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**By: Delegates Curran, Mandel, and Petzold**

Introduced and read first time: February 14, 1996

Assigned to: Commerce and Government Matters

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A BILL ENTITLED

1 AN ACT concerning

2 **Woodrow Wilson Bridge and Tunnel Compact**

3 FOR the purpose of amending provisions of the Woodrow Wilson Bridge and Tunnel  
4 Compact to include the District of Columbia as a signatory of the Compact and to  
5 specify certain powers and responsibilities of the Mayor of the District of Columbia;  
6 granting certain additional powers and responsibilities to the Woodrow Wilson  
7 Bridge and Tunnel Authority; altering the membership and certain procedures of  
8 the Authority; establishing and altering the terms of certain members of the  
9 Authority; requiring the Authority to develop a certain management plan; making  
10 certain actions of the Authority contingent on an agreement between the signatories  
11 and the U.S. Secretary of Transportation regarding an increased federal funding  
12 share of certain costs; establishing a certain limitation on tolls; defining certain  
13 terms; altering certain definitions; making technical changes; making this Act  
14 subject to a certain contingency; and generally relating to the Woodrow Wilson  
15 Bridge and Tunnel Compact.

16 BY repealing and reenacting, without amendments,

17 Article - Transportation  
18 Section 10-301  
19 Annotated Code of Maryland  
20 (1993 Replacement Volume and 1995 Supplement)  
21 (As enacted by Chapter 494 of the Acts of the General Assembly of 1995)

22 BY repealing and reenacting, with amendments,

23 Article - Transportation  
24 Section 10-302 and 10-303  
25 Annotated Code of Maryland  
26 (1993 Replacement Volume and 1995 Supplement)  
27 (As enacted by Chapter 494 of the Acts of the General Assembly of 1995)

28 SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF

29 MARYLAND, That the Laws of Maryland read as follows:

2

1           **Article - Transportation**

2 10-301.

3           (a) In the Compact set forth in this subtitle, unless the context clearly requires  
4 otherwise, "article", "section", and "title" mean an article, section, and title, respectively,  
5 of the Compact.

6           (b) The definitions in § 1-101 of this article do not apply to the Compact set forth  
7 in this subtitle.

8 10-302.

9           On behalf of this State, the Governor shall execute, with the Commonwealth of  
10 Virginia AND THE DISTRICT OF COLUMBIA, an interstate compact substantially as it  
11 appears in § 10-303 of this subtitle.

12 10-303.

13           Preamble

14           WHEREAS, Traffic congestion imposes serious economic burdens in the  
15 METROPOLITAN Washington [metropolitan] area, costing commuters an estimated  
16 \$1,000 each per year; and

17           [WHEREAS, The average length of commute in the Washington metropolitan area  
18 is second only to metropolitan New York, demonstrating the severity of traffic congestion;  
19 and

20           WHEREAS, The Woodrow Wilson Bridge was designed to carry 70,000 vehicles a  
21 day, but carries an actual load of 160,000 per day; and

22           WHEREAS, The volume of traffic in the Washington metropolitan area is expected  
23 to increase by more than 70% between 1990 and 2020; and

24           WHEREAS, The deterioration of Woodrow Wilson Bridge and the growing  
25 population in the Washington metropolitan area accounts for a large part of traffic  
26 congestion, and identifying alternatives to this vital link in the interstate highway system  
27 and the Northeast corridor is critical to addressing the area's trafficcongestion; and

28           WHEREAS, The Woodrow Wilson Bridge is the only drawbridge on the regional  
29 interstate network, the only piece of the Capital Beltway with only sixlanes and the only  
30 segment with a remaining lifespan of only ten years; and

31           WHEREAS, The existing Woodrow Wilson Bridge is the only part of the interstate  
32 system owned by the federal government, and the federal government has a responsibility  
33 to fund improvements to the facility; and

34           WHEREAS, While the District of Columbia, Maryland, and Virginia maintain and  
35 operate the bridge, no entity has ever been granted full and clear responsibility for all  
36 aspects of this facility; and

1 WHEREAS, Contingent upon the federal government's contribution of funds to  
2 upgrade the facility, it would be in the interest of the region, the states, and the federal  
3 government to transfer ownership of the facility to an independent authority; and

4 WHEREAS, Any change in the status of the Woodrow Wilson Bridge must take  
5 into account the interest of nearby communities, the commuting public, and other  
6 interested groups, as well as the interest of the federal government and state and local  
7 governments involved; and

8 WHEREAS, The Woodrow Wilson Bridge Coordinating Committee, established by  
9 the Federal Highway Administration and comprised of representatives of federal, state,  
10 and local governments, is undertaking planning studies pertaining to the Woodrow  
11 Wilson Bridge, consistent with the provisions of the National Environmental Protection  
12 Act and other applicable federal laws; and

13 WHEREAS, In recognition of a need for a limited federal role in the management  
14 of this bridge and the growing local interest, the U.S. Secretary of Transportation has  
15 recommended a transfer of authority and ownership from the federal to the local/state  
16 level, consistent with the management of other bridges elsewhere in the nation; and

17 WHEREAS, A commission comprised of congressional, state, and local officials  
18 and transportation representatives has recommended transfer of the Woodrow Wilson  
19 Bridge to an independent authority; and

20 WHEREAS, A coordinated approach without regard to political and legal  
21 jurisdictional boundaries, through the cooperation of the State of Maryland and the  
22 Commonwealth of Virginia by and through an instrumentality and common agency of the  
23 Commonwealth of Virginia and the State of Maryland is a proper and necessary step  
24 looking towards the alleviation of traffic problems related to the inadequacy of the  
25 existing Woodrow Wilson Bridge;]

26 WHEREAS, THE VOLUME OF TRAFFIC IN THE METROPOLITAN WASHINGTON,  
27 D.C. AREA IS EXPECTED TO INCREASE BY MORE THAN 70% BETWEEN 1990 AND 2020;  
28 AND

29 WHEREAS, THE DETERIORATION OF THE WOODROW WILSON MEMORIAL  
30 BRIDGE AND THE GROWING POPULATION OF THE METROPOLITAN WASHINGTON,  
31 D.C. AREA CONTRIBUTE SIGNIFICANTLY TO TRAFFIC CONGESTION; AND

32 WHEREAS, THE WOODROW WILSON BRIDGE SERVES AS A VITAL LINK IN THE  
33 INTERSTATE SYSTEM AND THE NORTHEAST CORRIDOR, AND IDENTIFYING  
34 ALTERNATIVE METHODS FOR MAINTAINING THE BRIDGE IS CRITICAL TO  
35 ADDRESSING TRAFFIC CONGESTION IN THE METROPOLITAN WASHINGTON D.C.  
36 AREA; AND

37 WHEREAS, THE WOODROW WILSON BRIDGE IS THE ONLY DRAWBRIDGE IN THE  
38 METROPOLITAN WASHINGTON, D.C. AREA ON THE INTERSTATE SYSTEM AND THE  
39 ONLY SEGMENT OF THE CAPITAL BELTWAY WITH LESS THAN SIX LANES AND A  
40 REMAINING EXPECTED LIFE OF LESS THAN 10 YEARS; AND

4

1 WHEREAS, THE WOODROW WILSON BRIDGE WAS CONSTRUCTED BY THE  
2 FEDERAL GOVERNMENT AND IS THE ONLY PART OF THE INTERSTATE SYSTEM  
3 OWNED BY THE FEDERAL GOVERNMENT; AND

4 WHEREAS, THE FEDERAL GOVERNMENT, IN THE PAST, PAID 100% OF THE COST  
5 OF BUILDING AND REHABILITATING THE BRIDGE AND HAS A CONTINUING  
6 RESPONSIBILITY TO FUND THE FUTURE COSTS ASSOCIATED WITH THE UPGRADING  
7 OF THE POTOMAC RIVER CROSSING ON INTERSTATE 95, INCLUDING THE  
8 REHABILITATION AND RECONSTRUCTION OF THE BRIDGE; AND

