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STATE OF RHODE ISLAND

IN GENERAL ASSEMBLY

JANUARY SESSION, A.D. 2015

A N A C T

RELATING TO STATUTES AND STATUTORY CONSTRUCTION

Introduced By: Representatives DeSimone, and Newberry

Date Introduced: May 01, 2015

Referred To: House Judiciary

It is enacted by the General Assembly as follows:

ARTICLE I -- STATUTORY CONSTRUCTION

1
2 SECTION 1. Sections 5-6-8 and 5-6-11 of the General Laws in Chapter 5-6 entitled
3 "Electricians" are hereby amended to read as follows:

4 **5-6-8. Contractor's certificates/licenses.** -- (a) Electrical contractor's license. – [A](#)
5 Certificate A shall be issued to any person, firm, or corporation, qualified under this chapter,
6 engaging in, or about to engage in, the business of installing electrical wires, conduits, apparatus,
7 fixtures, fire alarm and safety communication systems, and other electrical appliances, excluding
8 low-voltage wiring for heating, ventilating, and air conditioning equipment. The certificate shall
9 specify the name of the person, firm, or corporation applying [for it](#) and the name of the person,
10 who in the case of a firm is one of its members, and in the case of a corporation, [is](#) one of its
11 officers, passing the examination by which he or she or it is authorized to enter upon, or engage
12 in, business as prescribed in the certificate. The holding of a Certificate A does not entitle the
13 holder individually to engage in or perform the actual work of installing electric wires, conduits,
14 and appliances as previously described in this chapter, but entitles him or her to conduct business
15 as an electrical contractor.

16 (b) Oil burner contractor's license. - A Certificate E shall be issued to any person, firm,
17 or corporation qualified under this chapter and engaged in, or about to engage in, the business of
18 an oil burner contractor as defined in § 5-6-1. The certificate shall specify the name of the person,
19 firm, or corporation applying [for it](#) and the name of the person who, in the case of a firm is one of

1 its members, and in the case of a corporation [is](#) one of its officers, passing the examination, by
2 which he or she or it is authorized to enter upon, or engage in, business as prescribed in the
3 certificate. The holding of a Certificate E does not entitle the holder individually to engage in or
4 perform any work on, or in connection with, electric wires, conduits, and appliances as previously
5 described in this chapter, but entitles the holder to contract to do that work, to the extent
6 permitted in this chapter, through the employment of oil burnerpersons holding a Certificate F.
7 An oil burner contractor who is the holder of a Certificate A is not required to obtain a Certificate
8 E.

9 (c) Fire alarm contractor's license. - A Certificate AF shall be issued to any person, firm,
10 or corporation qualified under this chapter and engaged in, or about to engage in, the business of
11 a fire alarm contractor as defined in § 5-6-1. The certificate shall specify the name of the person,
12 firm, or corporation applying [for it](#) and the person who, in the case of a firm is one of its
13 members, and in the case of a corporation [is](#) one of its officers, passing the examination by which
14 he or she or it is authorized to enter upon, or engage in, business as prescribed in the certificate.
15 The holding of a Certificate AF does not entitle the holder individually to engage in, or perform
16 and work on, or in connection with, electric wires, fire alarm wires, conduits, and appliances as
17 previously described in this chapter, but entitles the holder to contract to do that work to the
18 extent permitted in this chapter through the employment of fire alarm installers holding a
19 Certificate BF. A contractor who is the holder of a Certificate A is not required to obtain a
20 Certificate BF.

21 (d) Electrical sign contractor's license. - A Certificate SCF shall be issued to any person,
22 firm, or corporation qualified under this chapter and engaged in or about to engage in the business
23 of electrical sign installations, as defined in § 5-6-1.

24 (e) Lightning protection contractor. - A Certificate LPC shall be issued to any person,
25 firm or corporation qualified under this chapter and engaged in, or about to engage in, the
26 business of lightning protection contractor as defined in § 5-6-1. The Certificate LPC shall
27 specify the name of the person, firm, or corporation applying [for it](#) and the person, who in the
28 case of a firm, is one of its members, and in the case of a corporation, [is](#) one of its officers,
29 passing the examination by which he or she or it is authorized to enter upon or engage in business
30 as prescribed in the certificate. The holding of a Certificate LPC does not entitle the holder
31 individually to engage in, or perform and work on, or in connection with, the installation of
32 lightning protection equipment as defined in § 5-6-1, unless that individual also holds a
33 Certificate LPI, but entitles the holder to contract to do that work to the extent permitted in this
34 chapter through the employment of lightning protection installers holding a Certificate LPI.

1 (f) Sign renovation electrical license. - A certificate SRL shall be issued to any person,
2 firm, or corporation qualified under this chapter and engaged in, or about to engage in, the
3 business of sign renovation or installation of signs when such renovation or installation requires
4 the removal or installation of no more than three (3) wires.

5 (g) Renewable energy professional. - A Certificate REP shall be issued to any person,
6 firm or corporation, qualified under this chapter, engaged in or about to engage in the business of
7 installing eligible renewable energy technologies as defined in § 39-26-5. All renewable energy
8 electrical work, including installing, connecting, maintaining, servicing, and testing all electrical
9 wires, conduits and apparatus; mounting the modules to the mounting racks; mounting the
10 inverters; and tying the inverters into the main electrical panels shall be done by a licensed
11 electrician. Ancillary non-electrical renewable energy work, such as advertising services;
12 distribution of materials to final location of installation including photovoltaic modules to the
13 mounting racks; and installing the ground and rooftop support brackets and ballast for rack
14 systems, may be done by any person, firm or corporation holding an REP Certificate. The REP
15 Certificate shall specify the name of the person, firm, or corporation applying [for it](#) and the name
16 of the person, who in the case of a firm is one of its members, and in the case of a corporation, [is](#)
17 one of its officers, meeting the requisite education and experience as established in § 5-6-11, by
18 which he or she or it is authorized to enter upon, or engage in, business as prescribed in the
19 certificate. The holding of a Certificate REP entitles the holder to contract to do that work to the
20 extent permitted in this chapter.

