

Transportation Interim Committee

68th Montana Legislature

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To: Transportation Interim Committee (TIC)
From: Joe Carroll
Date: March 11, 2024

Re: reciprocal agreements for farm vehicles within 150 miles of farm

Purpose: The purpose of this memo is to compile in a single source for future researchers and legislators the current federal regulation, Montana law, and interstate agreements that exempt certain farm vehicles from certain commercial driver license (CDL) requirements within 150 miles of a farm.

No legislative action is required at this time.

Federal regulation: 49 CFR 383.3(d) allows states to exempt "operators of farm vehicles" from certain CDL regulations within 150 miles "of the farmer's farm." The regulation further allows states to create "reciprocity agreements with adjoining" states.

The full text of 49 CFR 383.3(d) applicable to farm vehicles appears below:

(d) *Exception for farmers, firefighters, emergency response vehicle drivers, and drivers removing snow and ice.* A State may, at its discretion, exempt individuals identified in paragraphs (d)(1), (d)(2), and (d)(3) of this section from the requirements of this part. The use of this waiver is limited to the driver's home State unless there is a reciprocity agreement with adjoining States.

(1) Operators of a farm vehicle which is:

- (i) Controlled and operated by a farmer, including operation by employees or family members;
- (ii) Used to transport either agricultural products, farm machinery, farm supplies, or both to or from a farm;
- (iii) Not used in the operations of a for-hire motor carrier, except for an exempt motor carrier as defined in § 390.5 of this subchapter; and
- (iv) Used within 241 kilometers (150 miles) of the farmer's farm.

Montana law: 61-1-101(10), MCA, defines “commercial motor vehicle.” Certain farm vehicles are exempted from that definition. The relevant portion of 61-1-101(10), MCA, for this memo is:

(b) The following vehicles are not commercial motor vehicles: . . .

(ii) a vehicle:

(A) Controlled and operated by a farmer, family member of the farmer, or a person employed by the farmer;

(B) Used to transport farm products, farm machinery, or farm supplies to or from the farm within Montana within 150 miles of the farm or, if there is a reciprocity agreement with a state adjoining Montana, within 150 miles of the farm, including any area within that perimeter that is in the adjoining state; and

(C) Not used to transport goods for compensation or for hire; . . .

(c) For purposes of this subsection (10):

(i) “farmer” means a person who operates a farm or who is directly involved in the cultivation of land or crops or the raising of livestock owned by or under the direct control of that person.

61-5-112, MCA, empowers the department of justice to enter into the reciprocal agreements provided for in 49 CFR 383.3(d) and 61-1-101(10)(b)(ii)(B), MCA, providing in its entirety:

The department is authorized to enter into reciprocal agreements with adjacent states that would allow certain drivers of vehicles transporting farm products, farm machinery, or farm supplies within 150 miles of a farm to operate without a commercial driver's license because the vehicles are not considered commercial motor vehicles as provided in 61-1-101(10)(b)(ii).

Reciprocal agreements: The department of justice has entered into reciprocal agreements with each state adjacent to Montana: Idaho, North Dakota, South Dakota, and Wyoming. The text of the agreements are attached to this memo below.

Interstate Reciprocity Agreement

Idaho Department of Motor Vehicles

And

Montana Department of Justice, Motor Vehicle Division -

Contract No.

WHEREAS, the Department of Motor Vehicles of the State of Idaho ("IDAHO") and the Department of Justice, Motor Vehicle Division, of the State of Montana ("MONTANA") desire to enter into this reciprocal Agreement as authorized by Idaho Code § 49-201, and by Mont. Code Ann. §§ 61-5-112(2) and 61-1-1010(7)(b)(ii).

WHEREAS, it is necessary and desirable that a cooperative reciprocity agreement be executed as authorized by 49 CFR §383.3, which requires adjoining states to enter into a reciprocity agreement before waiving the commercial driver license requirement for specified individuals. Pursuant to 49 CFR §383.3(d), a state is allowed to exempt an individual who operates a commercial motor vehicle from the requirement to obtain a commercial driver license. In the absence of a reciprocity agreement, however, the use of this exemption is limited to the driver's home state.

WHEREAS, IDAHO desires to grant driving privileges authorizing Montana farmers to operate farm vehicles in Idaho without commercial driver's licenses, but only to the extent these driving privileges do not exceed the driving privileges granted to Idaho farmers by MONTANA, and

WHEREAS, MONTANA desires to grant driving privileges authorizing Idaho farmers to operate farm vehicles in Montana without commercial driver's licenses, but only to the extent these driving privileges do not exceed the driving privileges granted to Montana farmers by IDAHO, and

WHEREAS, it is the purpose of this Agreement to permit IDAHO and MONTANA to cooperate with each other on a basis of mutual advantage and thereby provide services in a manner that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities.