9 WHEREAS, THE WOODROW WILSON MEMORIAL BRIDGE COORDINATION  
10 COMMITTEE IS UNDERTAKING PLANNING STUDIES PERTAINING TO THE BRIDGE,  
11 CONSISTENT WITH THE NATIONAL ENVIRONMENTAL POLICY ACT OF 1969 AND  
12 OTHER APPLICABLE FEDERAL LAWS; AND

13 WHEREAS, THE TRANSFER OF THE OWNERSHIP OF THE BRIDGE TO A  
14 REGIONAL AUTHORITY UNDER THE TERMS AND CONDITIONS OF THIS COMPACT  
15 WOULD FOSTER REGIONAL TRANSPORTATION PLANNING EFFORTS TO IDENTIFY  
16 SOLUTIONS TO THE GROWING PROBLEM OF TRAFFIC CONGESTION ON AND  
17 AROUND THE BRIDGE; AND

18 WHEREAS, THE AUTHORITY SHOULD MAXIMIZE THE USE OF EXISTING PUBLIC  
19 AND PRIVATE SECTOR ENTITIES TO PROVIDE NECESSARY PROJECT SERVICES,  
20 INCLUDING MANAGEMENT, CONSTRUCTION, LEGAL, ACCOUNTING, AND  
21 OPERATING SERVICES, AND NOT CREATE A NEW BUREAUCRACY OR  
22 ORGANIZATIONAL STRUCTURE; AND

23 WHEREAS, ANY MATERIAL CHANGE TO THE BRIDGE MUST TAKE INTO  
24 ACCOUNT THE INTERESTS OF NEARBY COMMUNITIES, THE COMMUTING PUBLIC,  
25 FEDERAL, STATE, AND LOCAL GOVERNMENT ORGANIZATIONS, AND OTHER  
26 AFFECTED GROUPS; AND

27 WHEREAS, A COMMISSION OF FEDERAL, STATE, AND LOCAL OFFICIALS AND  
28 TRANSPORTATION REPRESENTATIVES HAS RECOMMENDED TO THE SECRETARY OF  
29 THE U.S. DEPARTMENT OF TRANSPORTATION THAT THE BRIDGE BE TRANSFERRED  
30 TO AN INDEPENDENT AUTHORITY TO BE ESTABLISHED BY THE COMMONWEALTH  
31 OF VIRGINIA, THE STATE OF MARYLAND, AND THE DISTRICT OF COLUMBIA; now,  
32 therefore, the [states] STATE of Maryland [and], THE COMMONWEALTH of Virginia,  
33 AND THE DISTRICT OF COLUMBIA, hereafter referred to as the signatories, covenant  
34 and agree as follows:

35 Woodrow Wilson Bridge and Tunnel Compact

36 CHAPTER I

37 General Compact Provisions

38 Article I

39 DEFINITIONS

40

5

1 AS USED IN THIS COMPACT THE FOLLOWING WORDS SHALL HAVE THE  
2 FOLLOWING MEANINGS:

3 1. "BRIDGE" MEANS THE EXISTING WOODROW WILSON MEMORIAL BRIDGE.

4 2. "COST", AS APPLIED TO THE PROJECT, MEANS THE COST OF ACQUISITION  
5 OF ALL LANDS, STRUCTURES, RIGHTS-OF-WAY, FRANCHISES, EASEMENTS, AND  
6 OTHER PROPERTY RIGHTS AND INTERESTS; THE COST OF LEASE PAYMENTS; THE  
7 COST OF CONSTRUCTION; THE COST OF DEMOLISHING, REMOVING, OR RELOCATING  
8 ANY BUILDINGS OR STRUCTURES ON LANDS ACQUIRED, INCLUDING THE COST OF  
9 ACQUIRING ANY LANDS TO WHICH SUCH BUILDINGS OR STRUCTURES MAY BE  
10 MOVED OR RELOCATED; THE COST TO RELOCATE RESIDENTS OR BUSINESSES FROM  
11 PROPERTIES ACQUIRED FOR THE PROJECT; THE COST OF ANY EXTENSIONS,  
12 ENLARGEMENTS, ADDITIONS, AND IMPROVEMENTS; THE COST OF ALL LABOR,  
13 MATERIALS, MACHINERY, AND EQUIPMENT, FINANCING CHARGES, AND INTEREST  
14 ON ALL BONDS PRIOR TO AND DURING CONSTRUCTION AND, IF DEEMED  
15 ADVISABLE BY THE WOODROW WILSON BRIDGE AND TUNNEL AUTHORITY, OF SUCH  
16 CONSTRUCTION; THE COST OF ENGINEERING, FINANCIAL AND LEGAL SERVICES,  
17 PLANS, SPECIFICATIONS, STUDIES, SURVEYS, ESTIMATES OF COSTS AND REVENUES,  
18 AND OTHER EXPENSES NECESSARY OR INCIDENT TO DETERMINING THE  
19 FEASIBILITY OR PRACTICABILITY OF CONSTRUCTING THE PROJECT,  
20 ADMINISTRATIVE EXPENSES, PROVISIONS FOR WORKING CAPITAL, AND RESERVES  
21 FOR INTEREST AND FOR EXTENSIONS, ENLARGEMENTS, ADDITIONS, AND  
22 IMPROVEMENTS; THE COST OF BOND INSURANCE AND OTHER DEVICES DESIGNED  
23 TO ENHANCE THE CREDITWORTHINESS OF THE BONDS; AND SUCH OTHER  
24 EXPENSES AS MAY BE NECESSARY OR INCIDENTAL TO THE CONSTRUCTION OF THE  
25 PROJECT, THE FINANCING OF SUCH CONSTRUCTION, AND THE PLANNING OF THE  
26 PROJECT IN OPERATION.

27 3. "OWNER" INCLUDES ALL PERSONS AS DEFINED IN ARTICLE 1, § 19 OF THE  
28 CODE HAVING ANY INTEREST OR TITLE IN AND TO PROPERTY, RIGHTS,  
29 FRANCHISES, EASEMENTS, AND INTERESTS AUTHORIZED TO BE ACQUIRED BY THIS  
30 COMPACT.

31 4. "PROJECT" MEANS THE UPGRADING OF THE INTERSTATE ROUTE 95  
32 POTOMAC RIVER CROSSING. "PROJECT" INCLUDES ON-GOING SHORT-TERM  
33 REHABILITATION AND REPAIR OF THE BRIDGE AND MAY INCLUDE ONE OR MORE  
34 OF THE FOLLOWING:

35 A. CONSTRUCTION OF A NEW BRIDGE IN THE VICINITY OF THE  
36 BRIDGE;

37 B. CONSTRUCTION OF A TUNNEL IN THE VICINITY OF THE BRIDGE;

38 C. LONG-TERM REHABILITATION OR RECONSTRUCTION OF THE  
39 BRIDGE;

40 D. WORK NECESSARY TO PROVIDE RIGHTS-OF-WAY FOR A RAIL OR  
41 BUS OR HIGH OCCUPANCY VEHICLE LANES IN CONNECTION WITH AN ACTIVITY  
42 DESCRIBED IN SUBPARAGRAPHS A, B, OR C OF THIS PARAGRAPH;

6

1 E. WORK ON INTERSTATE ROUTE 95 AND OTHER APPROACH  
2 ROADWAYS IF NECESSITATED BY AN ACTIVITY DESCRIBED IN SUBPARAGRAPHS A,  
3 B, OR C OF THIS PARAGRAPH; AND

4 F. CONSTRUCTION OR ACQUISITION OF ANY BUILDING,  
5 IMPROVEMENT, ADDITION, EXTENSION, REPLACEMENT, APPURTENANCE, LAND,  
6 INTEREST IN LAND, WATER RIGHT, AIR RIGHT, MACHINERY, EQUIPMENT,  
7 FURNISHING, LANDSCAPING, EASEMENT, UTILITY, APPROACH, ROADWAY, OR  
8 OTHER FACILITY THAT IS NECESSARY OR DESIRABLE IN CONNECTION WITH OR  
9 INCIDENTAL TO A FACILITY DESCRIBED IN SUBPARAGRAPHS A, B, OR C OF THIS  
10 PARAGRAPH.

