
By: Senators Miller, Lawlah, and Dorman

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Committee Report: Favorable with amendments

Senate action: Adopted

Read second time: March 19, 1996

CHAPTER _____

1 AN ACT concerning

2 **Woodrow Wilson Memorial Bridge and Tunnel Compact**

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

19 BY repealing and reenacting, without amendments,
20 Article - Transportation
21 Section 10-301
22 Annotated Code of Maryland
23 (1993 Replacement Volume and 1995 Supplement)
24 (As enacted by Chapter 494 of the Acts of the General Assembly of 1995)

25 BY repealing and reenacting, with amendments,

2

1 Article - Transportation
2 Section 10-302 and 10-303
3 Annotated Code of Maryland
4 (1993 Replacement Volume and 1995 Supplement)
5 (As enacted by Chapter 494 of the Acts of the General Assembly of 1995)

6 SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF
7 MARYLAND, That the Laws of Maryland read as follows:

8 **Article - Transportation**

9 10-301.

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

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

15 10-302.

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

19 10-303.

20 Preamble

21 WHEREAS, Traffic congestion imposes serious economic burdens in the
22 METROPOLITAN Washington, D.C. [metropolitan] area, costing commuters an
23 estimated \$1,000 each per year; and

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

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

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

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

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

3

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

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

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

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

14 WHEREAS, The Woodrow Wilson Bridge Coordinating Committee, established by
15 the Federal Highway Administration and comprised of representatives of federal, state,
16 and local governments, is undertaking planning studies pertaining to the Woodrow
17 Wilson Bridge, consistent with the provisions of the National Environmental Protection
18 Act and other applicable federal laws; and

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

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

26 WHEREAS, A coordinated approach without regard to political and legal
27 jurisdictional boundaries, through the cooperation of the State of Maryland and the
28 Commonwealth of Virginia by and through an instrumentality and common agency of the
29 Commonwealth of Virginia and the State of Maryland is a proper and necessary step
30 looking towards the alleviation of traffic problems related to the inadequacy of the
31 existing Woodrow Wilson Bridge;]

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

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

38 WHEREAS, THE WOODROW WILSON MEMORIAL BRIDGE SERVES AS A VITAL
39 LINK IN THE INTERSTATE SYSTEM AND THE NORTHEAST CORRIDOR, AND
40 IDENTIFYING ALTERNATIVE METHODS FOR MAINTAINING THE BRIDGE IS CRITICAL
41 TO ADDRESSING TRAFFIC CONGESTION IN THE METROPOLITAN WASHINGTON D.C.
42 AREA; AND

4

1 WHEREAS, THE WOODROW WILSON MEMORIAL BRIDGE IS THE ONLY
2 DRAWBRIDGE IN THE METROPOLITAN WASHINGTON, D.C. AREA ON THE
3 INTERSTATE SYSTEM AND THE ONLY SEGMENT OF THE CAPITAL BELTWAY WITH
4 LESS THAN SIX LANES AND A REMAINING EXPECTED LIFE OF LESS THAN 10 YEARS;
5 AND

6 WHEREAS, THE WOODROW WILSON MEMORIAL BRIDGE WAS CONSTRUCTED
7 BY THE FEDERAL GOVERNMENT AND IS THE ONLY PART OF THE INTERSTATE
8 SYSTEM OWNED BY THE FEDERAL GOVERNMENT; AND

9 WHEREAS, THE FEDERAL GOVERNMENT, IN THE PAST, PAID 100% OF THE COST
10 OF BUILDING AND REHABILITATING THE BRIDGE AND HAS A CONTINUING
11 RESPONSIBILITY TO FUND THE FUTURE COSTS ASSOCIATED WITH THE UPGRADING
12 OF THE POTOMAC RIVER CROSSING ON INTERSTATE 95, INCLUDING THE
13 REHABILITATION AND RECONSTRUCTION OF THE BRIDGE; AND

14 WHEREAS, THE WOODROW WILSON MEMORIAL BRIDGE COORDINATION
15 COMMITTEE IS UNDERTAKING PLANNING STUDIES PERTAINING TO THE BRIDGE,
16 CONSISTENT WITH THE NATIONAL ENVIRONMENTAL POLICY ACT OF 1969 AND
17 OTHER APPLICABLE FEDERAL LAWS; AND

18 WHEREAS, THE TRANSFER OF THE OWNERSHIP OF THE BRIDGE TO A
19 REGIONAL AUTHORITY UNDER THE TERMS AND CONDITIONS OF THIS COMPACT
20 WOULD FOSTER REGIONAL TRANSPORTATION PLANNING EFFORTS TO IDENTIFY
21 SOLUTIONS TO THE GROWING PROBLEM OF TRAFFIC CONGESTION ON AND
22 AROUND THE BRIDGE; AND