21 The installation, mechanical fastening and conjoining of listed solar sheathing systems
22 that are ten kilowatts (10 kw) or less on residential structures as defined by the Rhode Island one
23 and two (2) family dwelling code may be performed by a registered contractor [who or](#) that has
24 been issued a renewable energy professional certificate (REPC) as defined in § 5-6-11(e) and
25 above referenced. However, said residential solar sheathing system shall be connected to the
26 electrical system from the roof edge and energized by a Rhode Island licensed electrician working
27 in compliance with chapter 6 of title 5. Additionally, the residential solar sheathing systems noted
28 must be listed and labeled by UL or other recognized electrical device certification organization,
29 identified and acceptable by the authority having jurisdiction.

30 **5-6-11. Certificate/license of oil burnerperson, fire alarm installer, electrical sign**
31 **installers, lightning protection installers and renewable energy professionals.** -- (a) Oil
32 burnerperson's license. - A Certificate F shall be granted to any person who has passed an
33 examination before the division of professional regulation. The certificate shall specify the name
34 of the person authorized to work on, and repair electric wiring and equipment located in or on oil

1 burners burning fuel oil no heavier than No. 2, and other equipment serviced by oil burner
2 contractors, to the extent only as is necessary to service, maintain and repair those oil burners and
3 equipment. The license shall limit the holder of a Certificate F to do work on electric wiring or
4 equipment located between the meter and those oil burners and equipment, but in no event to do
5 any electrical work on oil burners burning No. 3, 4, 5, or 6 fuel oil.

6 (b) Fire alarm installer's license. - A Certificate BF shall be granted to any person who
7 has passed an examination before the division of professional regulation. The certificate shall
8 specify the name of the person authorized to work on, install, maintain, and test fire alarm
9 systems.

10 (c) Electrical sign installer's license. - A Certificate CF shall be granted to any person
11 who has passed an examination before the division of professional regulations. The certificate
12 shall specify the name of the person authorized to install, maintain, work on, and repair electrical
13 signs.

14 (d) Lightning protection installer's license. - A Certificate LPI shall be granted to any
15 person who has passed an examination before the division of professional regulations. The
16 certificate shall specify the name of the person authorized to install, maintain, work on, and repair
17 lightning protection systems as defined in § 5-6-1.

18 (e) Renewable energy professional's certificate. - The Rhode Island department of labor
19 and training shall issue a ~~Certificate of Competency in the Design and Installation of Renewable~~
20 ~~Energy Systems~~ certificate of competency in the design and installation of renewable energy
21 systems to any person, firm, or corporation who or that has received a certification from a
22 nationally recognized, or equivalent, renewable energy certification training program and has
23 demonstrated proof of such certification to the Rhode Island office of energy resources.

24 SECTION 2. Section 5-20-35 of the General Laws in Chapter 5-20 entitled "Plumbers
25 and Irrigators" is hereby amended to read as follows:

26 **5-20-35. Persons and acts exempt -- Issuance of licenses in special cases. --** (a) The
27 provisions of this chapter do not apply to the installation of automatic sprinkler systems or other
28 fire protection appliances in this state and do not apply to employees of public utilities (publicly
29 or privately owned); provided, that any resident of Rhode Island not licensed, as provided in this
30 chapter, desiring a license as a master plumber or journeyman plumber who on or before
31 August 14, 1966, presents to the department of labor and training of the state reasonably
32 satisfactory evidence, in writing, that he or she was actively engaged in the business of plumbing
33 as a master plumber or working as a journeyman plumber for a master plumber in any city or
34 town for five (5) years prior to May 16, 1966, and that he or she is at the time of presenting that

1 evidence to the department of labor and training operating in any city or town as a master
2 plumber or working as journeyman plumber, shall, upon payment of a fee of five dollars
3 (\$5.00) in the case of a master plumber or one dollar (\$1.00) in the case of a journeyman
4 plumber, have issued to him or her by the department of labor and training a certificate of license
5 as a master plumber or a journeyman plumber without an additional application, fee, or other
6 condition precedent. Farms, golf courses, and nurseries performing irrigation work on their
7 premises only shall not be required to be licensed under the chapter.

8 (b) Solar thermal professional. - A Certificate REPC shall be issued to any person, firm,
9 or corporation, qualified under this chapter, engaged in, or about to engage in, the business of
10 installing solar thermal technologies. Solar thermal plumbing or mechanical work must be
11 performed by persons, firms or corporations properly licensed under chapter 20 of title 5 or
12 chapter 27 of title 28. Certificate REPC holders may advertise and bid for solar thermal work
13 provided that they contract with persons, firms or corporations who or that are properly licensed
14 under chapter 20 of title 5 or chapter 27 of title 28 to perform all related plumbing or mechanical
15 work. The REPC Certificate shall specify the name of the person, firm, or corporation applying
16 for it and the name of the person, who, in the case of a firm, is one of its members, and in the case
17 of a corporation, is one of its officers, passing the examination; by which he or she or it is
18 authorized to enter upon or engage in business as prescribed in the certificate.

19 (c) Solar thermal professional's certificate. - The Rhode Island department of labor and
20 training shall issue a ~~Certificate of Competency in the Design and Installation of Solar Thermal~~
21 ~~Systems~~ certificate of competency in the design and installation of solar thermal systems to any
22 person, firm, or corporation who or that has received a certification from a nationally recognized,
23 or equivalent, renewable energy certification training program and has demonstrated proof of
24 such certification to the Rhode Island office of energy resources.

25 (d) Nothing in this or any other chapter of the general laws shall prohibit municipalities
26 or water districts from using employees, or engaging the services of licensed plumbers or other
27 contractors and/or service providers that meet certain requirements determined by the
28 municipality or water district, for the purpose of replacing water meters or meter reading devices.

