

ASSEMBLY, No. 908

STATE OF NEW JERSEY

212th LEGISLATURE

PRE-FILED FOR INTRODUCTION IN THE 2006 SESSION

Sponsored by:

Assemblyman REED GUSCIORA

District 15 (Mercer)

Assemblywoman BONNIE WATSON COLEMAN

District 15 (Mercer)

Assemblyman MICHAEL J. DOHERTY

District 23 (Warren and Hunterdon)

Co-Sponsored by:

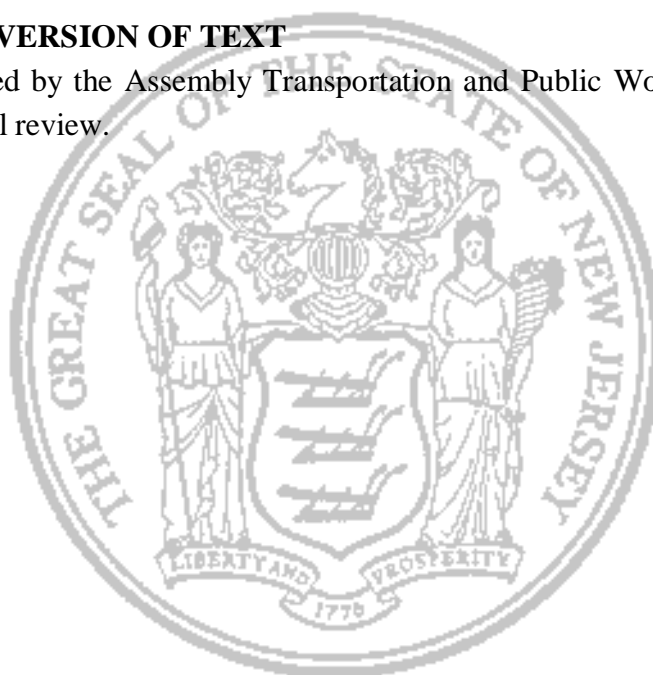
Assemblyman Prieto

SYNOPSIS

Supplements Delaware River Joint Toll Bridge Commission compact.

CURRENT VERSION OF TEXT

As reported by the Assembly Transportation and Public Works Committee with technical review.



(Sponsorship Updated As Of: 5/12/2006)

1 **AN ACT** relating to joint action by the State of New Jersey and the
2 Commonwealth of Pennsylvania and through the instrumentality
3 of the Delaware River Joint Toll Bridge Commission;
4 authorizing the Governor to enter into a supplemental compact or
5 agreement on behalf of the State of New Jersey with the
6 Commonwealth of Pennsylvania, supplementing the compact or
7 agreement entitled "Agreement between the Commonwealth of
8 Pennsylvania and the State of New Jersey creating the Delaware
9 River Joint Toll Bridge Commission as a body corporate and
10 politic and defining its powers and duties," as heretofore
11 amended and supplemented; establishing notice, hearing,
12 information, and financial record requirements for the increase of
13 tolls; requiring a detailed annual fiscal report to the governors
14 and legislatures; establishing requirements for the approval of
15 capital plans and the authorization of projects; requiring the
16 revision of open public records policies; regulating the use of
17 credit cards and charge cards; and authorizing the Governor to
18 apply on behalf of the State of New Jersey to the Congress of the
19 United States for its consent to such supplemental compact or
20 agreement.

21

22 **BE IT ENACTED** *by the Senate and General Assembly of the State*
23 *of New Jersey:*

24

25 1. The Governor is hereby authorized to enter into a
26 supplemental compact or agreement on behalf of the State of New
27 Jersey with the Commonwealth of Pennsylvania, supplementing the
28 compact or agreement entitled "Agreement between the
29 Commonwealth of Pennsylvania and the State of New Jersey
30 creating the Delaware River Joint Toll Bridge Commission as a
31 body corporate and politic and defining its powers and duties,"
32 which was executed on behalf of the State of New Jersey by its
33 Governor on December 18, 1934, and on behalf of the
34 Commonwealth of Pennsylvania by its Governor on December 19,
35 1934, as heretofore amended and supplemented, such supplemental
36 compact or agreement to be in substantially the following form:

37 "Supplemental Agreement between the Commonwealth of
38 Pennsylvania and the State of New Jersey supplementing the
39 compact or agreement entitled 'Agreement between the
40 Commonwealth of Pennsylvania and the State of New Jersey
41 creating the Delaware River Joint Toll Bridge Commission as a
42 body corporate and politic and defining its powers and duties,' as
43 heretofore amended and supplemented, by establishing notice,
44 hearing, information, and financial record requirements for the
45 increase of tolls; requiring a detailed annual fiscal report to the
46 governors and legislatures; establishing requirements for the
47 approval of capital plans and the authorization of projects; requiring
48 the revision of open public records policies; and regulating the use

1 of credit cards and charge cards.

2 The Commonwealth of Pennsylvania and the State of New Jersey
3 do solemnly covenant and agree, each with the other, as follows:

4 A. Notwithstanding any other provision of the compact or
5 agreement hereby supplemented, or any provision of law, state or
6 federal, to the contrary, no action taken by the commission to
7 increase tolls, rates or other charges on the bridges under the
8 jurisdiction and control of the commission shall have force or effect
9 without first giving public notice and holding public hearings
10 within the New Jersey counties of Sussex, Warren, Hunterdon, and
11 Mercer and within the Pennsylvania counties of Bucks,
12 Northampton, Monroe, and Pike concerning the proposed increase
13 in tolls, rates or other charges.

14 The commission shall be required to provide appropriate
15 supporting information and financial records related to the proposed
16 increase in tolls, rates, or other charges to the presiding officers of
17 the Legislature of the Commonwealth of Pennsylvania and the
18 Legislature of the State of New Jersey at least five days in advance
19 of the first public hearing required to be held on the proposed
20 increase.

