



RHODE ISLAND Turnpike and Bridge Authority

Board Agenda Item Tracking System

AGENDA ITEM <div style="font-size: 1.5em; font-weight: bold;">16</div>	DATE PREPARED: August 22, 2018	SUBJECT: INFORMATIONAL ITEM - Toll Reciprocity Agreement – MA and RI
FOR THE MEETING OF: September 5, 2018		PREPARED BY: KATHRYN O'CONNOR

SUMMARY DESCRIPTION:

This is to advise the Board that RITBA has entered into a reciprocity agreement with Massachusetts regarding toll violators (drivers who do not pay tolls) as of April 1, 2018 regarding:

- Massachusetts registered drivers/vehicles on Rhode Island toll roads
- Rhode Island registered drivers/vehicles on Massachusetts toll roads

The agreement is our first agreement with another state; this allows holds and non-renewals on licenses and registrations for eligible drivers who have not paid tolls at each state's toll road location (s). The agreement defaults to the home agency legislation (whomever has the most strict rules) regarding holds and non-renewals.

The rule MA and RI are following is RI's legislation: 20 or more unpaid toll transactions. RI DMV is aware of the agreement and have worked with RITBA to create specific types of holds and non-renewal notes in their RIMS system.

Financial Effect :

Instructions: The individual named at the top of this page as "preparer" indicates in boxes below which individuals and departments are to review and approve this document and its corresponding support (if applicable) prior to distribution to Board members. Then, each individual places his or her initials and date in the appropriate space in evidence of their review.

ROUTING	INITIALS	DATE	BOARD ACTION:
EXECUTIVE DIRECTOR <i>EARL J. CROFT III</i>			<div style="margin-bottom: 10px;"> TABLED: UNTIL _____ </div> <div style="margin-bottom: 10px;"> DISCUSSED: <i>Action Taken:</i> VOTE TAKEN: <u> </u> YES <u> </u> NO APPROVED: <u> </u> YES <u> </u> NO </div> <div style="margin-bottom: 10px;"> RATIFIED </div>
FINANCE <i>MAGGIE BAKER</i>			
ENGINEERING <i>ERIC OFFENBERG</i>			
TOLLING & OPERATIONS <i>KATHRYN COLEMAN</i>			
SAFETY & SECURITY <i>PAUL SIKORSKYJ</i>			
√ TOLLING & OPERATIONS <i>KATHRYN O'CONNOR</i>	<i>K60</i>	<i>8/30/18</i>	
MAINTENANCE <i>JAMES ROMANO</i>			
INFORMATION TECHNOLOGY <i>ILDO DASILVA</i>			



Charles D. Baker, Governor
Karyn E. Polito, Lieutenant Governor
Stephanie Pollack, MassDOT Secretary & CEO

massDOT
Massachusetts Department of Transportation

AUG 15 2018

Mr. Buddy Croft
Rhode Island Turnpike & Bridge Authority
P.O. Box 437
Jamestown, Rhode Island 02835

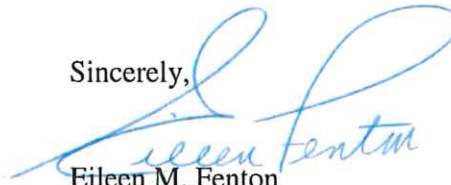
Re: Massachusetts and Rhode Island - Toll Reciprocity Agreement

Dear Mr. Croft,

Enclosed please find 3 executed copies of the Toll Violation Enforcement Reciprocity Program Agreement between Massachusetts and Rhode Island.

Thank you for all of your work on this and please do not hesitate to contact me at 857-368-8764 with any questions.

Sincerely,



Eileen M. Fenton
Senior Counsel

Enclosure

MEMORANDUM OF AGREEMENT
concerning the
TOLL VIOLATION ENFORCEMENT RECIPROCITY PROGRAM
between agencies of
RHODE ISLAND and MASSACHUSETTS

This Agreement is entered into as of this 18th day of July, 2018, by and among the Rhode Island Turnpike & Bridge Authority (RITBA), the Massachusetts Department of Transportation (MassDOT), and the Massachusetts Registry of Motor Vehicles (MARMV), each a "Party" and collectively the "Parties."

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.;

WHEREAS, collecting tolls, fines, and administrative fees from out-of-state toll violators has been an industry issue since the implementation of electronic toll systems;

WHEREAS, the need for toll violation enforcement reciprocity is becoming more vital as the toll industry trends toward the implementation of Open Road Tolling (ORT) and All Electronic Tolling (AET) and reduced reliance on cash collection at toll booths;

WHEREAS, the Parties are authorized and empowered to enter into this Agreement;

WHEREAS, the Parties wish to enter into this Agreement to memorialize and bind their agreement and understanding with respect to the enforcement and collection of tolls, fines, and administrative fees;

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 indicates otherwise, the following terms have the following meanings:

- a. "Home State" – the state in which a violating motor vehicle 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, to the extent authorized and permitted under applicable law.
- d. "Renewal Hold" – the denial for cause of the right to renew a vehicle registration and/or renew a license to operate a motor vehicle, to the extent authorized and permitted under applicable law.

2. Termination: A Party may terminate this agreement at any time by providing 30 days written notice to the other Parties of an intention to withdraw. Upon termination, prior enforcement actions taken under this Agreement will remain in progress and in full effect until the violations are cleared or waived by the Toll State.