11 ARTICLE II

12 There is hereby created the Woodrow Wilson Bridge and Tunnel Authority,  
13 hereinafter referred to as the "Authority".

14 Article [II] III

15 The Authority shall be an instrumentality and common agency of the  
16 Commonwealth of Virginia and the State of Maryland, and shall have the powers and  
17 duties set forth in this compact and such additional powers and duties as may be  
18 conferred upon it by subsequent action of the signatories.

19 Article [III] IV

20 1. The Authority shall be governed by a board of [fifteen] NINE VOTING  
21 members appointed as follows:

22 a. [Five] THREE members shall be appointed by and serve at the pleasure  
23 of the Governor of the Commonwealth of Virginia;

24 b. [Five] THREE members shall be appointed by and serve at the pleasure  
25 of the Governor of the State of Maryland, with the advice and consent of the Senate of  
26 Maryland;

27 c. Two members shall be appointed [jointly by] WITH THE  
28 CONCURRENCE OF the Governors of the Commonwealth of Virginia and the State of  
29 Maryland AND THE MAYOR OF THE DISTRICT OF COLUMBIA;

30 d. [Two members appointed by the Mayor of the District of Columbia,  
31 who shall be nonvoting members; and

32 e.] One member shall be appointed by the U.S. Secretary of Transportation;  
33 AND

34 E. TWO ADDITIONAL MEMBERS, WHO SHALL BE NON-VOTING  
35 MEMBERS, SHALL BE APPOINTED BY THE MAYOR OF THE DISTRICT OF COLUMBIA.

36 2. Members, other than members who are elected officials, shall have  
37 backgrounds in finance, construction lending, and infrastructure policydisciplines.

7  
1 [Except for the members from the District of Columbia, one member from each  
2 jurisdiction shall be an incumbent elected official of a political subdivision within the  
3 jurisdiction in which the project is located. No other member shall hold elective or  
4 appointive public office.] AT LEAST TWO MEMBERS OF THE BOARD SHALL BE  
5 ELECTED OFFICIALS EACH OF WHOM REPRESENTS A POLITICAL SUBDIVISION THAT  
6 HAS JURISDICTION OVER THE AREA AT AN END OF THE PROJECT CROSSING.

7           3. No person in the employment of or holding any official relationship to any  
8 person or company doing business with the Authority, or having any interest of any nature  
9 in any such person or company or affiliate or associate thereof, shall be eligible for  
10 appointment as a member or to serve as an employee of the Authority or to have any  
11 power or duty or receive any compensation in relation thereto.

12           4. The Chairperson of the Authority shall be elected [biennially by its voting]  
13 FROM AMONG THE VOTING members ON A BIENNIAL BASIS.

14           5. The voting members may also [biennially] elect a secretary and a treasurer,  
15 or a secretary-treasurer, who may be members of the Authority, and prescribe their  
16 duties and powers.

17           6. A. MEMBERS APPOINTED BY THE SIGNATORIES SHALL SERVE A  
18 SIX-YEAR TERM, EXCEPT THAT EACH SIGNATORY SHALL MAKE ITS APPOINTMENTS  
19 AS FOLLOWS:

20                           (1) The initial terms of the [five] THREE members appointed solely  
21 by each Governor shall be as follows:

22   [a.] (I) One member shall be appointed for a six-year term;

23   [b.] (II) [Two members] ONE MEMBER shall [each] be  
24 appointed for a four-year term; and

25   [c.] (III) [Two members] ONE MEMBER shall [each] be  
26 appointed for a two-year term.

27                           (2) THE INITIAL TERMS OF THE MEMBERS APPOINTED JOINTLY BY  
28 THE GOVERNORS OF THE COMMONWEALTH OF VIRGINIA AND THE STATE OF  
29 MARYLAND AND THE MAYOR OF THE DISTRICT OF COLUMBIA SHALL BE AS  
30 FOLLOWS:

31   (I) ONE MEMBER SHALL BE APPOINTED FOR A SIX-YEAR  
32 TERM; AND

33   (II) ONE MEMBER SHALL BE APPOINTED FOR A FOUR-YEAR  
34 TERM.

35                           (3) The initial terms of the nonvoting members appointed by the  
36 Mayor of the District of Columbia shall be as follows:

37   [a.] (I) One member shall be appointed for a six-year term;  
38 and

8

1 [b.] (II) One member shall be appointed for a [five-year]  
2 FOUR-YEAR term.

3 B. THE TERM OF THE MEMBER APPOINTED BY THE U.S. SECRETARY OF  
4 TRANSPORTATION SHALL BE FOR TWO YEARS.

5 7. The failure of a signatory or the Secretary of Transportation to appoint one or  
6 more members shall not impair the Authority's creation when the signatories are in  
7 compliance with the other terms of the compact.

8 8. Any person appointed to fill a vacancy shall serve for the unexpired term.  
9 [No] A member of the Authority [shall] MAY NOT serve for more than two terms.

10 9. The members of the Authority, including nonvoting members, if any, shall not  
11 be personally liable for any act done or action taken in their capacities as members of the  
12 Authority, nor shall they be personally liable for any bond, note, or other evidence of  
13 indebtedness issued by the Authority.

14 10. [Nine] SIX voting members shall constitute a quorum and a majority of the  
15 quorum shall be required for any [authority] action BY THE AUTHORITY, with the  
16 following exceptions:

17 a. [Eight] SEVEN affirmative votes shall be required to approve bond  
18 issues and the annual budget of the Authority; and

19 b. [Three negative votes of the five members appointed solely by each  
20 Governor shall prevent approval of any motion] A MOTION MAY NOT BE APPROVED IF  
21 ALL THREE MEMBERS APPOINTED SOLELY BY EACH GOVERNOR CAST NEGATIVE  
22 VOTES.

23 11. Any sole source procurement of property, services, or construction in excess of  
24 [\$100,000] \$250,000 shall require the prior approval of a majority of all of the voting  
25 members of the Authority.

26 12. Members shall serve without compensation and shall reside in the  
27 METROPOLITAN Washington [metropolitan] area. Members shall be entitled to  
28 reimbursement for their expenses incurred in attending the meetings of the Authority and  
29 while otherwise engaged in the discharge of their duties as members of the Authority.

30 13. The Authority may employ such engineering, technical, legal, clerical, and  
31 other personnel on a regular, part-time, or consulting basis as in its judgment, SUBJECT  
32 TO THE PROVISIONS OF CHAPTER I, ARTICLE X OF THIS COMPACT, may be necessary  
33 for the discharge of its duties. The Authority shall not be bound by any statute or  
34 regulation of any signatory in the employment or discharge of any officer or employee of  
35 the Authority, except as may be contained in this compact.

36 14. A. The Authority shall establish its office for the conduct of its affairs at a  
37 location to be determined by the Authority and shall publish rules and regulations  
38 governing the conduct of its operations.

39 B. (1) THESE RULES AND REGULATIONS SHALL INCLUDE, BUT SHALL  
40 NOT BE LIMITED TO, AN ETHICS CODE, PUBLIC ACCESS TO INFORMATION,  
41 ADMINISTRATIVE PROCEDURES, AND OPEN MEETINGS, AND SHALL BE CONSISTENT

9

1 WITH SIMILAR PRACTICES CURRENTLY ADOPTED IN MARYLAND, VIRGINIA, AND  
2 THE DISTRICT OF COLUMBIA.

3 (2) THE AUTHORITY MAY ADOPT REGULATIONS AFTER  
4 PUBLICATION OF NOTICE OF INTENTION TO ADOPT THE REGULATIONS PUBLISHED  
5 IN A NEWSPAPER OF GENERAL CIRCULATION IN THE METROPOLITAN WASHINGTON,  
6 D.C. AREA AND AFTER AN OPPORTUNITY FOR PUBLIC COMMENT.