23 WHEREAS, THE AUTHORITY SHOULD MAXIMIZE THE USE OF EXISTING PUBLIC
24 AND PRIVATE SECTOR ENTITIES TO PROVIDE NECESSARY PROJECT SERVICES,
25 INCLUDING MANAGEMENT, CONSTRUCTION, LEGAL, ACCOUNTING, AND
26 OPERATING SERVICES, AND NOT CREATE A NEW BUREAUCRACY OR
27 ORGANIZATIONAL STRUCTURE; AND

28 WHEREAS, ANY MATERIAL CHANGE TO THE BRIDGE MUST TAKE INTO
29 ACCOUNT THE INTERESTS OF NEARBY COMMUNITIES, THE COMMUTING PUBLIC,
30 FEDERAL, STATE, AND LOCAL GOVERNMENT ORGANIZATIONS, AND OTHER
31 AFFECTED GROUPS; AND

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

5

1 Woodrow Wilson Bridge and Tunnel Compact
2 CHAPTER I
3 General Compact Provisions
4 Article I
5 DEFINITIONS

6 AS USED IN THIS COMPACT THE FOLLOWING WORDS SHALL HAVE THE
7 FOLLOWING MEANINGS:

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

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

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

36 4. "PROJECT" MEANS THE UPGRADING OF THE INTERSTATE ROUTE 95
37 POTOMAC RIVER CROSSING IN ACCORDANCE WITH THE SELECTED ALTERNATIVE
38 DEVELOPED BY THE WOODROW WILSON BRIDGE COORDINATING COMMITTEE.
39 "PROJECT" INCLUDES ON-GOING SHORT-TERM REHABILITATION AND REPAIR OF
40 THE BRIDGE AND MAY INCLUDE ONE OR MORE OF THE FOLLOWING:

41 A. CONSTRUCTION OF A NEW BRIDGE IN THE VICINITY OF THE
42 BRIDGE;

6

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

2 C. LONG-TERM REHABILITATION OR RECONSTRUCTION OF THE
3 BRIDGE;

4 D. UPON THE BRIDGES OR WITHIN THE TUNNEL DESCRIBED IN
5 SUBPARAGRAPHS A, B, AND C, OF THIS PARAGRAPH, OR IN CONJUNCTION WITH WORK
6 ON INTERSTATE ROUTE 95 AND OTHER APPROACH ROADWAYS AS DESCRIBED IN
7 SUBPARAGRAPH E OF THIS PARAGRAPH;

8 (1) WORK NECESSARY TO PROVIDE RIGHTS-OF-WAY FOR A RAIL TRANSIT
9 FACILITY OR BUS OR HIGH OCCUPANCY VEHICLE LANES ~~IN CONNECTION WITH AN~~
10 ACTIVITY DESCRIBED IN SUBPARAGRAPHS A, B, OR C OF THIS PARAGRAPH
11 INCLUDING THE CONSTRUCTION OR MODIFICATION OF FOOTINGS, PIERS, BRIDGE
12 DECK, ROADWAYS, OTHER STRUCTURAL SUPPORT SYSTEMS, AND RELATED
13 IMPROVEMENTS; AND

14 (2) THE CONSTRUCTION OF TRAVEL LANES FOR HIGH OCCUPANCY
15 VEHICLES OR BUSES;

16 E. WORK ON INTERSTATE ROUTE 95 AND OTHER APPROACH
17 ROADWAYS IF NECESSITATED BY, OR NECESSARY TO ACCOMPLISH, AN ACTIVITY
18 DESCRIBED IN SUBPARAGRAPHS A, B, OR C OF THIS PARAGRAPH; AND

19 F. CONSTRUCTION OR ACQUISITION OF ANY BUILDING,
20 IMPROVEMENT, ADDITION, ~~EXTENSION,~~ REPLACEMENT, APPURTENANCE, LAND,
21 INTEREST IN LAND, WATER RIGHT, AIR RIGHT, MACHINERY, EQUIPMENT,
22 FURNISHING, LANDSCAPING, EASEMENT, UTILITY, ~~APPROACH,~~ ROADWAY, OR
23 OTHER FACILITY THAT IS ~~NECESSARY OR DESIRABLE IN CONNECTION WITH OR~~
24 INCIDENTAL TO A FACILITY NECESSITATED BY, OR NECESSARY TO ACCOMPLISH AN
25 ACTIVITY DESCRIBED IN SUBPARAGRAPHS A, B, OR C OF THIS PARAGRAPH.