NOW, THEREFORE, for the purpose of this agreement, IDAHO and MONTANA agree as follows:

SECTION 1 – DEFINITIONS

(a) "Party" means either IDAHO or MONTANA as the context so requires.

(b) "Farmer" means an individual, corporation, partnership or association, or family or employees of such, which owns or leases property in the State of Idaho and/or Montana and engages in the commercial production or harvesting of agricultural products on that property.

(c) "Farm Vehicle" means a commercial vehicle operated or controlled by a farmer that is:

(A) Used to transport agricultural products, farm machinery or farm supplies to or from a farm;

(B) Used within 150 miles of the farmer's farm; and

(C) Is not used in the operation of a common or contract motor carrier.

SECTION 2 – AUTHORITY TO OPERATE A FARM VEHICLE WITHOUT A COMMERCIAL DRIVER LICENSE

IDAHO agrees that Montana farmers having in their possession valid Montana driver's licenses are authorized to operate farm vehicles in the State of Idaho without commercial driver's licenses, but only to the extent these driving privileges do not exceed the driving privileges granted to farmers by MONTANA.

MONTANA agrees that IDAHO farmers having in their possession valid Idaho driver's licenses are authorized to operate farm vehicles in the State of Montana without commercial driver's licenses, but only to the extent these driving privileges do not exceed the driving privileges granted to farmers by IDAHO.

Nothing in this Section shall be construed to exempt the farmers from compliance with any other law or regulation of either Parties' jurisdiction related to the operation or registration of farm vehicles, including, but not limited to, registration requirements, financial responsibility, vehicle equipment, weight and dimension limitations, traffic laws and the payment of required taxes, such as fuel, sales or weight mile taxes.

SECTION 3 – DURATION

This Agreement shall remain in full force and effect as long as the statutory authority allowing for this reciprocal agreement in both states, shall remain current law.

SECTION 4 – MODIFICATION OR TERMINATION

This Agreement may be modified or terminated, upon notice by either Party given in writing to the other Party not less than sixty (60) days in advance of the contemplated modification or termination.

SECTION 5 – MISCELLANEOUS

(a) Nothing in this Agreement shall be construed as either limiting or extending the lawful jurisdiction of any Party hereto other than as expressly set forth herein.

(b) Nothing in this Agreement shall affect either Party's sovereign immunity or any other defenses permitted by law.

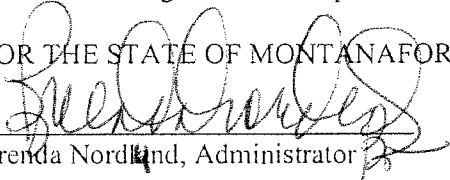
(c) Appropriate officials of the Parties may promulgate such written operational procedures in implementation of this Agreement as to them appear desirable.

(d) This Agreement shall be effective upon the execution of (2) two originals by the Parties hereto, and upon one original being deposited with the keeper of records of each of the Parties hereto.

(e) This Agreement will not prevent the drafting of independent compacts or agreements between said Parties for whatever other needs may arise in the future. Also, any compacts or agreements which have been previously drafted shall remain unaffected by this Agreement.

IN WITNESS WHEREOF, the Duly Authorized Officials of IDAHO and MONTANA, each acting through its duly authorized and responsible officers have executed this Agreement in duplicate on the date indicated.

FOR THE STATE OF MONTANA FOR THE STATE OF IDAHO


Brenda Nordlund, Administrator

Montana Department of Justice

Date

12/13/10


Alan Frew, Administrator

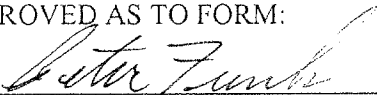
Division of Motor Vehicles

Idaho Transportation Department

Date


12/20/2010

APPROVED AS TO FORM:


Assistant Attorney General
State of Montana

Date

12/13/10


Deputy Attorney General
State of Idaho

Date

10/27/10

GENIDOC



North Dakota Department of Transportation

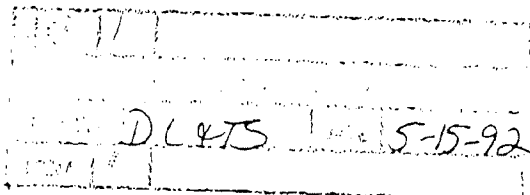
608 East Boulevard Avenue • Bismarck, ND 58505-0700

George A. Sinner, Governor
Richard J. Backes, Director

FAX Mail: (701) 224-4545
Information: (701) 224-2500

May 15, 1992

Mr. Peter Funk
Assistant Attorney General
State of Montana
Justice Building
Helena, MT 59620



RECIPROCITY FOR OUT-OF-STATE FARMERS

Thank you for your letter regarding reciprocity for North Dakota farmers traveling in the state of Montana.