7 (3) THE AUTHORITY SHALL ALSO PUBLISH A NOTICE TO ADOPT  
8 THE REGULATIONS IN THE MARYLAND REGISTER.

9 [15. a. Except as otherwise provided in this Chapter I, the Authority shall be  
10 subject to Maryland laws pertaining to governmental procedures, including, but not  
11 limited to, the Administrative Procedure Act, the Open Meetings Law, and the Maryland  
12 Public Information Act.

13 b. The Authority shall adopt an ethics code, including, but not limited to,  
14 provisions governing conflict of interest, employment practices, financial disclosure, and  
15 acceptance of gifts which shall be substantially the same as that provided under the  
16 Maryland Public Ethics Law.]

17 Article [IV] V

18 Nothing in this compact shall be construed to amend, alter, or in any way affect the  
19 power of the signatories and their political subdivisions to levy and collect taxes on  
20 property or income or upon the sale of any material, equipment, or supplies or to levy,  
21 assess, and collect franchise or other similar taxes or fees for the licensing of vehicles and  
22 the operation thereof.

23 Article [V] VI

24 This compact shall be adopted by the signatories in the manner provided by law.  
25 This compact shall become effective [90 days after its adoption by the signatories]  
26 AFTER THE COMMONWEALTH OF VIRGINIA AND THE DISTRICT OF COLUMBIA HAVE  
27 PASSED ACTS SIMILAR IN SUBSTANCE TO THIS ACT.

28 Article [VI] VII

29 1. Any signatory may withdraw from the compact upon one year's written notice  
30 to that effect to the other signatories. In the event of a withdrawal of one of the  
31 signatories from the compact, the compact shall be terminated; provided, however, that  
32 no revenue bonds, notes, or other evidence of obligation issued pursuant to Chapter II,  
33 Article VI or any other financial obligations of the Authority remain outstanding and that  
34 the withdrawing signatory has made a full accounting of its financial obligations, if any, to  
35 the other [signatory] SIGNATORIES.

36 2. Upon the termination of this compact, the jurisdiction over the matters and  
37 persons covered by this compact shall revert to the signatories and the federal  
38 government, as their interests may appear.

10

1 Article [VII] VIII

2 Each of the signatories pledges to each of the other signatories faithful cooperation  
3 in the development and implementation of the project.

4 Article [VIII] IX

5 1. The Authority shall not undertake the ownership of the existing Woodrow  
6 Wilson Bridge, or any duties or responsibilities associated therewith, NOR UNDERTAKE  
7 ANY OF THE RESPONSIBILITIES AND POWERS PROVIDED IN THIS COMPACT until the  
8 Governors of THE STATE OF Maryland and THE COMMONWEALTH OF Virginia AND  
9 THE MAYOR OF THE DISTRICT OF COLUMBIA have entered into an agreement with the  
10 U.S. Secretary of Transportation including provisions governing the transfer of the  
11 existing bridge from the federal government to the Authority, and which shall provide for  
12 a contractual commitment by the federal government to provide [at least a majority of  
13 federal funding, with a target of 90% of project costs toward the cost of a new Woodrow  
14 Wilson Bridge or tunnel, or both a bridge and tunnel] FEDERAL FUNDING FOR THE  
15 PROJECT INCLUDING, AT A MINIMUM, A 100% SHARE FOR THE FOLLOWING:

16 A. THE COST OF THE CONTINUING REHABILITATION OF THE BRIDGE  
17 UNTIL SUCH TIME AS THE PROJECT IS OPERATIONAL;

18 B. AN AMOUNT, AS DETERMINED BY THE WOODROW WILSON BRIDGE  
19 COORDINATION COMMITTEE, EQUIVALENT TO THE COST OF REPLACING THE  
20 BRIDGE WITH A COMPARABLE MODERN BRIDGE DESIGNED ACCORDING TO  
21 CURRENT ENGINEERING STANDARDS;

22 C. THE COST OF PLANNING, PRELIMINARY ENGINEERING AND DESIGN,  
23 RIGHT-OF-WAY ACQUISITION, ENVIRONMENTAL STUDIES AND DOCUMENTATION,  
24 AND FINAL ENGINEERING FOR THE PROJECT; AND

25 D. A SUBSTANTIAL CONTRIBUTION TOWARDS REMAINING PROJECT  
26 COSTS.

27 2. Such federal funds shall be in addition to and shall not diminish the federal  
28 transportation funding allocated or apportioned to the Commonwealth of Virginia and  
29 the State of Maryland. Upon all parties' approval of this agreement, the Authority shall  
30 have sole responsibility for duties concerning ownership, construction, operation, and  
31 maintenance of the project. At least 30 days before the Governor of Maryland enters into  
32 an agreement under this article, the Governor shall submit the agreement to the  
33 Legislative Policy Committee for its review and comment.

34 ARTICLE X

35 1. WITHIN A REASONABLE PERIOD AFTER THIS COMPACT BECOMES  
36 EFFECTIVE UNDER ARTICLE VI OF THIS CHAPTER, THE AUTHORITY SHALL PREPARE  
37 AND SUBMIT TO THE GOVERNORS OF THE COMMONWEALTH OF VIRGINIA AND THE  
38 STATE OF MARYLAND, AND THE MAYOR OF THE DISTRICT OF COLUMBIA, A  
39 MANAGEMENT PLAN THAT INCLUDES:

40 A. AN ORGANIZATIONAL STRUCTURE;

11

1 B. A STAFFING PLAN THAT INCLUDES JOB DESCRIPTIONS; AND

2 C. A PROPOSED SALARY SCHEDULE CONSISTENT WITH EXISTING  
3 SALARY SCHEDULES FOR SIMILAR POSITIONS IN THE STATE OF MARYLAND, THE  
4 COMMONWEALTH OF VIRGINIA, AND THE DISTRICT OF COLUMBIA.

5 2. THE AUTHORITY SHALL NOT IMPLEMENT THE PROVISIONS OF THIS  
6 COMPACT UNTIL THE GOVERNORS OF THE COMMONWEALTH OF VIRGINIA AND THE  
7 STATE OF MARYLAND AND THE MAYOR OF THE DISTRICT OF COLUMBIA HAVE  
8 APPROVED THE MANAGEMENT PLAN.

9 3. SUBSEQUENT TO THE APPROVAL OF THE MANAGEMENT PLAN, THE  
10 AUTHORITY MAY INCREASE THE NUMBER OF ITS EMPLOYEES AND THEIR SALARY  
11 LEVELS, PROVIDED THAT SUCH INCREASES DO NOT RESULT IN A 20% INCREASE  
12 ABOVE THE LEVEL IN THE APPROVED MANAGEMENT PLAN. INCREASES IN EXCESS  
13 OF 20% SHALL REQUIRE AN AMENDMENT TO THE APPROVED PLAN. A PROPOSED  
14 AMENDMENT SHALL BE SUBMITTED TO, AND APPROVED BY, THE GOVERNORS OF  
15 THE COMMONWEALTH OF VIRGINIA AND THE STATE OF MARYLAND PRIOR TO  
16 BECOMING EFFECTIVE.

17 4. IN THE CONDUCT OF ITS RESPONSIBILITIES AND DUTIES, THE AUTHORITY  
18 SHALL MAXIMIZE THE USE OF EXISTING PUBLIC AND PRIVATE SECTOR ENTITIES TO  
19 PROVIDE NECESSARY SERVICES, INCLUDING MANAGEMENT, CONSTRUCTION,  
20 LEGAL, ACCOUNTING, AND OTHER SERVICES, AS THE AUTHORITY MAY DEEM  
21 NECESSARY.