26 ARTICLE II

27 There is hereby created the Woodrow Wilson MEMORIAL Bridge and Tunnel
28 Authority, hereinafter referred to as the "Authority".

29 Article [II] III

30 The Authority shall be an instrumentality and common agency of the
31 Commonwealth of Virginia ~~and the~~ State of Maryland, AND THE DISTRICT OF
32 COLUMBIA, and shall have the powers and duties set forth in this compact and such
33 additional powers and duties as may be conferred upon it by subsequent action of the
34 signatories.

35 Article [III] IV

36 1. The Authority shall be governed by a board of [fifteen] NINE VOTING
37 members AND TWO NONVOTING MEMBERS appointed as follows:

7

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

3 b. [Five] THREE members shall be appointed by ~~and serve at the pleasure~~
4 ~~of the Governor of the State of Maryland, with the advice and consent of the Senate of~~
5 ~~Maryland, AND SHALL SERVE AT THE PLEASURE OF THE GOVERNOR OF THE STATE~~
6 ~~OF MARYLAND;~~

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

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

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

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

16 2. Members, other than members who are elected officials, shall have
17 backgrounds in finance, construction lending, and infrastructure policy disciplines.
18 [Except for the members from the District of Columbia, one member from each
19 jurisdiction shall be an incumbent elected official of a political subdivision within the
20 jurisdiction in which the project is located. No other member shall hold elective or
21 appointive public office.] ~~AT LEAST TWO MEMBERS OF THE BOARD~~ AT LEAST ONE
22 MEMBER OF THE BOARD FROM MARYLAND AND ONE MEMBER OF THE BOARD
23 FROM VIRGINIA SHALL BE ELECTED OFFICIALS EACH OF WHOM REPRESENTS A
24 POLITICAL SUBDIVISION THAT HAS JURISDICTION OVER THE AREA AT AN END OF
25 THE ~~PROJECT CROSSING~~ BRIDGE, BRIDGES, OR TUNNEL.

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

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

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

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

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

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

8

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

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

5 (2) THE INITIAL TERMS OF THE MEMBERS APPOINTED JOINTLY BY
6 THE GOVERNORS OF THE COMMONWEALTH OF VIRGINIA AND THE STATE OF
7 MARYLAND AND THE MAYOR OF THE DISTRICT OF COLUMBIA SHALL BE AS
8 FOLLOWS:

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

11 (II) ONE MEMBER SHALL BE APPOINTED FOR A FOUR-YEAR
12 TERM.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17 B. (1) THESE RULES AND REGULATIONS SHALL INCLUDE, BUT SHALL
18 NOT BE LIMITED TO, AN ETHICS CODE, PUBLIC ACCESS TO INFORMATION,
19 ADMINISTRATIVE PROCEDURES, AND OPEN MEETINGS, AND SHALL BE CONSISTENT
20 WITH SIMILAR PRACTICES CURRENTLY ADOPTED IN MARYLAND, VIRGINIA, AND
21 THE DISTRICT OF COLUMBIA.

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

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

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

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

36 Article [IV] V

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

10

1 Article [V] VI

2 This compact shall be adopted by the signatories in the manner provided by law.
3 This compact shall become effective [90 days after its adoption by the signatories]
4 AFTER THE COMMONWEALTH OF VIRGINIA AND THE DISTRICT OF COLUMBIA HAVE
5 ~~PASSED~~ ADOPTED ACTS SIMILAR IN SUBSTANCE TO THIS ACT.

6 Article [VI] VII

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

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

17 Article [VII] VIII

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

20 Article [VIII] IX

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

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

34 B. AN AMOUNT, AS DETERMINED BY THE WOODROW WILSON
35 MEMORIAL BRIDGE COORDINATION COMMITTEE, EQUIVALENT TO THE COST OF
36 REPLACING THE BRIDGE WITH A COMPARABLE MODERN BRIDGE DESIGNED
37 ACCORDING TO CURRENT ENGINEERING STANDARDS;

11

1 C. THE COST OF PLANNING, PRELIMINARY ENGINEERING AND DESIGN,
2 RIGHT-OF-WAY ACQUISITION, ENVIRONMENTAL STUDIES AND DOCUMENTATION,
3 AND FINAL ENGINEERING FOR THE PROJECT; AND

4 D. A SUBSTANTIAL CONTRIBUTION TOWARDS REMAINING PROJECT
5 COSTS.

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

13 ARTICLE X

14 1. WITHIN A REASONABLE PERIOD AFTER THIS COMPACT BECOMES
15 EFFECTIVE UNDER ARTICLE VI OF THIS CHAPTER, THE AUTHORITY SHALL PREPARE
16 AND SUBMIT TO THE GOVERNORS OF THE COMMONWEALTH OF VIRGINIA AND THE
17 STATE OF MARYLAND, AND THE MAYOR OF THE DISTRICT OF COLUMBIA, A
18 MANAGEMENT PLAN THAT INCLUDES:

