

(1) REQUIRE THAT EACH PARTY TO THE CONTROVERSY SUBMIT A WRITTEN STATEMENT OF ITS CONTENTION TO THE BOARD AND SEND A COPY OF THE STATEMENT TO THE OTHER PARTY;

(2) MAKE INVESTIGATIONS, INSPECTIONS, AND EXAMINATIONS;

(3) TAKE, RECEIVE, AND KEEP A PERMANENT RECORD OF TESTIMONY AND OTHER EVIDENCE;

(4) HOLD HEARINGS AFTER NOTICE TO THE PARTIES IN INTEREST; AND

(5) ADOPT RULES AND REGULATIONS FOR THE CONDUCT OF THE ARBITRATION PROCEEDINGS.

(D) EXPENSES OF ARBITRATION.

EACH PARTY SHALL PAY 50 PERCENT OF THE ARBITRATION EXPENSES.

REVISOR'S NOTE: This section presently appears as Art. 62B, §7(b).

Some of the language of this section has been revised, without substantive change, to conform to the similar provisions for arbitration in §7-602 of this article.

The only other changes are in style.

6-403. TRANSFER OF SPECIFIC DUTIES AND FUNCTIONS.

(A) AGREEMENT TO SPECIFY TRANSFER.

NOTWITHSTANDING ANY OTHER PROVISION OF THIS TITLE, ANY AGREEMENT BETWEEN THE ADMINISTRATION AND THE MAYOR AND CITY COUNCIL OF BALTIMORE IN CONNECTION WITH THE TRANSFER OF THE MCCOMAS STREET TERMINAL, THE NATIONAL GYPSUM COMPANY PIER, OR THE BROADWAY PIER (RECREATION PIER) SHALL STATE:

(1) THE DUTIES AND FUNCTIONS OF BALTIMORE CITY OR ANY OF ITS AGENCIES THAT ARE IMPOSED BY ANY LAW ON THE HARBOR OR PORT OF BALTIMORE OR THEIR OPERATION AND THAT THE ADMINISTRATION MUST PERFORM; AND

(2) THE TIME WHEN THE ADMINISTRATION MUST PERFORM THESE DUTIES AND FUNCTIONS.

(B) WHEN ARBITRATION NOT REQUIRED.

AS LONG AS NEITHER THE ADMINISTRATION NOR BALTIMORE CITY OR ANY OF ITS AGENCIES TAKES AN ARBITRARY OR UNREASONABLE POSITION AS TO THE MATTERS DESCRIBED IN SUBSECTION (A) OF THIS SECTION, THERE IS NO OBLIGATION