The purpose of this letter is to advise that North Dakota will grant full reciprocity to those farmers from neighboring jurisdictions provided similar reciprocity is extended to North Dakota farmers who possess a proper drivers license according to the laws of this state and, of course, provided the farmers are within 150 miles of their farms and are involved in agricultural, farm-to-market operations.

We appreciate your cooperation.

Handwritten signature of Richard J. Backes.

RICHARD J. BACKES
COMMISSIONER/DIRECTOR

Handwritten signature of Brian C. Berg.

BRIAN C. BERG
SUPERINTENDENT
ND HIGHWAY PATROL

Handwritten signature of Bruce Larson.

BRUCE LARSON
DIRECTOR
DRIVER & VEHICLE SERVICES

09:MJM:LB

ATTORNEY GENERAL

STATE OF MONTANA



Marc Racicot
Attorney General

Justice Building
Helena, Montana 59620

May 4, 1992

Mylo J. Mehlhoff, Director
Driver's License and Traffic Safety Division
North Dakota Department of Transportation
608 East Boulevard Avenue
Bismarck ND 58505-0700

Re: CDL exemption for farm vehicle drivers

Dear Mr. Mehlhoff:

I am writing in response to your letter of November 6, 1991, to Colonel Robert J. Griffith concerning the above referenced subject as I am the Assistant Attorney General assigned to represent the Highway Patrol Division (CDL enforcement) and the Motor Vehicle Division (CDL issuance) of the Montana Department of Justice.

I apologize for the great delay in responding to your request. I have spent much more time than anticipated in dealing with the April 1 effective date for the new scheme.

Montana would be willing to recognize farm vehicle drivers operating in our state with a regular (noncommercial) drivers license issued by North Dakota provided they meet the definition of a farm vehicle driver found in 49 CFR 390.5. If your state is also willing to recognize similarly licensed Montana farm vehicle drivers, please confirm that position in writing. It is my understanding that the federal rules in this area allow such reciprocity without the necessity of a formal agreement. I also believe that such a position would be taken at the present time by our enforcement personnel, but an exchange of correspondence on the issue would clarify the situation.

Sincerely,

Handwritten signature of Peter Funk in cursive script.

PETER FUNK
Assistant Attorney General

cc: Anita Drews, Motor Vehicle Division
Colonel Robert J. Griffith, MHP

**DEPARTMENT OF PUBLIC SAFETY**

118 W. CAPITOL
PIERRE, SOUTH DAKOTA 57501-2000

Driver Licensing [605] 773-6883
E-Mail Address: DPSInfo@state.sd.us
Internet Address:
[HTTP://www.state.sd.us/dps/dl](http://www.state.sd.us/dps/dl)

November 6, 2006

Kristine Thatcher, Field Operations Bureau Chief
Montana Motor Vehicle Division
303 North Roberts
PO Box 201430
Helena MT 59620-1430

RECEIVED
NOV 16 2006
ATTORNEY GENERALS OFFICE
HELENA, MONTANA

Dear Ms. Thatcher:

Thank you for the letter you sent regarding a reciprocal Commercial Driver License (CDL) exemption for farmers traveling interstate between Montana and South Dakota.

The South Dakota Highway Patrol and I, as the South Dakota Driver Licensing Program Director, have reviewed your letter and are in agreement with affording reciprocity for the CDL exemption for farmers traveling interstate between Montana and South Dakota.

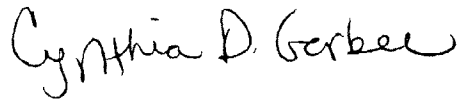
Under this exemption, the following vehicle operators will not be required to obtain CDLs. This exemption is intended to cover legitimate farm-to-market operations by farmers, not commercial haulers of agricultural products. CDLs are not required when operating vehicles that meet all the following criteria:

1. Controlled and operated by a farmer, a member of the farmer's family or an employee.
2. Used to transport agricultural products, farm machinery or farm supplies to or from a farm.
3. Used within 150 air miles of the farmer's farm.
4. Not used in the operations of a common or contract carrier.
5. Used in nursery or agricultural operations.

