

**RECIPROCAL AGREEMENT REGARDING THE EXEMPTION FROM  
COMMERCIAL DRIVER'S LICENSE REQUIREMENTS FOR FARMERS**

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

WITNESSETH:

WHEREAS, the "Commercial Motor Safety Act and 1986," Pub.L.99-570 (49 U.S.C. §2701 et seq.), requires a person who operates a vehicle that has a gross weight rating in excess of 26,000, carries 15 or more passengers or transports hazardous materials to have a commercial drivers license.

WHEREAS, Secretary of the United States Department of Transportation has granted the states of this nation the authority to exempt certain drivers, including operators of farm vehicles, from the commercial drivers license requirement.

WHEREAS, the laws of both signatory jurisdictions under certain circumstances exempt drivers of farm vehicles from the requirement to possess a commercial drivers license. 75 Pa.C.S. §1606(b) and 39 N.J. Stat. § 39:3-10k.

WHEREAS, Federal Motor Carrier Safety Administration regulations limit the use of commercial drivers license exemptions for the operators of farm vehicles to the driver's home state unless there is reciprocity agreement with adjoining states. 49 C.F.R. § 383.3 (d).

WHEREAS, each of the signatory jurisdictions wish to enter into a reciprocal agreement extending the commercial drivers license exemption to farmers who are licensed in the other signatory jurisdiction.

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, agreed 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 agreed that a person with a valid non-commercial license from the reciprocating jurisdiction may operate a farm vehicle within either jurisdiction provided that the farm vehicle:

- (1) Is properly registered as a farm vehicle under the laws of either jurisdiction;
- (2) Is controlled and operated by a farmer who is properly licensed under the laws of that jurisdiction;
- (3) Is used exclusively to transport agricultural products, farm machinery or farm supplies to or from the farm of the farmer;
- (4) Is not used in the operations of a common or contract carrier; and
- (5) Is used within a radius of 150 miles of the farmer's farm.

**3. Interpretation.**

This Agreement shall be liberally construed so as to effectuate the purposes 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 to 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.

#### **5. Termination**

Each signatory jurisdiction shall have the right to unilaterally terminate this Agreement for its convenience 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 Commonwealth of Pennsylvania:

BY *Dee Seew*  
for Secretary of Transportation

Date *5/13/05*

For the State of New Jersey:

*Sharon A. Harrison*  
Title: *Chief Administrator*

Date *5/25/05*