22 Article [IX] XI

23 1. Except as provided herein, the Authority shall be liable for its contracts and  
24 for its torts and those of its directors, officers, employees, and agents. For tort actions  
25 arising out of conduct occurring in Maryland, Maryland tort and sovereign immunity law  
26 shall apply. The exclusive remedy for such breach of contracts and torts for which the  
27 Authority shall be liable, as herein provided, shall be by suit against the Authority.  
28 Nothing contained in this Act shall be construed as a waiver by THE STATE OF Maryland  
29 [or], THE COMMONWEALTH OF Virginia, OR THE DISTRICT OF COLUMBIA of any  
30 immunity from suit.

31 2. The United States district courts shall have original jurisdiction, concurrent  
32 with the courts of THE COMMONWEALTH OF Virginia [and], THE STATE OF Maryland,  
33 AND THE DISTRICT OF COLUMBIA, of all actions brought by or against the Authority.  
34 Any such action initiated in a state court OR THE SUPERIOR COURT OF THE DISTRICT  
35 OF COLUMBIA shall be removable to the appropriate United States district court in the  
36 manner provided by act of June 25, 1948, as amended (28 U.S.C. 1446).

37 Article [X] XII

38 1. If any part or provision of this compact or the application thereof to any  
39 person or circumstance is adjudged invalid by any court of competent jurisdiction, the  
40 judgment shall be confined in its operation to the part, provision, or application directly  
41 involved in the controversy in which such judgement shall have been rendered and shall

12

1 not affect or impair the validity of the remainder of this compact or the application  
2 thereof to other persons or circumstances, and the signatories hereby declare that they  
3 would have entered into this compact or the remainder thereof had the invalidity of such  
4 provision or application thereof been apparent.

5           2. This compact shall be liberally construed to effectuate the purposes for which  
6 it is created.

7                           CHAPTER II

8           Woodrow Wilson Bridge and Tunnel Revenue Bond Act

9                           Article I

10                          Definitions

11           [As used in this Act the following words shall have the following meanings:

12           1. "Cost", as applied to the project, means the cost of acquisition of all lands,  
13 structures, rights-of-way, franchises, easements, and other property rights and interests;  
14 the cost of lease payments, the cost of construction; the cost of demolishing, removing, or  
15 relocating any buildings or structures on lands acquired, including the cost of acquiring  
16 any lands to which such buildings or structures may be moved or relocated; the cost to  
17 relocate residents or businesses from properties acquired for the project; the cost of any  
18 extensions, enlargements, additions, and improvements; the cost of all labor, materials,  
19 machinery and equipment, financing charges, and interest on all bonds prior to and  
20 during construction and, if deemed advisable by the Authority, of such construction; the  
21 cost of engineering, financial and legal services, plans, specifications, studies, surveys,  
22 estimates of cost and of revenues, and other expenses necessary or incident to  
23 determining the feasibility or practicability of constructing the project, administrative  
24 expenses, provisions for working capital, and reserves for interest and for extensions,  
25 enlargements, additions, and improvements; the cost of bond insurance and other devices  
26 designed to enhance the creditworthiness of the bonds; and such other expenses as may  
27 be necessary or incidental to the construction of the project, the financing of such  
28 construction, and the planning of the project in operation.

29           2. "Owner" includes all persons as defined in Article 1, § 19 of the Annotated  
30 Code of Maryland having any interest or title in and to property, rights, franchises,  
31 easements, and interests authorized to be acquired by this Act.

32           3. "Project" means the existing Woodrow Wilson Bridge and a bridge or tunnel,  
33 or a bridge and tunnel project, adjacent to the existing Woodrow Wilson Bridge including  
34 work on the bridge or tunnel, or both the bridge and tunnel, as may be necessary to  
35 provide right-of-way for a rail transit facility, bus, or high occupancy vehicle lanes, and,  
36 if required by the construction of the bridge or tunnel, or both the bridge and tunnel,  
37 work on I-95 or other highways directly connected to the bridge or tunnel, or both the  
38 bridge and tunnel, provided that, in no event shall the project include work on such  
39 highways at a distance greater than three miles from the Potomac River; administration,  
40 storage, and other buildings and facilities which the Authority may deem necessary for

13

1 the operation of such project; and all property, rights, franchises, easements, and interests  
2 which may be acquired by the Authority for the construction or the operation of such  
3 project. Such project shall be substantially the same as that recommended by the  
4 Woodrow Wilson Bridge Study Coordination Committee, established in 1992 by the  
5 Federal Highway Administration, which shall be responsible for the development of  
6 concept plans, and environmental and community-related studies concerning the project,  
7 which plans and studies shall be conducted pursuant to the national Environmental  
8 Protection Act and other applicable federal laws.]

9 THE DEFINITIONS SET FORTH IN CHAPTER I, ARTICLE I OF THE WOODROW  
10 WILSON BRIDGE AND TUNNEL COMPACT SHALL ALSO APPLY TO THIS ACT.

11 Article II

12 Bonds, Notes, or Other Evidence of Obligation, Not to Constitute a Debtor Pledge of  
13 Taxing Power

14 Revenue bonds, notes, or other evidence of obligation, issued under the provisions  
15 of this Act shall not be deemed to constitute a debt or a pledge of the faith and credit of  
16 the Authority or of any signatory government or political subdivision thereof, but such  
17 bonds, notes, or other evidence of obligation, shall be payable solely from the funds  
18 herein provided therefor from tolls and other revenues. The issuance of revenue bonds,  
19 notes, or other evidence of obligation, under the provisions of this Act shall not directly  
20 or indirectly or contingently obligate the Authority, or any signatory government or  
21 political subdivision thereof, to levy or to pledge any form of taxation whatever therefor.  
22 All such revenue bonds, notes, or other evidence of obligation, shall contain a statement  
23 on their face substantially to the foregoing effect.

24 Article III

25 Additional Powers of the Authority

26 Without in any manner limiting or restricting the powers heretofore given to the  
27 Authority, AND CONTINGENT UPON THE EXECUTION OF THE AGREEMENT  
28 REFERRED TO IN CHAPTER I, ARTICLE IX OF THIS COMPACT, the Authority is hereby  
29 authorized and empowered:

30 1. To establish, finance, construct, maintain, repair, and operate the project;

31 2. [Contingent upon the execution of the agreement referred to in Chapter I,  
32 Article VIII, to] TO assume full rights of ownership of the [existing Woodrow Wilson]  
33 Bridge;

34 3. Subject to the approval of the Governors of the Commonwealth of Virginia  
35 and the State of Maryland AND THE MAYOR OF THE DISTRICT OF COLUMBIA OF THE  
36 PORTIONS OF THE PROJECT IN THEIR RESPECTIVE JURISDICTIONS, and in accordance  
37 with the recommendations of the Woodrow Wilson Bridge Coordinating Committee, to  
38 determine the location, character, size, and capacity of the project; to establish, limit, and  
39 control such points of ingress to and egress from the project as may be necessary or

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1 desirable in the judgment of the Authority to ensure the proper operation and  
2 maintenance of the project; and to prohibit entrance to such project from any point or  
3 points not so designated;

4 4. To secure all necessary federal, state, and local authorizations, permits, and  
5 approvals for the construction, maintenance, repair, and operation of the project;

6 5. To adopt and amend bylaws for the regulation of its affairs and the conduct of  
7 its business;

8 6. To adopt and amend rules and regulations to carry out the powers granted by  
9 this section;

10 7. To acquire, by purchase or condemnation, in the name of the Authority; and  
11 to hold and dispose of real and personal property for the corporate purposes of the  
12 Authority;

13 8. [To establish, construct, maintain, repair, and operate the project;

14 9.] To employ consulting engineers, a superintendent or manager of the project,  
15 and such other engineering, architectural, construction, and accounting experts, and  
16 inspectors, attorneys, and such other employees as may be deemed necessary, and within  
17 the limitations prescribed in this Act, and to prescribe their powers and duties and to fix  
18 their compensation;

19 [10.] 9. To pay, from any available moneys, the cost of plans, specifications,  
20 surveys, estimates of cost and revenues, legal fees, and other expenses necessary or  
21 incident to determining the feasibility or practicability of financing, constructing,  
22 maintaining, repairing, and operating the project;

