Code Ann. Title 21, §2113 established minimum qualifications for the farmer to be eligible for the "FT" plates:

The farmer must derive at least \$1,000 of their annual income from the operation of their farm; and the farmer must own or rent at least 10 acres which is actively used in the farming operation from which they derive that income.

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 farm trucks in Delaware 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 Delaware, through the Secretary of the Delaware Department of Transportation, is authorized to enter into reciprocal agreements with other states to effectuate the reciprocal recognition of the farm truck registration class pursuant to Del Code Ann. Title 21, §401

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 that vehicles registered as farm vehicles in the State of New Jersey shall be entitled to operate also in Delaware, subject to the conditions and limitations imposed by New Jersey and that vehicles registered as farm trucks in the State of Delaware shall be entitled to operate also in New Jersey, subject to the conditions and limitations imposed by Delaware.

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, both parties have caused this instrument to be signed, attested and sealed.

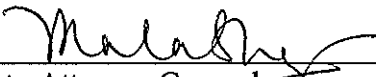
**For the State of New Jersey:**

Attest:

By:   
Sharon Harrington, Chief Administrator  
New Jersey Motor Vehicle Commission  
Date: 1/21/09

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

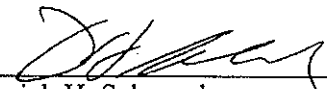
**For the State of Delaware:**

Attest:

By:   
Jennifer L. Cohan, Director  
Delaware Division of Motor Vehicles

Date: 12/31/08

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

By:   
Frederick H. Schranck  
Deputy Attorney General  
Delaware Department of Justice

Date: 12/31/08