29 SECTION 3. Section 11-9-13.15 of the General Laws in Chapter 11-9 entitled "Children"
30 is hereby amended to read as follows:

31 **11-9-13.15. Penalty for operating without a dealer license.** -- (a) Any individual or
32 business who or that violates this chapter by selling or conveying a tobacco product without a
33 retail tobacco products dealer license shall be cited for that violation and shall be required to
34 appear in court for a hearing on the citation.

1 (b) Any individual or business cited for a violation under this section of this chapter
2 shall:

3 (1) Either post a two-thousand-five-hundred-dollar (\$2,500) bond with the court within
4 ten (10) days of the citation; or

5 (2) Sign and accept the citation indicating a promise to appear in court.

6 (c) An individual or business who or that has accepted the citation may:

7 (1) Pay a ten-thousand-dollar (\$10,000) fine, either by mail or in person, within ten (10)
8 days after receiving the citation; or

9 (2) If that individual or business has posted a bond, forfeit the bond by not appearing at
10 the scheduled hearing. If the individual or business cited pays the ten-thousand-dollar (\$10,000)
11 fine or forfeits the bond, that individual or business is deemed to have admitted the cited violation
12 and to have waived the right to a hearing on the issue of commission on the violation.

13 (d) The court after a hearing on a citation shall make a determination as to whether a
14 violation has been committed. If it is established that the violation did occur, the court shall
15 impose a ten-thousand-dollar (\$10,000) fine, in addition to any court costs or other court fees.

16 SECTION 4. Section 19-1-1 of the General Laws in Chapter 19-1 entitled "Definitions
17 and Establishment of Financial Institutions" is hereby amended to read as follows:

18 **19-1-1. Definitions.** -- Unless otherwise specified, the following terms shall have the
19 following meanings throughout this title:

20 (1) "Agreement to form" means the agreement to form a financial institution or the
21 agreement to form a credit union, as applicable, pursuant to this title, and includes, for financial
22 institutions organized before December 31, 1995, the articles of incorporation or the agreement of
23 association of the financial institution, where applicable.

24 (2) "Branch" means any office or place of business, other than the main office or
25 customer-bank-communication-terminal outlets as provided for in this title, at which deposits are
26 received, or checks paid or money lent, or at which any trust powers are exercised. Any financial
27 institution which had, on or before June 30, 2003, established an office or place of business, other
28 than its main office, at which trust powers are exercised, shall not be required to obtain the
29 approval of the director, or the director's designee, pursuant to § 19-2-11 for any such offices
30 established as of that date.

31 (3) "Credit union" means a credit union duly organized under the laws of this state.

32 (4) "Director" means the director of the department of business regulation, or his or her
33 designee.

34 (5) "Division of banking" means the division within the department of business

1 regulation responsible for the supervision and examination of regulated institutions and/or
2 licensees under chapter 14 of this title.

3 (6) "Federal credit union" means a credit union duly organized under the laws of the
4 United States.

5 (7) "Financial institution" means any entity, other than a credit union, duly organized
6 under the laws of this state that has the statutory authority to accept money on deposit pursuant to
7 title 19, including an entity that is prohibited from accepting deposits by its own bylaws or
8 agreement to form; the term includes, but is not limited to banks, trust companies, savings banks,
9 loan and investment banks, and savings and loan associations.

10 (8) "Main office" means, in the case of financial institutions or credit unions, the location
11 stated in the agreement to form, as amended, and, otherwise, the location recognized by the
12 institution's primary banking regulator as its main office.

13 (9) "Person" means individuals, partnerships, corporations, limited liability companies,
14 or any other entity however organized.

15 (10) "Regulated institution" means any financial institution, credit union, or other
16 insured-deposit-taking institution, which is authorized to do business in this state, including one
17 authorized by operation of an interstate banking statute that allowed its original entry.

18 (11) "Retail installment contract" means any security agreement negotiated or executed
19 in this state, or under the laws of this state, including, but not limited to, any agreement in the
20 nature of a mortgage, conditional sale contract, or any other agreement whether or not evidenced
21 by any written instrument to pay the retail purchase price of goods, or any part thereof, in
22 installments over any period of time and pursuant to which any security interest is retained or
23 taken by the retail seller for the payment of the purchase price, or any part thereof, of the retail
24 installment contract.

25 (12) "Retail seller" means any person who sells or contracts to sell any goods under a
26 retail installment contract to a retail buyer.

27 (13) "Superintendent" means the deputy director designated by the director as
28 superintendent of banking in the department of business regulation.

29 (14) "Unimpaired capital" means the sum of all capital and allowance accounts minus
30 estimated losses on assets, calculated in accordance with generally accepted accounting
31 principles.

32 (15) "Writing" means hard copy writing or electronic writing that meets the requirements
33 of § ~~42-127.1-1 et seq~~ [42-127.1-2\(7\)](#).

34 SECTION 5. Sections 19-14-1, 19-14-9 and 19-14-10 of the General Laws in Chapter 19-

1 14 entitled "Licensed Activities" are hereby amended to read as follows:

2 **19-14-1. Definitions. [Effective until July 1, 2015.]** -- Unless otherwise specified, the
3 following terms shall have the following meanings throughout chapters 14, 14.1, 14.2, 14.3, 14.4,
4 14.6, 14.8 and 14.10 of this title:

5 (1) "Check" means any check, draft, money order, personal money order, or other
6 instrument for the transmission or payment of money. For the purposes of check cashing,
7 travelers checks or foreign denomination instruments shall not be considered checks. "Check
8 cashing" means providing currency for checks;

9 (2) "Deliver" means to deliver a check to the first person who, in payment for the check,
10 makes or purports to make a remittance of or against the face amount of the check, whether or not
11 the deliverer also charges a fee in addition to the face amount, and whether or not the deliverer
12 signs the check;

13 (3) "Electronic money transfer" means receiving money for transmission within the
14 United States or to locations abroad by any means including, but not limited to, wire, facsimile, or
15 other electronic transfer system;

16 (4) (i) "Lender" means any person who makes or funds a loan within this state with the
17 person's own funds, regardless of whether the person is the nominal mortgagee or creditor on the
18 instrument evidencing the loan;

19 (ii) A loan is made or funded within this state if any of the following conditions exist:

20 (A) The loan is secured by real property located in this state;

21 (B) An application for a loan is taken by an employee, agent, or representative of the
22 lender within this state;

23 (C) The loan closes within this state;

24 (D) The loan solicitation is done by an individual with a physical presence in this state;

25 or

26 (E) The lender maintains an office in this state.