21 As used in this section:

22 'Financial records' mean all receipts and records of
23 disbursements, revenues and expenses, operating and capital outlay
24 expenses, assets and liabilities, including the fiscal status of
25 commission facilities, projects and developments, including the
26 status of reserve, depreciation, special or other funds and the
27 receipts and payments of these funds, and schedules of commission
28 bonds and notes.

29 'Information' means all commission books, papers, maps,
30 photographs, cards, or other documentary materials, regardless of
31 physical form or characteristics.

32 B. Notwithstanding any other provision of the compact or
33 agreement hereby supplemented, or any provision of law, state or
34 federal, to the contrary, the commission shall, within 180 days after
35 the end of each fiscal year of the commission, submit to the
36 Governor and Legislature of the Commonwealth of Pennsylvania
37 and the Governor and pursuant to section 2 of P.L.1991, c.164
38 (C.52:14-19.1), to the Legislature of the State of New Jersey a
39 complete and detailed report of the following:

40 (1) its operations and accomplishments during the completed
41 fiscal year;

42 (2) its receipts and disbursements or revenues and expenses
43 during that year in accordance with the categories and
44 classifications established by the commission for its own operating
45 and capital outlay purposes;

46 (3) its assets and liabilities at the end of the fiscal year,
47 including the status of reserve, depreciation, special or other funds
48 including debits and credits of these funds;

1 (4) a schedule of bonds and notes outstanding at the end of the
2 fiscal year;

3 (5) a list of all contracts exceeding \$100,000 entered into during
4 the fiscal year;

5 (6) a business or strategic plan for the commission and for each
6 of its operating divisions;

7 (7) a capital plan containing specific goals and objectives
8 including, but not limited to, any of its authorized projects in the
9 counties of Bucks, Northampton, Monroe, and Pike in the
10 Commonwealth of Pennsylvania and in the New Jersey counties of
11 Sussex, Warren, Hunterdon, and Mercer; and

12 (8) the commission's progress toward meeting the prior year's
13 goals and objectives.

14 C. Notwithstanding any other provision of the compact or
15 agreement hereby supplemented, or any provision of law, state or
16 federal, to the contrary, no action of the commission adopting its
17 annual capital plan or authorizing projects by the commission shall
18 be binding unless a majority of the members of the commission
19 from Pennsylvania and a majority of the members of the
20 commission from New Jersey shall vote in favor thereof.

21 D. Notwithstanding any other provision of the compact or
22 agreement hereby supplemented, or any provision of law, state or
23 federal, to the contrary, the commission shall revise its policies
24 concerning open public records after undertaking a review of the
25 current statutes in each of the two states in this regard. The
26 commission shall adopt policies that reflect the more stringent
27 standard as codified by the current law on this topic in either the
28 Commonwealth of Pennsylvania or the State of New Jersey.

29 E. Notwithstanding any other provision of the compact or
30 agreement hereby supplemented, or any provision of law, state or
31 federal, to the contrary, the commission shall not permit any
32 commissioner or other person acting on its behalf to use a credit
33 card or charge card established in the name of, or the account of
34 which is paid for by, the commission for the purpose of obtaining
35 money, property, labor, services or anything else of value, except
36 that such credit card or charge card may be used for the purposes of
37 the business of the commission provided that the expenses and
38 purchases by credit card or charge card do not exceed the maximum
39 annual amount established by joint agreement between the
40 Governor of the Commonwealth of Pennsylvania and the Governor
41 of the State of New Jersey for the use of such cards.

42 The commission shall not permit any commissioner or other
43 person acting on its behalf to incur expenses and purchases, other
44 than by credit card or charge card, in the performance of their
45 official duties or on behalf of the commission except that such
46 expenses and purchases may be incurred for the purposes of the
47 business of the commission provided that such expenses do not
48 exceed the maximum annual amount established by joint agreement

1 between the Governor of the Commonwealth of Pennsylvania and
2 the Governor of the State of New Jersey for such expenses and
3 purchases.

4 As used in this section:

5 'Charge card' means any card, plate, coupon book, or other
6 device existing for the purpose of obtaining money, property, labor,
7 services, or anything else of value on credit which is not subject to
8 a finance charge.

9 'Credit card' means any card, plate, coupon book, or other device
10 existing for the purpose of obtaining money, property, labor,
11 services, or anything else of value on credit which may be subject
12 to a finance charge."

13

14 2. Upon its signature on behalf of the State of New Jersey and
15 the Commonwealth of Pennsylvania, the supplemental compact or
16 agreement hereinabove set forth shall become binding, and shall
17 have the force and effect of a statute of the State of New Jersey, and
18 the Delaware River Joint Toll Bridge Commission shall thereupon
19 become vested with all the powers, rights, and privileges, and be
20 subject to the duties, obligations, conditions, and limitations
21 contained therein, as though the same were specifically authorized
22 and imposed by statute, and the State of New Jersey shall be bound
23 by all of the obligations assumed by it under such supplemental
24 compact or agreement, and the Governor shall transmit an original
25 signed copy thereof to the Secretary of State for filing in his office.

26

27 3. The Governor is hereby authorized to apply, on behalf of the
28 State of New Jersey, to the Congress of the United States for its
29 consent and approval to such supplemental compact or agreement.

30

31 4. This act shall take effect immediately; but the Governor shall
32 not enter into the supplemental compact or agreement hereinabove
33 set forth on behalf of the State of New Jersey until passage by the
34 Commonwealth of Pennsylvania of a substantially similar act,
35 embodying the supplemental compact or agreement between the
36 two States.