3. Suspensions and Renewal Holds: Upon request of the Toll State, the Home State will, consistent with its own laws, rules, policies, and procedures, hold and/or deny renewal of the vehicle registration and/or the license to operate a vehicle of a vehicle owner who fails to pay the tolls, fines, and administrative fees legally assessed for violations in the Toll State.

4. Toll Payment Obligations: 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 certain exceptions under those state laws apply.

5. Notices of 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 account holder and/or registered owner a notice that will include the photograph or digital image or other proof of responsibility for the toll and any fines or administrative fees relating to the violation. The notice will state the penalties that may be imposed, including, without limitation, a Suspension or Renewal Hold by the Home State.

In instances where RITBA is the Home State, RITBA must comply with R.I. Gen. Laws § 31-3-6.3(b), which requires RITBA to send written notice to the registered owner in question and provide such owner with 10 days to provide RITBA with information, documentation, and any other evidence contesting the requested action by the Toll State. Thereafter, RITBA must consider any information provided as part of its independent review and prior to making its determination of the Toll State's request.

6. Contact Information: The Home State will provide the Toll State the name and current recorded address of the registered owner of a violating vehicle ("Contact Information"). If provided through a third party, the identity must be verified by the Home State's registration agency prior to Suspension or Renewal Hold.

7. Disclosure of Contact Information: Except as provided in this Agreement, the Toll State may not release Contact Information obtained directly from the Home State and may not employ a collection entity to use such information.

8. Due Process: The Toll State will provide to non-resident owners the same adjudication and due process rights, including the rights of appeal, if any, that are provided to in-state owners. The Parties agree and acknowledge that RITBA is required under R.I. Gen. Laws § 31-3-6.3(a) to conduct an independent review to determine that the toll amounts, administrative fees and/or fines are sought to be assessed against the actual registered owner of the vehicle. The Toll State will offer each non-resident owner a reasonable opportunity to contest responsibility

for the violation through evidence submitted by affidavit, by telephone, or by other reasonable means that do not require a personal appearance.

9. Trigger Thresholds:

- a. Rhode Island – Notwithstanding anything to the contrary in this Agreement, RITBA intends to comply with R.I. Gen. Laws § 24-12-37, which provides that RITBA cannot request a Renewal Hold in Rhode Island until and unless the toll violator has incurred at least twenty (20) instances in which such toll violator has failed to pay any required toll amounts, administrative fees, and fines. Accordingly, RITBA is not obligated under this Agreement to request a Suspension or Renewal Hold from its Division of Motor Vehicles at the request of the Toll State unless the violator has 20 or more outstanding violations in the Toll State.
- b. Massachusetts – Likewise, where Massachusetts is the Home State, the MARMV will not implement a Renewal hold at RITBA's request unless the violator has 20 or more outstanding violations in Rhode Island.

10. Applicable Law: 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. Due Diligence: The Home State will honor the Toll State's final determination as to whether a registered owner is responsible for the toll violation. However, if the Home State offers a hearing or other procedure before imposing a Suspension or Renewal Hold, the scope of inquiry at the hearing will be defined by the Home State. The Toll State shall cooperate with the Home State by providing information reasonably necessary to assist the Home State in making a determination as to honor the Toll State's request for imposition of a Suspension or Renewal Hold. Notwithstanding the foregoing, the Parties are mindful of R.I. Gen. Laws § 31-3-6.3 which, among other things, requires RITBA to conduct an "independent review" of the Toll State's request for a Suspension or Renewal Hold and satisfy itself that the toll amounts, administrative fees, and/or fines are properly imposed against the actual registered owner of the motor vehicle. In addition, RITBA shall comply with all notice provisions required by R.I. Gen. Laws § 31-3-6.3(b).

12. Clearance Notifications: The Toll State will notify the Home State in writing (either electronically or via facsimile) within one business day after the vehicle owner has (a) paid the outstanding toll amounts, administrative fees, and/or fines assessed by the Toll State; or (b) entered into a satisfactory repayment plan with the Toll State. Once a violation is cleared by the Toll State, the Home State shall promptly take all actions necessary to release any Suspension or Renewal Hold in the Home State on account of such cleared violations.

13. Confidentiality: The Parties shall comply with their respective state's laws regarding the maintenance of confidentiality with respect to the exchange of information and performance of their obligations hereunder.

14. Modifications: This Agreement may only be modified by a writing signed by all Parties.

15. Counterparts: This Agreement may be executed in counterparts, and electronic or facsimile signatures shall be as effective as original signatures.

16. Disputes: Any dispute arising out of or relating to this Agreement shall be resolved as follows: (a) executive directors (or their designees) of the Parties shall informally discuss the dispute in an effort to resolve it; (b) if such discussions do not resolve the dispute, the parties agree to submit their dispute to good faith mediation in the Home State in accordance with the rules of the American Arbitration Association; and (c) if such mediation is unsuccessful, then the Parties may pursue any lawful relief in any court of competent jurisdiction within the Home State. For purposes of this paragraph, "Home State" means the state which is being asked by the Toll State to impose a Suspension or Renewal Hold.

17. Effective Date: This Agreement shall become effective as of April 1, 2018.

**RHODE ISLAND TURNPIKE AND
BRIDGE AUTHORITY**

By: 

Earl Croft III

Executive Director

**MASSACHUSETTS DEPARTMENT OF
TRANSPORTATION**

By: 

Stephanie Pollack

Secretary of Transportation & Chief Executive
Officer

**MASSACHUSETTS REGISTRY OF
MOTOR VEHICLES**

By: 

Erin Deveney

Registrar