27 (iii) The term "lender" shall also include any person engaged in a transaction whereby
28 the person makes or funds a loan within this state using the proceeds of an advance under a line
29 of credit over which proceeds the person has dominion and control and for the repayment of
30 which the person is unconditionally liable. This transaction is not a table-funding transaction. A
31 person is deemed to have dominion and control over the proceeds of an advance under a line of
32 credit used to fund a loan regardless of whether:

33 (A) The person may, contemporaneously with, or shortly following, the funding of the
34 loan, assign or deliver to the line of credit lender one or more loans funded by the proceeds of an

1 advance to the person under the line of credit;

2 (B) The proceeds of an advance are delivered directly to the settlement agent by the line
3 of credit lender, unless the settlement agent is the agent of the line of credit lender;

4 (C) One or more loans funded by the proceeds of an advance under the line of credit is
5 purchased by the line of credit lender; or

6 (D) Under the circumstances as set forth in regulations adopted by the director, or the
7 director's designee, pursuant to this chapter;

8 (5) "Licensee" means any person licensed under this chapter;

9 (6) "Loan" means any advance of money or credit including, but not limited to:

10 (i) Loans secured by mortgages;

11 (ii) Insurance premium finance agreements;

12 (iii) The purchase or acquisition of retail installment contracts or advances to the holders
13 of those contracts;

14 (iv) Educational loans;

15 (v) Any other advance of money; or

16 (vi) Any transaction such as those commonly known as "payday loans," "payday
17 advances," or "deferred-presentment loans," in which a cash advance is made to a customer in
18 exchange for the customer's personal check, or in exchange for the customer's authorization to
19 debit the customer's deposit account, and where the parties agree either, that the check will not be
20 cashed or deposited, or that customer's deposit account will not be debited, until a designated
21 future date.

22 (7) "Loan broker" means any person who, for compensation or gain, or in the expectation
23 of compensation or gain, either directly or indirectly, solicits, processes, negotiates, places or sells
24 a loan within this state for others in the primary market, or offers to do so. A loan broker shall
25 also mean any person who is the nominal mortgagee or creditor in a table-funding transaction. A
26 loan is brokered within this state if any of the following conditions exist:

27 (i) The loan is secured by real property located in this state;

28 (ii) An application for a loan is taken or received by an employee, agent, or
29 representative of the loan broker within this state;

30 (iii) The loan closes within this state;

31 (iv) The loan solicitation is done by an individual with a physical presence in this state;

32 or

33 (v) The loan broker maintains an office in this state.

34 (8) "Personal money order" means any instrument for the transmission or payment of

1 money in relation to which the purchaser or remitter appoints, or purports to appoint, the seller as
2 his or her agent for the receipt, transmission, or handling of money, whether the instrument is
3 signed by the seller, or by the purchaser, or remitter, or some other person;

4 (9) "Primary market" means the market in which loans are made to borrowers by lenders,
5 whether or not through a loan broker or other conduit;

6 (10) "Principal owner" means any person who owns, controls, votes, or has a beneficial
7 interest in, directly or indirectly, ten percent (10%) or more of the outstanding capital stock
8 and/or equity interest of a licensee;

9 (11) "Sell" means to sell, to issue, or to deliver a check;

10 (12) "Small loan" means a loan of less than five thousand dollars (\$5,000), not secured
11 by real estate, made pursuant to the provisions of chapter 14.2 of this title;

12 (13) "Small loan lender" means a lender engaged in the business of making small loans
13 within this state;

14 (14) "Table-funding transaction" means a transaction in which there is a
15 contemporaneous advance of funds by a lender and an assignment by the mortgagee or creditor of
16 the loan to the lender;

17 (15) "Check casher" means a person or entity that, for compensation, engages, in whole
18 or in part, in the business of cashing checks;

19 (16) "Deferred-deposit transaction" means any transaction, such as those commonly
20 known as "payday loans," "payday advances," or "deferred-presentment loans," in which a cash
21 advance is made to a customer in exchange for the customer's personal check or in exchange for
22 the customer's authorization to debit the customer's deposit account and where the parties agree
23 either that the check will not be cashed or deposited, or that the customer's deposit account will
24 not be debited until a designated future date;

25 (17) "Insurance premium finance agreement" means an agreement by which an insured,
26 or prospective insured, promises to pay to an insurance premium finance company the amount
27 advanced, or to be advanced, under the agreement to an insurer or to an insurance producer, in
28 payment of a premium or premiums on an insurance contract or contracts, together with interest
29 and a service charge, as authorized and limited by this title;

30 (18) "Insurance premium finance company" means a person engaged in the business of
31 making insurance premium finance agreements or acquiring insurance premium finance
32 agreements from other insurance premium finance companies;

33 (19) "Simple interest" means interest computed on the principal balance outstanding
34 immediately prior to a payment for the actual number of days between payments made on a loan

1 over the life of a loan;

2 (20) "Nonprofit organization" means a corporation qualifying as a 26 U.S.C. § 501(c)(3)
3 nonprofit organization, in the operation of which no member, director, officer, partner, employee,
4 agent, or other affiliated person profits financially other than receiving reasonable salaries if
5 applicable;

6 (21) "Mortgage loan originator" has the same meaning set forth in § 19-14.10-3(6);

7 (22) "Mortgage loan" means a loan secured in whole or in part by real property located
8 in this state;