19 A. AN ORGANIZATIONAL STRUCTURE;

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

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

24 2. THE AUTHORITY SHALL NOT IMPLEMENT THE PROVISIONS OF THIS
25 COMPACT UNTIL THE GOVERNORS OF THE COMMONWEALTH OF VIRGINIA AND THE
26 STATE OF MARYLAND AND THE MAYOR OF THE DISTRICT OF COLUMBIA HAVE
27 APPROVED THE MANAGEMENT PLAN.

28 3. SUBSEQUENT TO THE APPROVAL OF THE MANAGEMENT PLAN, THE
29 AUTHORITY MAY INCREASE THE NUMBER OF ITS EMPLOYEES AND THEIR SALARY
30 LEVELS, PROVIDED THAT SUCH INCREASES DO NOT RESULT IN A 20% INCREASE
31 ABOVE THE LEVEL IN THE APPROVED MANAGEMENT PLAN. INCREASES IN EXCESS
32 OF 20% SHALL REQUIRE AN AMENDMENT TO THE APPROVED PLAN. A PROPOSED
33 AMENDMENT SHALL BE SUBMITTED TO, AND APPROVED BY, THE GOVERNORS OF
34 THE COMMONWEALTH OF VIRGINIA AND THE STATE OF MARYLAND, AND THE
35 MAYOR OF THE DISTRICT OF COLUMBIA, PRIOR TO BECOMING EFFECTIVE.

36 4. IN THE CONDUCT OF ITS RESPONSIBILITIES AND DUTIES, THE AUTHORITY
37 SHALL MAXIMIZE THE USE OF EXISTING PUBLIC AND PRIVATE SECTOR ENTITIES TO
38 PROVIDE NECESSARY SERVICES, INCLUDING MANAGEMENT, CONSTRUCTION,
39 LEGAL, ACCOUNTING, AND OTHER SERVICES, AS THE AUTHORITY MAY DEEM
40 NECESSARY.

12

1 Article [IX] XI

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

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

16 Article [X] XII

17 1. If any part or provision of this compact or the application thereof to any
18 person or circumstance is adjudged invalid by any court of competent jurisdiction, the
19 judgment shall be confined in its operation to the part, provision, or application directly
20 involved in the controversy in which such judgment shall have been rendered and shall
21 not affect or impair the validity of the remainder of this compact or the application
22 thereof to other persons or circumstances, and the signatories hereby declare that they
23 would have entered into this compact or the remainder thereof had the invalidity of such
24 provision or application thereof been apparent.

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

27 CHAPTER II

28 Woodrow Wilson Bridge and Tunnel Revenue Bond Act

29 Article I

30 Definitions

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

32 1. "Cost", as applied to the project, means the cost of acquisition of all lands,
33 structures, rights-of-way, franchises, easements, and other property rights and interests;
34 the cost of lease payments, the cost of construction; the cost of demolishing, removing, or
35 relocating any buildings or structures on lands acquired, including the cost of acquiring
36 any lands to which such buildings or structures may be moved or relocated; the cost to
37 relocate residents or businesses from properties acquired for the project; the cost of any
38 extensions, enlargements, additions, and improvements; the cost of all labor, materials,

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1 machinery and equipment, financing charges, and interest on all bonds prior to and
2 during construction and, if deemed advisable by the Authority, of such construction; the
3 cost of engineering, financial and legal services, plans, specifications, studies, surveys,
4 estimates of cost and of revenues, and other expenses necessary or incident to
5 determining the feasibility or practicability of constructing the project, administrative
6 expenses, provisions for working capital, and reserves for interest andfor extensions,
7 enlargements, additions, and improvements; the cost of bond insurance and other devices
8 designed to enhance the creditworthiness of the bonds; and such other expenses as may
9 be necessary or incidental to the construction of the project, the financing of such
10 construction, and the planning of the project in operation.