23 [11.] 10. To issue revenue bonds, notes, or other evidence of obligation of the  
24 Authority, for any of its corporate purposes, payable solely from the tolls and revenues  
25 pledged for their payment, and to refund its bonds, all as provided in this Act;

26 [12.] 11. To fix and revise from time to time and to charge and collect tolls and  
27 other charges for the use of the project;

28 [13.] 12. To make and enter into all contracts or agreements, as the Authority  
29 may determine, which are necessary or incidental to the performance of its duties and to  
30 the execution of the powers granted under this Act;

31 [14.] 13. To accept loans and grants of money, or materials or property at any  
32 time from the United States of America, the Commonwealth of Virginia, the State of  
33 Maryland, the District of Columbia, or any agency or instrumentality thereof;

34 [15.] 14. To adopt an official seal and alter the seal at its pleasure;

35 [16.] 15. Subject to Chapter I, Article IX, to sue and be sued, plead and be  
36 impleaded, all in the name of the Authority;

37 [17.] 16. To exercise any power usually possessed by private corporations  
38 performing similar functions, including the right to expend, solely from funds provided  
39 under the authority of this Act, such funds as may be considered by the Authority to be

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1 advisable or necessary in advertising its facilities and services to the traveling public;  
2 [and]

3 17. TO ENTER INTO CONTRACTS WITH EXISTING GOVERNMENTAL ENTITIES  
4 IN THE COMMONWEALTH OF VIRGINIA, THE STATE OF MARYLAND, OR THE  
5 DISTRICT OF COLUMBIA, OR WITH PRIVATE BUSINESS ENTITIES FOR THE PURPOSE  
6 OF ALLOWING THOSE ENTITIES TO UNDERTAKE ALL OR PORTIONS OF THE PROJECT,  
7 INCLUDING, BUT NOT LIMITED TO, DESIGN, ENGINEERING, FINANCING,  
8 CONSTRUCTION, AND OPERATION OF THE PROJECT, AS THE AUTHORITY MAY DEEM  
9 NECESSARY;

10 18. TO ESTABLISH AND MAINTAIN A POLICE FORCE, OR TO ENTER INTO A  
11 CONTRACT WITH AN EXISTING GOVERNMENTAL ENTITY IN THE STATE OF  
12 MARYLAND, THE COMMONWEALTH OF VIRGINIA, OR THE DISTRICT OF COLUMBIA  
13 TO PROVIDE POLICE SERVICES, AS THE AUTHORITY MAY DEEM NECESSARY; AND

14 [18.] 19. To do all acts and things necessary or incidental to the performance of  
15 its duties and the execution of its powers under this Act.

16 Article IV

17 A. Acquisition of Property

18 The Authority is hereby authorized and empowered to acquire by purchase,  
19 whenever it shall deem such purchase expedient, solely from funds provided under the  
20 authority of this Act, such lands, structures, rights-of-way, property, rights, franchises,  
21 easements, and other interests in lands, including lands lying under water and riparian  
22 rights, which are located within the METROPOLITAN Washington [metropolitan] area,  
23 as [it] THE AUTHORITY may deem necessary or convenient for the construction and  
24 operation of the project, upon such terms and at such prices as may be considered by it to  
25 be reasonable and can be agreed upon between it and the owner thereof; and to take title  
26 thereto in the name of the Authority.

27 All counties, cities, towns and other political subdivisions and all public agencies  
28 and authorities of the signatories, notwithstanding any contrary provision of law, are  
29 hereby authorized and empowered to lease, lend, grant, or convey to the Authority at the  
30 Authority's request, upon such terms and conditions as the proper authorities of such  
31 counties, cities, towns, political subdivisions, agencies, or authorities may deem  
32 reasonable and fair and without the necessity for any advertisement, order of court, or  
33 other action or formality, other than the regular and formal action of the authorities  
34 concerned, any real property which may be necessary or convenient to the effectuation of  
35 the authorized purposes of the Authority, including public roads and other real property  
36 already devoted to public use.

37 Whenever a reasonable price cannot be agreed upon, or whenever the owner is  
38 legally incapacitated or is absent, unknown or unable to convey valid title, the Authority  
39 is hereby authorized and empowered to acquire by condemnation or by the exercise of the  
40 power of eminent domain any lands, property, right, rights-of-way, franchises, easements,  
41 and other property deemed necessary or convenient for the construction or the efficient  
42 operation of the project or necessary in the restoration of public or private property  
43 damaged or destroyed.

16

1 Whenever the Authority acquires property under this Article IV of [this chapter]  
 2 CHAPTER II, it shall comply with the applicable federal law relating to relocation and  
 3 relocation assistance. If there is no applicable federal law, the Authority shall comply with  
 4 the provision of the state law of the signatory in which the property is located governing  
 5 relocation and relocation assistance.

6 In advance of undertaking any acquisition of property or easements in Maryland or  
 7 the condemnation of such property, the Authority must obtain from the Maryland Board  
 8 of Public Works approval of a plan identifying the properties to be obtained for the  
 9 project. Condemnation proceedings shall be in accordance with the provisions of state law  
 10 of the signatory in which the property is located governing condemnation by the highway  
 11 agency of such state. Nothing in this Act shall be construed to authorize the Authority to  
 12 condemn the property of the Commonwealth of Virginia [or], the State of Maryland, OR  
 13 THE DISTRICT OF COLUMBIA.

#### 14 B. Procurement

15 1. Except as provided in subsections 2, 3, and 6 of this Section B, and except in  
 16 the case of procurement procedures otherwise expressly authorized by [statute] LAW,  
 17 the Authority in conducting a procurement of [property] GOODS, services, or  
 18 construction shall: a. obtain full and open competition through the use of competitive  
 19 procedures in accordance with the requirements of this section; and b. use the  
 20 competitive procedure or combination of competitive procedures that is best suited under  
 21 the circumstances of the procurement. In determining the competitive procedure  
 22 appropriate under the circumstances, the Authority shall: a. solicit sealed bids if: (i) time  
 23 permits the solicitation, submission, and evaluation of sealed bids; (ii) the award will be  
 24 made on the basis of price and other price-related factors; (iii) it is not necessary to  
 25 conduct discussions with the responding sources about their bids; and (iv) there is a  
 26 reasonable expectation of receiving more than one sealed bid; or b. request competitive  
 27 proposals if sealed bids are not appropriate under clause a. of this sentence.

28 2. The Authority may use procedures other than competitive procedures if: a.  
 29 the [property] GOODS, services, or construction needed by the Authority are available  
 30 from only one responsible source and no other type of [property] GOODS, services, or  
 31 construction will satisfy the needs of the Authority; [or] b. the Authority's need for the  
 32 [property] GOODS, services, or construction is of such an unusual and compelling  
 33 urgency that the Authority would be seriously injured unless the Authority limits the  
 34 number of sources from which it solicits bids or proposals; or c. the [property] GOODS  
 35 or services needed can be obtained through federal or other governmental sources at  
 36 reasonable prices.

37 3. For the purpose of applying subsection 2.a. of this section: a. in the case of a  
 38 contract for [property] GOODS, services, or construction to be awarded on the basis of  
 39 acceptance of an unsolicited proposal, the [property] GOODS, services, or construction  
 40 shall be deemed to be available from only one responsible source if the source has  
 41 submitted an unsolicited proposal that demonstrates a concept: (i) that is unique and  
 42 innovative or, in the case of a service, for which the source demonstrates a unique  
 43 capability to provide the service; and (ii) the substance of which is not otherwise available  
 44 to the Authority and does not resemble the substance of a pending competitive  
 45 procurement. b. In the case of a follow-on contract for the continued development or

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1 production of a major system or highly specialized equipment or the continued provision  
2 of highly specialized services, the [property] GOODS, services, or construction may be  
3 deemed to be available from only the original source and may be procured through  
4 procedures other than competitive procedures if it is likely that award to a source other  
5 than the original source would result in: (i) substantial duplication of cost to the  
6 Authority that is not expected to be recovered through competition; or (ii) unacceptable  
7 delays in fulfilling the Authority's needs.