9 (23) "Loan solicitation" shall mean an effectuation, procurement, delivery and offer, and
10 advertisement of a loan. Loan solicitation also includes providing or accepting loan applications
11 and assisting persons in completing loan applications and/or advising, conferring, or informing
12 anyone regarding the benefits, terms and/or conditions of a loan product or service. Loan
13 solicitation does not include loan processing or loan underwriting as defined in this section. Loan
14 solicitation does not include telemarketing which is defined for purposes of this section to mean
15 contacting a person by telephone with the intention of collecting such person's name, address, and
16 telephone number for the sole purpose of allowing a mortgage loan originator to fulfill a loan
17 inquiry;

18 (24) "Processes" shall mean, with respect to a loan, any of a series of acts or functions,
19 including the preparation of a loan application and supporting documents, performed by a person
20 that leads to, or results in, the acceptance, approval, denial, and/or withdrawal of a loan
21 application, including, without limitation, the rendering of services including loan underwriting,
22 obtaining verifications, credit reports or appraisals, communicating with the applicant and/or the
23 lender or loan broker, and/or other loan processing and origination services for consideration by a
24 lender or loan broker. Loan processing does not include the following:

25 (i) Providing loan closing services;

26 (ii) Rendering of credit reports by an authorized credit reporting agency; and

27 (iii) Rendering of appraisal services.

28 (25) "Loan underwriting" shall mean a loan process that involves the analysis of risk
29 with respect to the decision whether to make a loan to a loan applicant based on credit,
30 employment, assets, and other factors, including evaluating a loan applicant against a lender's
31 various lending criteria for creditworthiness, making a determination for the lender as to whether
32 the applicant meets the lender's pre-established credit standards, and/or making a
33 recommendation regarding loan approval;

34 (26) "Negotiates" shall mean, with respect to a loan, to confer directly with, or offer

1 advice directly to, a loan applicant or prospective loan applicant for a loan product or service
2 concerning any of the substantive benefits, terms, or conditions of the loan product or service;

3 (27) "Natural person employee" shall mean any natural person performing services as a
4 bona fide employee for a person licensed under the provisions of § 19-14-1, et. seq., in return for
5 a salary, wage, or other consideration, where such salary, wage, or consideration is reported by
6 the licensee on a federal form W-2 payroll record. The term does not include any natural person
7 or business entity performing services for a person licensed under the provisions of Rhode Island
8 general laws in return for a salary, wage, or other consideration, where such salary, wage, or
9 consideration is reported by the licensee on a federal form 1099;

10 (28) "Bona fide employee" shall mean an employee of a licensee who works under the
11 oversight and supervision of the licensee;

12 (29) "Oversight and supervision of the licensee" shall mean that the licensee provides
13 training to the employee, sets the employee's hours of work, and provides the employee with the
14 equipment and physical premises required to perform the employee's duties;

15 (30) "Operating subsidiary" shall mean a majority-owned subsidiary of a financial
16 institution or banking institution that engages only in activities permitted by the parent financial
17 institution or banking institution;

18 (31) "Provisional employee" means a natural person who, pursuant to a written
19 agreement between the natural person and a wholly owned subsidiary of a financial holding
20 company, as defined in The Bank Holding Company Act of 1956, as amended, [12 U.S.C. §1841](#)
21 [et seq.](#), a bank holding company, savings bank holding company, or thrift holding company, is an
22 exclusive agent for the subsidiary with respect to mortgage loan originations, and the subsidiary:
23 (a) holds a valid loan broker's license and (b) enters into a written agreement with the director, or
24 the director's designee, to include:

25 (i) An "undertaking of accountability", in a form prescribed by the director, or the
26 director's designee, for all of the subsidiary's exclusive agents to include full and direct financial
27 and regulatory responsibility for the mortgage loan originator activities of each exclusive agent as
28 if said exclusive agent was an employee of the subsidiary;

29 (ii) A business plan, to be approved by the director, or the director's designee, for the
30 education of the exclusive agents, the handling of consumer complaints related to the exclusive
31 agents, and the supervision of the mortgage loan origination activities of the exclusive agents; and

32 (iii) A restriction of the exclusive agents' mortgage loan originators' activities to loans to
33 be made only by the subsidiary's affiliated bank.

34 (32) "Multi-state licensing system" means a system involving one or more states, the

1 District of Columbia, or the Commonwealth of Puerto Rico established to facilitate the sharing of
2 regulatory information and the licensing, application, reporting, and payment processes, by
3 electronic or other means, for mortgage lenders and loan brokers and other licensees required to
4 be licensed under this chapter;

5 (33) "Negative equity" means the difference between the value of an asset and the
6 outstanding portion of the loan taken out to pay for the asset, when the latter exceeds the former
7 amount;

8 (34) "Loan closing services" means providing title services, including title searches, title
9 examinations, abstract preparation, insurability determinations, and the issuance of title
10 commitments and title insurance policies, conducting loan closings, and preparation of loan
11 closing documents when performed by, or under the supervision of, a licensed attorney, licensed
12 title agency, or licensed title insurance company; and

13 (35) "Writing" means hard copy writing or electronic writing that meets the requirements
14 of § ~~42-127.1-1 et seq~~ [42-127.1-2\(7\)](#).

15 **19-14-1. Definitions. [Effective July 1, 2015.] --** Unless otherwise specified, the
16 following terms shall have the following meanings throughout chapters 14, 14.1, 14.2, 14.3, 14.4,
17 14.6, 14.8, 14.10, and 14.11 of this title:

18 (1) "Check" means any check, draft, money order, personal money order, or other
19 instrument for the transmission or payment of money. For the purposes of check cashing,
20 travelers checks or foreign denomination instruments shall not be considered checks. "Check
21 cashing" means providing currency for checks;

22 (2) "Deliver" means to deliver a check to the first person who, in payment for the check,
23 makes, or purports to make, a remittance of, or against, the face amount of the check, whether or
24 not the deliverer also charges a fee in addition to the face amount and whether or not the deliverer
25 signs the check;

26 (3) "Electronic money transfer" means receiving money for transmission within the
27 United States or to locations abroad by any means including, but not limited to, wire, facsimile, or
28 other electronic transfer system;

29 (4) (i) "Lender" means any person who makes or funds a loan within this state with the
30 person's own funds, regardless of whether the person is the nominal mortgagee or creditor on the
31 instrument evidencing the loan;

32 (ii) A loan is made or funded within this state if any of the following conditions exist:

33 (A) The loan is secured by real property located in this state;

34 (B) An application for a loan is taken by an employee, agent, or representative of the

1 lender within this state;

2 (C) The loan closes within this state;

3 (D) The loan solicitation is done by an individual with a physical presence in this state;

4 or

5 (E) The lender maintains an office in this state.