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

14 3. "Project" means the existing Woodrow Wilson Bridge and a bridge or tunnel,
15 or a bridge and tunnel project, adjacent to the existing Woodrow WilsonBridge including
16 work on the bridge or tunnel, or both the bridge and tunnel, as may be necessary to
17 provide right-of-way for a rail transit facility, bus, or high occupancy vehicle lanes, and,
18 if required by the construction of the bridge or tunnel, or both the bridge and tunnel,
19 work on I-95 or other highways directly connected to the bridge or tunnel, or both the
20 bridge and tunnel, provided that, in no event shall the project includework on such
21 highways at a distance greater than three miles from the Potomac River;administration,
22 storage, and other buildings and facilities which the Authority may deem necessary for
23 the operation of such project; and all property, rights, franchises, easements, and interests
24 which may be acquired by the Authority for the construction or the operation of such
25 project. Such project shall be substantially the same as that recommended by the
26 Woodrow Wilson Bridge Study Coordination Committee, established in 1992by the
27 Federal Highway Administration, which shall be responsible for the development of
28 concept plans, and environmental and community-related studies concerning the project,
29 which plans and studies shall be conducted pursuant to the national Environmental
30 Protection Act and other applicable federal laws.]

31 THE DEFINITIONS SET FORTH IN CHAPTER I, ARTICLE I OF THE WOODROW
32 WILSON MEMORIAL BRIDGE AND TUNNEL COMPACT SHALL ALSO APPLY TO THIS
33 ACT.

34 Article II

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

37 Revenue bonds, notes, or other evidence of obligation, issued under the provisions
38 of this Act shall not be deemed to constitute a debt or a pledge of thefaith and credit of
39 the Authority or of any signatory government or political subdivision thereof, but such
40 bonds, notes, or other evidence of obligation, shall be payable solely from the funds
41 herein provided therefor from tolls and other revenues. The issuance ofrevenue bonds,
42 notes, or other evidence of obligation, under the provisions of this Act shall not directly
43 or indirectly or contingently obligate the Authority, or any signatory government or

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1 political subdivision thereof, to levy or to pledge any form of taxation whatever therefor.
2 All such revenue bonds, notes, or other evidence of obligation, shall contain a statement
3 on their face substantially to the foregoing effect.

4 Article III

5 Additional Powers of the Authority

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

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

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

14 3. Subject to the approval of the Governors of the Commonwealth of Virginia
15 and the State of Maryland AND THE MAYOR OF THE DISTRICT OF COLUMBIA OF THE
16 PORTIONS OF THE PROJECT IN THEIR RESPECTIVE JURISDICTIONS, and in accordance
17 with the recommendations of the Woodrow Wilson MEMORIAL Bridge Coordinating
18 Committee, to determine the location, character, size, and capacity of the project; to
19 establish, limit, and control such points of ingress to and egress from the project as may
20 be necessary or desirable in the judgment of the Authority to ensure the proper operation
21 and maintenance of the project; and to prohibit entrance to such project from any point
22 or points not so designated;

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

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

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

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

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

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

38 [10.] 9. To pay, from any available moneys, the cost of plans, specifications,
39 surveys, estimates of cost and revenues, legal fees, and other expenses necessary or

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1 incident to determining the feasibility or practicability of financing, constructing,
2 maintaining, repairing, and operating the project;

3 [11.] 10. To issue revenue bonds, notes, or other evidence of obligation of the
4 Authority, for any of its corporate purposes, payable solely from the tolls and revenues
5 pledged for their payment, and to refund its bonds, all as provided in this Act;

6 [12.] 11. To fix and revise from time to time and to charge and collect tolls and
7 other charges for the use of the project;

8 [13.] 12. To make and enter into all contracts or agreements, as the Authority
9 may determine, which are necessary or incidental to the performance of its duties and to
10 the execution of the powers granted under this Act;

11 [14.] 13. To accept loans and grants of money, or materials or property at any
12 time from the United States of America, the Commonwealth of Virginia, the State of
13 Maryland, the District of Columbia, or any agency or instrumentality thereof;

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

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

17 [17.] 16. To exercise any power usually possessed by private corporations
18 performing similar functions, including the right to expend, solely from funds provided
19 under the authority of this Act, such funds as may be considered by the Authority to be
20 advisable or necessary in advertising its facilities and services to the traveling public;
21 [and]

22 17. TO ENTER INTO CONTRACTS WITH EXISTING GOVERNMENTAL ENTITIES
23 IN THE COMMONWEALTH OF VIRGINIA, THE STATE OF MARYLAND, OR THE
24 DISTRICT OF COLUMBIA, OR WITH PRIVATE BUSINESS ENTITIES FOR THE PURPOSE
25 OF ALLOWING THOSE ENTITIES TO UNDERTAKE ALL OR PORTIONS OF THE PROJECT,
26 INCLUDING, BUT NOT LIMITED TO, DESIGN, ENGINEERING, FINANCING,
27 CONSTRUCTION, AND OPERATION OF THE PROJECT, AS THE AUTHORITY MAY DEEM
28 NECESSARY;