8 4. If the Authority uses procedures other than competitive procedures to  
9 procure property, services, or construction under subsection 2.b. of this section, the  
10 Authority shall request offers from as many potential sources as is practicable under the  
11 circumstances.

12 5. a. To promote efficiency and economy in contracting, the Authority may  
13 use simplified acquisition procedures for purchases of property, services, and  
14 construction. b. For the purposes of this subsection, simplified acquisition procedures  
15 may be used for purchases for an amount that does not exceed the simplified acquisition  
16 threshold adopted by the federal government. c. A proposed purchase or contract for an  
17 amount above the simplified acquisition threshold may not be divided into several  
18 purchases or contracts for lesser amounts in order to use the procedures under paragraph  
19 a. of this subsection. d. In using simplified acquisition procedures, the Authority shall  
20 promote competition to the maximum extent practicable.

21 6. The [board] AUTHORITY shall adopt policies and procedures to implement  
22 this section. The policies and procedures shall provide for publication of notice of  
23 procurements and other actions designed to secure competition where competitive  
24 procedures are used.

25 7. The Authority in its SOLE discretion may reject any and all bids or proposals  
26 received in response to a solicitation.

27 8. [Unless otherwise required by federal law, regulation, grant agreement or  
28 other federal requirement, in] IN structuring ALL procurements [under this Section B],  
29 the Authority shall comply with [the] FEDERAL laws [and], regulations [of the State of  
30 Maryland], OR OTHER FEDERAL REGULATIONS SET FORTH IN GRANT AGREEMENTS  
31 OR ELSEWHERE, as they may be amended from time to time, governing minority business  
32 enterprise participation.

33 Article V

34 Incidental Powers

35 [Subject to the approval of the highest ranking elected official of the jurisdiction in  
36 which the following work is to take place, the] THE Authority shall have power to  
37 construct grade separations at intersections of the project with public highways and to  
38 change and adjust the lines and grades of such highways so as to accommodate the same  
39 to the design of such grade separation. The cost of such grade separations and any  
40 damage incurred in changing and adjusting the lines and grades of such highways shall be  
41 ascertained and paid by the Authority as a part of the cost of the project.

18

1 If the Authority shall find it necessary to change the location of any portion of any  
 2 public highway, it shall cause the same to be reconstructed at such location as the  
 3 Authority shall deem most favorable and of substantially the same type and in as good  
 4 condition as the original highway. The cost of such reconstruction and any damage  
 5 incurred in changing the location of any such highway shall be ascertained and paid by the  
 6 Authority as a part of the cost of the project.

7 Any public highway affected by the construction of the project may be vacated or  
 8 relocated by the Authority in the manner now provided by law for the vacation or  
 9 relocation of public roads, and any damages awarded on account thereof shall be paid by  
 10 the Authority as a part of the cost of the project.

11 The Authority shall also have power to make regulations for the installation,  
 12 construction, maintenance, repair, renewal, relocation, and removal of tracks, pipes,  
 13 mains, conduits, cables, wires, towers, poles, and other equipment and appliances (herein  
 14 called "public utility facilities") of any public utility in, on, along, over, or under the  
 15 project. Whenever the Authority shall determine that it is necessary that any such public  
 16 utility facilities which now are, or hereafter may be, located in, on, along, over, or under  
 17 the project should be relocated in the project, or should be removed from the project, the  
 18 public utility owning or operating such facilities shall relocate or remove the same in  
 19 accordance with the order of the Authority, provided that the cost and expenses of such  
 20 relocation or removal, including the cost of installing such facilities in a new location or  
 21 new locations, and the cost of any lands, or any rights or interests in lands, and any other  
 22 rights, acquired to accomplish such relocation or removal, shall be ascertained and paid  
 23 by the Authority as a part of the cost of the project. In case of any such relocation or  
 24 removal of facilities, the public utility owning or operating the same, its successors or  
 25 assigns, may maintain and operate such facilities, with the necessary appurtenances, in  
 26 the new location or new locations, for as long a period, and upon the same terms and  
 27 conditions, as it had the right to maintain and operate such facilities in their former  
 28 location or locations.

#### 29 Article VI

##### 30 Project Financing

31 The Authority is hereby authorized to provide by resolution, at one time or from  
 32 time to time, for the issuance of revenue bonds, notes, or other evidence of obligation of  
 33 the Authority to pay all or a part of the cost of all or a part of the project.

#### 34 Article VII

##### 35 Trust Indenture

36 In the discretion of the Authority, any bonds, notes, or other evidence of obligation  
 37 issued under the provisions of this Act may be secured by a trust indenture by and  
 38 between the Authority and a corporate trustee, which may be any trust company or bank  
 39 having the powers of a trust company within or without the State of Maryland. Such trust  
 40 indenture or the resolution providing for the issuance of such bonds may pledge or assign  
 41 the tolls and other revenues to be received, but shall not convey or mortgage the project  
 42 or any part thereof.

19

## 1 Article VIII

## 2 Revenues

3 The Authority is hereby authorized to fix, revise, charge, and collect tolls for the use  
 4 of the project, and to contract with any person, partnership, association, or corporation  
 5 desiring the use thereof, and to fix the terms, conditions, rents, and rates of charges for  
 6 such use.

7 Such tolls shall be so fixed and adjusted in respect of the aggregate of tolls from the  
 8 project as to provide a fund sufficient IN COMBINATION with other revenues, if any, to  
 9 pay (i) the cost of maintaining, repairing, and operating such project and (ii) the principal  
 10 of and the interest on such bonds as the same shall become due and payable, and to  
 11 create reserves for such purposes. [Such tolls shall be subject to periodic approval of the  
 12 Governors of the Commonwealth of Virginia and the State of Maryland; provided that in  
 13 no event shall said Governors require that tolls be set at a rate less than that required to  
 14 meet payments under any applicable trust indenture for the project.] The tolls and all  
 15 other revenues derived from the project in connection with which the bonds of any issue  
 16 shall have been issued, except such part thereof as may be necessary to pay such cost of  
 17 maintenance, repair, and operation and to provide such reserves therefor as may be  
 18 provided for in the resolution authorizing the issuance of such bonds or in the trust  
 19 indenture securing the same, shall be set aside at such regular intervals as may be  
 20 provided in such resolution or such trust indenture in a sinking fund which is hereby  
 21 pledged to, and charged with, the payment of the principal of and the interest on such  
 22 bonds as the same shall become due, and, upon the approval of the Governors of the  
 23 Commonwealth of Virginia and the State of Maryland AND THE MAYOR OF THE  
 24 DISTRICT OF COLUMBIA, the redemption price or the purchase price of bonds retired by  
 25 call or purchase as therein provided. Such pledge shall be valid and binding from the time  
 26 when the pledge is made; the tolls or other revenues or other moneys so pledged and  
 27 thereafter received by the Authority shall immediately be subject to the lien of such  
 28 pledge without any physical delivery thereof or further act, and the lien of any such  
 29 pledge shall be valid and binding as against all parties having claims of any kind in tort,  
 30 contract, or otherwise against the Authority, irrespective of whether such parties have  
 31 notice thereof. Neither the resolution nor any trust indenture by which a pledge is created  
 32 need be filed or recorded except in the records of the Authority. The use and disposition  
 33 of moneys to the credit of such sinking fund shall be subject to the provisions of the  
 34 resolution authorizing the issuance of such bonds or of such trust indenture. Except as  
 35 may otherwise be provided in such resolution or such trust indenture, such sinking fund  
 36 shall be a fund for all such bonds without distinction or priority of one over another.