6 (iii) The term "lender" shall also include any person engaged in a transaction whereby
7 the person makes or funds a loan within this state using the proceeds of an advance under a line
8 of credit over which proceeds the person has dominion and control and for the repayment of
9 which the person is unconditionally liable. This transaction is not a table-funding transaction. A
10 person is deemed to have dominion and control over the proceeds of an advance under a line of
11 credit used to fund a loan regardless of whether:

12 (A) The person may, contemporaneously with, or shortly following, the funding of the
13 loan, assign or deliver to the line of credit lender one or more loans funded by the proceeds of an
14 advance to the person under the line of credit;

15 (B) The proceeds of an advance are delivered directly to the settlement agent by the line-
16 of-credit lender, unless the settlement agent is the agent of the line-of-credit lender;

17 (C) One or more loans funded by the proceeds of an advance under the line-of-credit is
18 purchased by the line of credit lender; or

19 (D) Under the circumstances, as set forth in regulations adopted by the director, or the
20 director's designee, pursuant to this chapter;

21 (5) "Licensee" means any person licensed under this chapter;

22 (6) "Loan" means any advance of money or credit including, but not limited to:

23 (i) Loans secured by mortgages;

24 (ii) Insurance premium finance agreements;

25 (iii) The purchase or acquisition of retail installment contracts or advances to the holders
26 of those contracts;

27 (iv) Educational loans;

28 (v) Any other advance of money; or

29 (vi) Any transaction such as those commonly known as "payday loans," "payday
30 advances," or "deferred-presentment loans," in which a cash advance is made to a customer in
31 exchange for the customer's personal check, or in exchange for the customer's authorization to
32 debit the customer's deposit account, and where the parties agree either, that the check will not be
33 cashed or deposited, or that customer's deposit account will not be debited, until a designated
34 future date.

1 (7) "Loan broker" means any person who, for compensation or gain, or in the expectation
2 of compensation or gain, either directly or indirectly, solicits, processes, negotiates, places, or
3 sells a loan within this state for others in the primary market, or offers to do so. A loan broker
4 shall also mean any person who is the nominal mortgagee or creditor in a table-funding
5 transaction. A loan is brokered within this state if any of the following conditions exist:

6 (i) The loan is secured by real property located in this state;

7 (ii) An application for a loan is taken or received by an employee, agent, or
8 representative of the loan broker within this state;

9 (iii) The loan closes within this state;

10 (iv) The loan solicitation is done by an individual with a physical presence in this state;

11 or

12 (v) The loan broker maintains an office in this state.

13 (8) "Personal money order" means any instrument for the transmission or payment of
14 money in relation to which the purchaser or remitter appoints, or purports to appoint, the seller as
15 his or her agent for the receipt, transmission, or handling of money, whether the instrument is
16 signed by the seller, or by the purchaser, or remitter, or some other person;

17 (9) "Primary market" means the market in which loans are made to borrowers by lenders,
18 whether or not through a loan broker or other conduit;

19 (10) "Principal owner" means any person who owns, controls, votes, or has a beneficial
20 interest in, directly or indirectly, ten percent (10%) or more of the outstanding capital stock
21 and/or equity interest of a licensee;

22 (11) "Sell" means to sell, to issue, or to deliver a check;

23 (12) "Small loan" means a loan of less than five thousand dollars (\$5,000), not secured
24 by real estate, made pursuant to the provisions of chapter 14.2 of this title;

25 (13) "Small-loan lender" means a lender engaged in the business of making small loans
26 within this state;

27 (14) "Table-funding transaction" means a transaction in which there is a
28 contemporaneous advance of funds by a lender and an assignment by the mortgagee or creditor of
29 the loan to the lender;

30 (15) "Check casher" means a person or entity that, for compensation, engages, in whole
31 or in part, in the business of cashing checks;

32 (16) "Deferred-deposit transaction" means any transaction, such as those commonly
33 known as "payday loans," "payday advances," or "deferred-presentment loans," in which a cash
34 advance is made to a customer in exchange for the customer's personal check or in exchange for

1 the customer's authorization to debit the customer's deposit account and where the parties agree
2 either that the check will not be cashed or deposited, or that the customer's deposit account will
3 not be debited until a designated future date;

4 (17) "Insurance premium finance agreement" means an agreement by which an insured,
5 or prospective insured, promises to pay to an insurance premium finance company the amount
6 advanced, or to be advanced, under the agreement to an insurer or to an insurance producer, in
7 payment of a premium, or premiums, on an insurance contract, or contracts, together with interest
8 and a service charge, as authorized and limited by this title;

9 (18) "Insurance premium finance company" means a person engaged in the business of
10 making insurance premium finance agreements or acquiring insurance premium finance
11 agreements from other insurance premium finance companies;

12 (19) "Simple interest" means interest computed on the principal balance outstanding
13 immediately prior to a payment for the actual number of days between payments made on a loan
14 over the life of a loan;

15 (20) "Nonprofit organization" means a corporation qualifying as a 26 U.S.C. § 501(c)(3)
16 nonprofit organization, in the operation of which no member, director, officer, partner, employee,
17 agent, or other affiliated person profits financially other than receiving reasonable salaries if
18 applicable;