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

33 19. TO ENTER INTO PARTNERSHIPS OR GRANT CONCESSIONS BETWEEN THE
34 PUBLIC AND PRIVATE SECTORS FOR THE PURPOSE OF:

35 A. FINANCING, CONSTRUCTING, MAINTAINING, IMPROVING, OR
36 OPERATING THE PROJECT; OR

37 B. FOSTERING DEVELOPMENT OF NEW TRANSPORTATION RELATED
38 TECHNOLOGIES TO BE USED IN THE CONSTRUCTION AND OPERATION OF THE
39 PROJECT, UTILIZING THE LAW OF ANY SIGNATORY IN THE DISCRETION OF THE
40 AUTHORITY;

1 20. TO CARRY OUT OR CONTRACT WITH OTHER ENTITIES TO CARRY OUT
2 MAINTENANCE OF TRAFFIC ACTIVITIES DURING THE CONSTRUCTION OF THE
3 PROJECT THAT ARE CONSIDERED NECESSARY BY THE AUTHORITY TO MANAGE
4 TRAFFIC AND MINIMIZE CONGESTION, SUCH AS PUBLIC INFORMATION CAMPAIGNS,
5 IMPROVEMENTS DESIGNED TO ENCOURAGE APPROPRIATE USE OF ALTERNATIVE
6 ROUTES, USE OF HIGH OCCUPANCY VEHICLES AND TRANSIT SERVICES, AND
7 DEPLOYMENT AND OPERATION OF INTELLIGENT TRANSPORTATION
8 TECHNOLOGIES; AND

9 [18.] ~~19.~~ 21. To do all acts and things necessary or incidental to the performance of
10 its duties and the execution of its powers under this Act.

11 Article IV

12 A. Acquisition of Property

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

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

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

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

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

9 B. Procurement

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

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

32 3. For the purpose of applying subsection 2.a. of this section: a. in the case of a
 33 contract for [property] GOODS, services, or construction to be awarded on the basis of
 34 acceptance of an unsolicited proposal, the [property] GOODS, services, or construction
 35 shall be deemed to be available from only one responsible source if the source has
 36 submitted an unsolicited proposal that demonstrates a concept: (i) that is unique and
 37 innovative or, in the case of a service, for which the source demonstrates a unique
 38 capability to provide the service; and (ii) the substance of which is not otherwise available
 39 to the Authority and does not resemble the substance of a pending competitive
 40 procurement. b. In the case of a follow-on contract for the continued development or
 41 production of a major system or highly specialized equipment or the continued provision
 42 of highly specialized services, the [property] GOODS, services, or construction may be
 43 deemed to be available from only the original source and may be procured through
 44 procedures other than competitive procedures if it is likely that award to a source other
 45 than the original source would result in: (i) substantial duplication of cost to the

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1 Authority that is not expected to be recovered through competition; or (ii) unacceptable
2 delays in fulfilling the Authority's needs.

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

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

16 6. The [board] AUTHORITY shall adopt policies and procedures to implement
17 this section. The policies and procedures shall provide for publication of notice of
18 procurements and other actions designed to secure competition where competitive
19 procedures are used.

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

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

28 Article V

29 Incidental Powers

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

37 If the Authority shall find it necessary to change the location of any portion of any
38 public highway, it shall cause the same to be reconstructed at such location as the
39 Authority shall deem most favorable and of substantially the same type and in as good
40 condition as the original highway. The cost of such reconstruction and any damage
41 incurred in changing the location of any such highway shall be ascertained and paid by the
42 Authority as a part of the cost of the project.

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

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

23 Article VI

24 Project Financing

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

28 THE AUTHORITY IS HEREBY AUTHORIZED TO PROVIDE FOR THE ISSUANCE, AT
 29 ONE TIME OR FROM TIME TO TIME, OF REVENUE BONDS OF THE AUTHORITY FOR
 30 THE PURPOSE OF PAYING ALL OR ANY PART OF THE COST OF THE PROJECT OR OF
 31 ANY PORTION OR PORTIONS OF THE PROJECT. THE PRINCIPAL OF AND THE
 32 INTEREST ON THE BONDS SHALL BE PAYABLE SOLELY FROM THE FUNDS PROVIDED
 33 IN THIS COMPACT FOR THE PAYMENT. ANY BONDS OF THE AUTHORITY ISSUED
 34 PURSUANT TO THIS ARTICLE SHALL NOT CONSTITUTE A DEBT OF THE STATE OF
 35 MARYLAND OR ANY POLITICAL SUBDIVISION OF THE STATE OTHER THAN THE
 36 AUTHORITY, AND SHALL SO STATE ON THEIR FACE. NEITHER THE MEMBERS OF THE
 37 AUTHORITY NOR ANY PERSON EXECUTING SUCH BONDS SHALL BE LIABLE
 38 PERSONALLY THEREON BY REASON OF THE ISSUANCE THEREOF. THE BONDS OF
 39 EACH ISSUE SHALL BE DATED, SHALL BEAR INTEREST AT A RATE OR RATES, AND
 40 SHALL MATURE AT ANY TIME NOT EXCEEDING FORTY YEARS FROM THE DATE OF
 41 THE BONDS, AS MAY BE DETERMINED BY THE AUTHORITY, AT ANY PRICE AND
 42 UNDER ANY TERMS AND CONDITIONS AS MAY BE FIXED BY THE AUTHORITY PRIOR
 43 TO THE ISSUANCE OF THE BONDS.