37 [In the event that revenues generated by the project are in excess of that required  
 38 to meet payments under any applicable trust indenture for the project, then, unless  
 39 otherwise approved by the Governors of the Commonwealth of Virginia and the State of  
 40 Maryland, all revenues for each fiscal year in excess of that needed to meet payments  
 41 under any applicable trust indenture for the project, and interest accrued thereon shall be  
 42 paid in equal amounts to the Maryland Department of Transportation and the Virginia  
 43 Department of Transportation no later than the first day of October of the following  
 44 fiscal year.] TOLLS SHALL BE SET AT RATES SUCH THAT REVENUES GENERATED BY  
 45 THE PROJECT SHALL NOT EXCEED THAT REQUIRED TO MEET PAYMENTS UNDER  
 46 ANY APPLICABLE TRUST INDENTURE FOR THE PROJECT.

20

1 Article IX

2 Trust Funds

3 All moneys received pursuant to the authority of this Act, whether as proceeds from  
4 the sale of bonds or as revenues, shall be deemed to be trust funds to be held and applied  
5 solely as provided in this Act. The resolution authorizing the bonds of any issue or the  
6 trust indenture securing such bonds shall provide that any officer with whom, or any bank  
7 or trust company with which, such moneys shall be deposited shall act as trustee of such  
8 moneys and shall hold and apply the same for the purposes thereof, subject to such  
9 regulations as this Act and such resolution or trust indenture may provide.

10 Article X

11 Remedies

12 Any holder of bonds, notes, or other evidence of obligation issued under the  
13 provisions of this Act or any of the coupons appertaining thereto, and the trustee under  
14 any trust indenture, except to the extent the rights herein given may be restricted by such  
15 trust indenture or the resolution authorizing the issuance of such bonds, notes, or other  
16 evidence of obligation, may, either at law or in equity, by suit, action, mandamus or other  
17 proceeding, protect and enforce any and all rights under the laws of the State of  
18 Maryland, THE COMMONWEALTH OF VIRGINIA, OR THE DISTRICT OF COLUMBIA or  
19 granted hereunder or under such trust indenture or the resolution authorizing the  
20 issuance of such bonds, notes, or other evidence of obligation, and may enforce and  
21 compel the performance of all duties required by this Act or by such trust indenture or  
22 resolution to be performed by the Authority or by any officer thereof, including the fixing,  
23 charging, and collecting of tolls.

24 Article XI

25 Tax Exemption

26 The exercise of the powers granted by this Act will be in all respects for the benefit  
27 of the people of the State of Maryland and for the increase of their commerce and  
28 prosperity, and as the operation and maintenance of the project will constitute the  
29 performance of essential governmental functions, the Authority shall not be required to  
30 pay any taxes or assessments upon the project or any property acquired or used by the  
31 Authority under the provisions of this Act or upon the income therefrom, and the bonds,  
32 notes, or other evidence of obligation issued under the provisions of this Act, their  
33 transfer and the income therefrom (including any profit made on the sale thereof) shall at  
34 all times be free from taxation within the State of Maryland.

35 Article XII

36 Bonds, Notes, or Other Evidence of Obligation Eligible for Investment

37 Bonds, notes, or other evidence of obligation issued by the Authority under the  
38 provisions of this Act are hereby made securities in which all public officers and public  
39 bodies of the State of Maryland and its political subdivisions, all insurance companies,

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1 trust companies, banking associations, investment companies, executors, administrators,  
2 trustees, and other fiduciaries may properly and legally invest funds, including capital in  
3 their control or belonging to them. Such bonds, notes, or other evidence of obligation are  
4 hereby made securities which may properly and legally be deposited with and received by  
5 any State of Maryland or municipal officer or any agency or political subdivision of the  
6 State of Maryland for any purpose for which the deposit of bonds, notes, or other  
7 evidence of obligation is now or may hereafter be authorized by law.

8 Article XIII

9 Miscellaneous

10 Any action taken by the Authority under the provisions of this Act may be  
11 authorized by resolution at any regular or special meeting, and each such resolution shall  
12 take effect immediately and need not be published or posted.

13 The project when constructed and opened to traffic shall be maintained and kept in  
14 good condition and repair by the Authority. The project shall also be policed and  
15 operated by such force of police, toll-takers, and other operating employees as the  
16 Authority may in its discretion employ. THE AUTHORITY MAY ENTER INTO A  
17 CONTRACTUAL AGREEMENT WITH AN EXISTING GOVERNMENTAL ENTITY IN  
18 MARYLAND OR VIRGINIA TO PROVIDE THESE SERVICES. An Authority police officer  
19 shall have all the powers granted to a peace officer and a police officer of the State of  
20 Maryland. However, an Authority police officer may exercise these powers only on  
21 property owned, leased, operated by, or under the control of the Authority, and may not  
22 exercise these powers on any other property unless:

23 (1) Engaged in fresh pursuit of a suspected offender;

24 (2) Specially requested or permitted to do so in a political subdivision by its  
25 chief executive officer or its chief police officer; or

26 (3) Ordered to do so by the [Governor] GOVERNORS OF THE STATE OF  
27 MARYLAND, THE COMMONWEALTH OF VIRGINIA, OR THE MAYOR OF THE DISTRICT  
28 OF COLUMBIA, AS THE CIRCUMSTANCES MAY REQUIRE.

29 All other police officers of the signatory parties and of each county, city, town, or  
30 other political subdivision of the State of Maryland through which the project, or portion  
31 thereof, extends shall have the same powers and jurisdiction within the limits of such  
32 project as they have beyond such limits and shall have access to the project at any time for  
33 the purpose of exercising such powers and jurisdiction.

34 On or before the last day of August in each year, the Authority shall make an  
35 annual report of its activities for the preceding [calendar] FISCAL year to the Governors  
36 of THE STATE OF Maryland and THE COMMONWEALTH OF Virginia AND THE MAYOR  
37 OF THE DISTRICT OF COLUMBIA. Each such report shall set forth a complete operating  
38 and financial statement covering its operations during the year. The Authority shall cause  
39 an audit of its books and accounts to be made at least once in each year by certified public  
40 accountants and the cost thereof may be treated as a part of the cost of construction or  
41 operation of the project. The records, books, and accounts of the Authority shall be  
42 subject to examination and inspection by duly authorized representatives of the governing

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1 bodies of Maryland [and], Virginia, AND THE DISTRICT OF COLUMBIA and by any  
2 bondholder or bondholders at any reasonable time, provided the business of the  
3 Authority is not unduly interrupted or interfered with thereby.

4 Any member, agent, or employee of the Authority who contracts with the Authority  
5 or is interested, either directly or indirectly, in any contract with the Authority or in the  
6 sale of any property, either real or personal, to the Authority shall be guilty of a  
7 misdemeanor, and, upon conviction [shall] MAY be punished by a fine of not more than  
8 \$1,000 or by imprisonment for not more than one year, or both.

9 Any person who uses the project and fails or refuses to pay the toll provided  
10 therefor shall be guilty of a misdemeanor, and, upon conviction [shall] MAY be punished  
11 by a fine of not more than \$100 or by imprisonment for not more than thirty days, or both.

12 SECTION 2. AND BE IT FURTHER ENACTED, That this Act may not take  
13 effect until a similar Act is passed by the Commonwealth of Virginia and the District of  
14 Columbia; that the Commonwealth of Virginia and the District of Columbia are  
15 requested to concur in this Act of the General Assembly of Maryland by the passage of a  
16 similar Act; that the Department of Legislative Reference shall notify the appropriate  
17 officials of the Commonwealth of Virginia, the District of Columbia, and the United  
18 States Congress of the passage of this Act; and that upon the concurrence in this Act by  
19 the Commonwealth of Virginia and the District of Columbia and approval by the United  
20 States Congress, the Governor of the State of Maryland shall issue a proclamation  
21 declaring this Act valid and effective and shall forward a copy of the proclamation to the  
22 Director of the Department of Legislative Reference.

23 SECTION 3. AND BE IT FURTHER ENACTED, That, subject to Section 2 of  
24 this Act, this Act shall take effect October 1, 1996.