19 (21) "Mortgage loan originator" has the same meaning set forth in § 19-14.10-3(6);

20 (22) "Mortgage loan" means a loan secured in whole, or in part, by real property located
21 in this state;

22 (23) "Loan solicitation" shall mean an effectuation, procurement, delivery and offer, and
23 advertisement of a loan. Loan solicitation also includes providing or accepting loan applications
24 and assisting persons in completing loan applications and/or advising, conferring, or informing
25 anyone regarding the benefits, terms and/or conditions of a loan product or service. Loan
26 solicitation does not include loan processing or loan underwriting as defined in this section. Loan
27 solicitation does not include telemarketing that is defined, for purposes of this section, to mean
28 contacting a person by telephone with the intention of collecting such person's name, address, and
29 telephone number for the sole purpose of allowing a mortgage loan originator to fulfill a loan
30 inquiry;

31 (24) "Processes" shall mean, with respect to a loan, any of a series of acts or functions,
32 including the preparation of a loan application and supporting documents, performed by a person
33 that leads to, or results in, the acceptance, approval, denial, and/or withdrawal of a loan
34 application, including, without limitation, the rendering of services, including loan underwriting,

1 obtaining verifications, credit reports or appraisals, communicating with the applicant and/or the
2 lender or loan broker, and/or other loan processing and origination services, for consideration by
3 a lender or loan broker. Loan processing does not include the following:

4 (i) Providing loan closing services;

5 (ii) Rendering of credit reports by an authorized credit reporting agency; and

6 (iii) Rendering of appraisal services.

7 (25) "Loan underwriting" shall mean a loan process that involves the analysis of risk
8 with respect to the decision whether to make a loan to a loan applicant based on credit,
9 employment, assets, and other factors, including evaluating a loan applicant against a lender's
10 various lending criteria for creditworthiness, making a determination for the lender as to whether
11 the applicant meets the lender's pre-established credit standards, and/or making a
12 recommendation regarding loan approval;

13 (26) "Negotiates" shall mean, with respect to a loan, to confer directly with, or offer
14 advice directly to, a loan applicant or prospective loan applicant for a loan product or service
15 concerning any of the substantive benefits, terms, or conditions of the loan product or service;

16 (27) "Natural person employee" shall mean any natural person performing services as a
17 bona-fide employee for a person licensed under § 19-14-1, et. seq., in return for a salary, wage, or
18 other consideration, where such salary, wage, or consideration is reported by the licensee on a
19 federal form W-2 payroll record. The term does not include any natural person or business entity
20 performing services for a person licensed under the provisions of Rhode Island general laws in
21 return for a salary, wage, or other consideration, where such salary, wage, or consideration is
22 reported by the licensee on a federal form 1099;

23 (28) "Bona fide employee" shall mean an employee of a licensee who works under the
24 oversight and supervision of the licensee;

25 (29) "Oversight and supervision of the licensee" shall mean that the licensee provides
26 training to the employee, sets the employee's hours of work, and provides the employee with the
27 equipment and physical premises required to perform the employee's duties;

28 (30) "Operating subsidiary" shall mean a majority-owned subsidiary of a financial
29 institution or banking institution that engages only in activities permitted by the parent financial
30 institution or banking institution;

31 (31) "Provisional employee" means a natural person who, pursuant to a written
32 agreement between the natural person and a wholly owned subsidiary of a financial holding
33 company, as defined in The Bank Holding Company Act of 1956, as amended, [12 U.S.C. § 1841](#)
34 [et seq.](#), a bank-holding company, savings-bank-holding company, or thrift holding company, is an

1 exclusive agent for the subsidiary with respect to mortgage loan originations, and the subsidiary:
2 (a) Holds a valid loan broker's license; and (b) Enters into a written agreement with the director,
3 or the director's designee, to include:

4 (i) An "undertaking of accountability", in a form prescribed by the director, or the
5 director's designee, for all of the subsidiary's exclusive agents to include full-and-direct financial
6 and regulatory responsibility for the mortgage loan originator activities of each exclusive agent as
7 if said exclusive agent were an employee of the subsidiary;

8 (ii) A business plan, to be approved by the director, or the director's designee, for the
9 education of the exclusive agents, the handling of consumer complaints related to the exclusive
10 agents, and the supervision of the mortgage loan origination activities of the exclusive agents; and

11 (iii) A restriction of the exclusive agents' mortgage loan originators' activities to loans to
12 be made only by the subsidiary's affiliated bank.

13 (32) "Multi-state licensing system" means a system involving one or more states, the
14 District of Columbia, or the Commonwealth of Puerto Rico established to facilitate the sharing of
15 regulatory information and the licensing, application, reporting, and payment processes, by
16 electronic or other means, for mortgage lenders and loan brokers and other licensees required to
17 be licensed under this chapter;

18 (33) "Negative equity" means the difference between the value of an asset and the
19 outstanding portion of the loan taken out to pay for the asset, when the latter exceeds the former
20 amount;

21 (34) "Loan-closing services" means providing title services, including title searches, title
22 examinations, abstract preparation, insurability determinations, and the issuance of title
23 commitments and title insurance policies, conducting loan closings, and preparation of loan
24 closing documents when performed by, or under the supervision of, a licensed attorney, licensed
25 title agency, or licensed title insurance company;

26 (35) "Servicing" means receiving a scheduled periodic payment from a borrower
27 pursuant to the terms of a loan, including amounts for escrow accounts, and making the payments
28 to the owner of the loan or other third party of principal and interest and other payments with
29 respect to the amounts received from the borrower as may be required pursuant to the terms of the
30 servicing loan documents or servicing contract. In the case of a home equity conversion mortgage
31 or a reverse mortgage, servicing includes making payment to the borrower;

32 (36) "Third-party loan servicer" means a person who, directly or indirectly, engages in
33 the business of servicing a loan made to a resident of Rhode Island, or a loan secured by
34 residential real estate located in Rhode Island, for a personal, family, or household purpose, owed

1 or due or asserted to be owed or due another; and

2 (37) "Writing" means hard-copy writing or electronic writing that meets the
3 requirements of § ~~42-127.1-1 et seq~~ [42-127.1-2\(7\)](#).