1 THE AUTHORITY SHALL DETERMINE THE FORM AND THE MANNER OF
2 EXECUTION OF THE BONDS AND SHALL FIX THE DENOMINATION OR
3 DENOMINATIONS OF THE BONDS AND THE PLACE OR PLACES OF PAYMENTS OF
4 PRINCIPAL AND INTEREST, WHICH MAY BE AT ANY BANK OR TRUST COMPANY
5 WITHIN OR WITHOUT THE STATE OF MARYLAND.

6 IN THE EVENT ANY OFFICER WHOSE SIGNATURE OR FACSIMILE OF WHOSE
7 SIGNATURE SHALL APPEAR ON ANY BONDS OR COUPONS SHALL CEASE TO BE THE
8 OFFICER UNTIL THE DELIVERY OF SUCH BONDS, THE SIGNATURE OR THE
9 FACSIMILE SHALL NEVERTHELESS BE VALID AND SUFFICIENT FOR ALL PURPOSES
10 AS IF THE OFFICER HAD REMAINED IN OFFICE UNTIL SUCH DELIVERY. THE BONDS
11 MAY BE ISSUED IN A FORM AS DETERMINED BY THE AUTHORITY. THE AUTHORITY
12 MAY SELL THE BONDS IN ANY MANNER, EITHER AT PUBLIC OR PRIVATE SALE, AND
13 FOR ANY PRICE AS IT MAY DETERMINE WILL BEST EFFECT THE PURPOSES OF THIS
14 COMPACT.

15 THE PROCEEDS OF THE BONDS OF EACH ISSUE SHALL BE USED SOLELY FOR
16 THE PAYMENT OF THE COST OF THE PROJECT AND SHALL BE DISBURSED IN THE
17 MANNER AND UNDER THE RESTRICTIONS, IF ANY, AS THE AUTHORITY MAY
18 PROVIDE IN THE RESOLUTION AUTHORIZING THE ISSUANCE OF THE BONDS OR IN
19 THE TRUST INDENTURE SECURING THE SAME.

20 IF THE PROCEEDS OF THE BONDS OF ANY ISSUE SHALL BE LESS THAN SUCH
21 COST BY ERROR OF ESTIMATES OR OTHERWISE, ADDITIONAL BONDS MAY BE
22 ISSUED TO PROVIDE THE AMOUNT OF SUCH DEFICIT AND UNLESS OTHERWISE
23 PROVIDED IN THE RESOLUTIONS AUTHORIZING THE ISSUANCE OF SUCH BONDS OR
24 IN THE TRUST INDENTURE SECURING THE SAME, SHALL BE DEEMED TO BE OF THE
25 SAME ISSUE AND SHALL BE ENTITLED TO PAYMENT FROM THE SAME FUND
26 WITHOUT PREFERENCE OR PRIORITY OF THE BONDS FIRST ISSUED. IF THE
27 PROCEEDS OF THE BONDS OF ANY ISSUE SHALL EXCEED SUCH COST, THE SURPLUS
28 SHALL BE DEPOSITED TO THE CREDIT OF THE SINKING FUND FOR SUCH BONDS.

29 PRIOR TO THE PREPARATION OF DEFINITIVE BONDS, THE AUTHORITY MAY,
30 UNDER LIKE RESTRICTIONS, ISSUE INTERIM RECEIPTS OR TEMPORARY BONDS,
31 WITH OR WITHOUT COUPONS, EXCHANGEABLE FOR DEFINITIVE BONDS THAT HAVE
32 BEEN EXECUTED AND ARE AVAILABLE FOR DELIVERY. THE AUTHORITY MAY ALSO
33 PROVIDE FOR THE REPLACEMENT OF ANY BONDS THAT BECOME MUTILATED,
34 DESTROYED, OR LOST. BONDS MAY BE ISSUED UNDER THE PROVISIONS OF THIS
35 COMPACT WITHOUT OBTAINING THE CONSENT OF ANY DEPARTMENT, DIVISION,
36 COMMISSION, BOARD, BUREAU, OR AGENCY OF THE COMPACT SIGNATORIES, AND
37 WITHOUT ANY PROVISIONS OR REQUIREMENTS OTHER THAN THOSE PROCEEDINGS,
38 CONDITIONS, OR THINGS WHICH ARE SPECIFICALLY REQUIRED BY THIS ARTICLE.