Reciprocity will only remain effective as long as the statutory authority in each state that authorizes such reciprocity remains current law.

Thank you again for contacting me. I am pleased that we can work together on this important matter.

Sincerely,

A handwritten signature in black ink that reads "Cynthia D. Gerber". The script is cursive and fluid, with the first name being the most prominent.

Cynthia D. Gerber, Director
Driver Licensing Program

cc: Captain Pat Fahey



THE STATE

OF WYOMING

Dave Freudenthal, Governor

Sleeter Dover, Esq., Director

Department of Transportation

5300 BISHOP BOULEVARD, CHEYENNE, WYOMING 82009-3340

Sept. 08, 2003

Montana Department of Motor Vehicles
P.O. Box 201430
Helena, MT 59620-1430
Attn: Gary Sylvester

RE: Reciprocity for out of state farmers

We have, in recent months, been notified that we are not in compliance with Federal Motor Carrier Safety Regulation 383.3 (d) which states that the Commercial Driver License exception for farmer/ranchers is "limited to the Driver's home State unless there is a reciprocity agreement with adjoining States." Due to the extensive travel that is done between farmers/ranchers from our state to yours, we feel that a reciprocity agreement is needed.

This letter is to advise you that the State of Wyoming, Department of Transportation, will grant full reciprocity to farmer/ranchers licensed by your State provided reciprocity is extended to farmers/ranchers licensed by the State of Wyoming. If it is the desire of your state to join in a reciprocal agreement please have the appropriate official sign and return the enclosed agreement.

If you have any questions please give me a call at the telephone number listed below.

Sincerely,

A handwritten signature in black ink, appearing to read "Kerry L. Casner".

Kerry L. Casner
Driver Services
CDL Supervisor
307- 777-4865

STATE OF WYOMING

FARMERS RECIPROCITY AGREEMENT FOR COMMERCIAL DRIVERS LICENSE

The duly authorized officials of the State of Montana and the State of Wyoming, Department of Transportation, acting by and through the authority granted to them by the law of their respective states, hereby mutually agree per FMCSR 383.3 (d):

I

This Agreement shall apply only to farmers, their employees, and family members who are residents of either reciprocating state.

II

This Agreement shall apply only to properly licensed farmers from either reciprocating state.

III

The following words as used in this Agreement have the following meanings, respectively:

JURISDICTION: Either the State of Montana, or the State of Wyoming.

RECIPROCITY: The exemption from a commercial drivers license requirement in their home state to travel within the boundaries of Wyoming while in possession of a non-commercial drivers license and they must be within 150 miles of their farm and be transporting farm machinery, farm supplies, or agricultural products to or from their farm. However, nothing contained in this Agreement shall be construed to exempt the owner or operator of any vehicle from compliance with any other laws or regulations

of either jurisdiction including but not limited to, the necessity of procuring authority to operate, the filing of insurance coverage, compliance with the weight or dimension laws or the payment of fuel and sales taxes.

FARMERS:

- (1) An individual who is a resident in either jurisdiction;
- (2) A corporation organized under the laws of either jurisdiction doing agricultural business;
- (3) A corporation not organized under the laws of either jurisdiction, but licensed ~~to do~~ business in either jurisdiction and maintaining a place of agricultural business in such jurisdiction.

IV

If either jurisdiction shall cancel or suspend the reciprocity privileges of a resident of the other jurisdiction, pursuant to the law of the cancelling or suspending jurisdiction, such jurisdiction shall give written notice thereof to the other jurisdiction and shall include in such notice a statement of the reason for such cancellation or suspension.

V

This Agreement may be canceled or modified by either party provided a sixty (60) day written notice be given to the parties involved

VI

By entering into this Agreement, both parties retain their sovereign immunity as well as all defenses permitted by law.

VII

This Agreement shall be in full force and effect upon signature of officials from both Montana, and Wyoming.

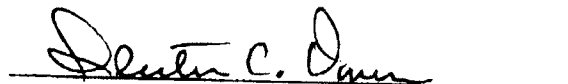
IN WITNESS WHEREOF the Duly Authorized Official of the State of Montana, and the State of Wyoming, Department of Transportation, each acting through its duly authorized and responsible officers have executed this Agreement on the date indicated.

Signed in duplicate, this 30 day of August, 2003.



Authorized Official, State of Montana

Signed in duplicate, this 22nd day of August, 2003.



Sleeter C. Dover, Esq., Director
Wyoming Department of Transportation