39 Article VII

40 Trust Indenture

41 In the discretion of the Authority, any bonds, notes, or other evidence of obligation
42 issued under the provisions of this Act may be secured by a trust indenture by and
43 between the Authority and a corporate trustee, which may be any trust company or bank

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1 having the powers of a trust company within or without the State of Maryland. Such trust
 2 indenture or the resolution providing for the issuance of such bonds may pledge or assign
 3 the tolls and other revenues to be received, but shall not convey or mortgage the project
 4 or any part thereof.

5 Article VIII

6 Revenues

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

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

41 [In the event that revenues generated by the project are in excess of that required
 42 to meet payments under any applicable trust indenture for the project, then, unless
 43 otherwise approved by the Governors of the Commonwealth of Virginia and the State of
 44 Maryland, all revenues for each fiscal year in excess of that needed to meet payments
 45 under any applicable trust indenture for the project, and interest accrued thereon shall be

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1 paid in equal amounts to the Maryland Department of Transportation and the Virginia
2 Department of Transportation no later than the first day of October of the following
3 fiscal year.] TOLLS SHALL BE SET AT RATES SUCH THAT REVENUES GENERATED BY
4 THE PROJECT SHALL NOT EXCEED THAT ~~REQUIRED TO MEET PAYMENTS~~
5 NECESSARY TO MEET REQUIREMENTS UNDER ANY APPLICABLE TRUST INDENTURE
6 FOR THE PROJECT.

7 Article IX

8 Trust Funds

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

16 Article X

17 Remedies

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

30 Article XI

31 Tax Exemption

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

1 Article XII

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

3 Bonds, notes, or other evidence of obligation issued by the Authority under the
 4 provisions of this Act are hereby made securities in which all public officers and public
 5 bodies of the State of Maryland and its political subdivisions, all insurance companies,
 6 trust companies, banking associations, investment companies, executors, administrators,
 7 trustees, and other fiduciaries may properly and legally invest funds, including capital in
 8 their control or belonging to them. Such bonds, notes, or other evidence of obligation are
 9 hereby made securities which may properly and legally be deposited with and received by
 10 any State of Maryland or municipal officer or any agency or political subdivision of the
 11 State of Maryland for any purpose for which the deposit of bonds, notes, or other
 12 evidence of obligation is now or may hereafter be authorized by law.

13 Article XIII

14 Miscellaneous

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

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

- 28 (1) Engaged in fresh pursuit of a suspected offender;
- 29 (2) Specially requested or permitted to do so in a political subdivision by its
 30 chief executive officer or its chief police officer; or
- 31 (3) Ordered to do so by the [Governor] GOVERNORS OF THE STATE OF
 32 MARYLAND, THE COMMONWEALTH OF VIRGINIA, OR THE MAYOR OF THE DISTRICT
 33 OF COLUMBIA, AS THE CIRCUMSTANCES MAY REQUIRE.

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

39 On or before the last day of August in each year, the Authority shall make an
 40 annual report of its activities for the preceding [calendar] FISCAL year to the Governors
 41 of THE STATE OF Maryland and THE COMMONWEALTH OF Virginia AND THE MAYOR

24

1 OF THE DISTRICT OF COLUMBIA. Each such report shall set forth a complete operating
2 and financial statement covering its operations during the year. The Authority shall cause
3 an audit of its books and accounts to be made at least once in each year by certified public
4 accountants and the cost thereof may be treated as a part of the cost of construction or
5 operation of the project. The records, books, and accounts of the Authority shall be
6 subject to examination and inspection by duly authorized representatives of the governing
7 bodies of Maryland [and], Virginia, AND THE DISTRICT OF COLUMBIA and by any
8 bondholder or bondholders at any reasonable time, provided the business of the
9 Authority is not unduly interrupted or interfered with thereby.

10 Any member, agent, or employee of the Authority who contracts with the Authority
11 or is interested, either directly or indirectly, in any contract with the Authority or in the
12 sale of any property, either real or personal, to the Authority shall be guilty of a
13 misdemeanor, and, upon conviction [shall] MAY be punished by a fine of not more than
14 \$1,000 or by imprisonment for not more than one year, or both.

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

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

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