4 **19-14-9. Contents of license.** -- The license or branch certificate shall contain any
5 information that the director, or the director's designee, shall require, including the type of
6 activity authorized. In his or her discretion, the director, or the director's designee, may substitute
7 an electronic record as the confirmation of a license status in substitution for a license or branch
8 certificate. When dealing with an applicant, or potential applicant, for a mortgage loan or when
9 dealing with any person providing settlement services (as defined in the Real Estate Settlement
10 Procedures Act, as amended, [12 U.S.C. § 2601 et seq.](#), or the regulations promulgated thereunder
11 from time to time), a mortgage loan originator shall disclose the mortgage loan originator's
12 nationwide mortgage licensing system unique identification number upon request to the applicant,
13 or potential applicant, and the fact that the mortgage loan originator is licensed by this state.

14 **19-14-10. Attorney for service of process.** -- (a) Every licensee shall appoint, and
15 thereafter maintain, in this state a resident attorney with authority to accept process for the
16 licensee in this state, including the process of garnishment.

17 (1) The appointment shall be filed with the director, or the director's designee, in
18 whatever format he or she directs. The power of attorney shall provide all contact information,
19 including the business address, ~~including~~ street and number, if any, of the resident attorney.
20 Thereafter, if the resident attorney changes his or her business address or other contact
21 information, he or she shall, within ten (10) days after any change, file in the office of the
22 director, or the director's designee, notice of the change setting forth the attorney's current
23 business address or other contact information.

24 (2) If the resident attorney dies, resigns, or leaves the state, the licensee shall make a new
25 appointment and file the power of attorney in the office of the director, or the director's designee.
26 The power of attorney shall not be revoked until this power of attorney shall have been given to
27 some other competent person resident in this state and filed with the director, or the director's
28 designee.

29 (3) Service of process upon the resident attorney shall be deemed sufficient service upon
30 the licensee.

31 (4) Any licensee who fails to appoint a resident attorney and file the power of attorney in
32 the office of the director, or the director's designee, as above provided for, or fails to replace a
33 resident attorney for a period of thirty (30) days from vacancy, shall be liable for a penalty not
34 exceeding five hundred dollars (\$500) and shall be subject to suspension or revocation of the

1 license.

2 (5) Upon the filing of any power of attorney required by this section, a fee of twenty-five
3 dollars (\$25.00) shall be paid to the director for the use of the state.

4 (6) Any licensee that is a corporation and complies with the provisions of chapter 1.2 of
5 title 7 is exempt from the power of attorney filing requirements of this section. Any licensee that
6 is a limited partnership or limited liability company and complies with the provisions of chapters
7 13 and 16 of title 7 is exempt from the power of attorney requirements of this section.

8 (b) Any process, including the process of garnishment, may be served upon the director,
9 or the director's designee, as agent of the licensee in the event that no resident attorney can be
10 found upon whom service can be made, or in the event that the licensee has failed to designate a
11 resident attorney as required, and process may be served by leaving a copy of the process with a
12 fee of twenty-five dollars (\$25.00) which shall be included in the taxable costs of the suit, action,
13 or proceeding, in the hands of the director, or the director's designee. This manner of service upon
14 the licensee shall be sufficient, provided that notice of service and a copy of the process shall be
15 immediately sent by certified mail by the plaintiff, or the plaintiff's attorney of record, to the
16 licensee at the latest address filed with the director, or the director's designee. If the licensee has
17 not filed his or her address pursuant to this chapter, notice of service shall be given in any manner
18 that the court in which the action is pending may order as affording the licensee reasonable
19 opportunity to defend the action or to learn of the garnishment. Nothing contained in this section
20 shall limit or affect the right to serve process upon a licensee in any other manner now or
21 hereafter permitted by law.

22 SECTION 6. Section 19-28.1-14 of the General Laws in Chapter 19-28.1 entitled
23 "Franchise Investment Act" is hereby amended to read as follows:

24 **19-28.1-14. Jurisdiction and venue.** -- A provision ~~is~~ in a franchise agreement
25 restricting jurisdiction or venue to a forum outside this state or requiring the application of the
26 laws of another state is void with respect to a claim otherwise enforceable under this act.

27 SECTION 7. Section 21-27-10 of the General Laws in Chapter 21-27 entitled "Sanitation
28 in Food Establishments" is hereby amended to read as follows:

29 **21-27-10. Registration of food businesses.** -- (a) No person shall operate a food business
30 as defined in § 21-27-1(8) unless he or she annually registers the business with the state director
31 of health; provided, that food businesses conducted by nonprofit organizations, hospitals, public
32 institutions, farmers markets, roadside ~~farmstands~~ farm stands, or any municipality shall be
33 exempt from payment of any required fee.

34 (b) In order to set the registration renewal dates so that all activities for each

1 establishment can be combined on one registration instead of on several registrations, the
2 registration renewal date shall be set by the department of health. The registration period shall be
3 for twelve (12) months commencing on the registration renewal date. Any renewal registration
4 fee shall be at the full, annual rate regardless of the date of renewal. Any fee for a first-time
5 application shall have the registration ~~rate~~ fee pro-rated based upon the date of issuance of
6 registration. If the registration renewal date is changed, the department may make an adjustment
7 to the fees of registered establishments, not to exceed the annual registration fee, in order to
8 implement the changes in registration renewal date. Registrations issued under this chapter may
9 be suspended or revoked for cause. Any registration or license shall be posted in a place
10 accessible and prominently visible to an agent of the director.

11 (c) Registration with the director of health shall be based upon satisfactory compliance
12 with all laws and regulations of the director applicable to the food business for which registration
13 is required.

14 (d) The director of health is authorized to adopt regulations necessary for the
15 implementation of this chapter.

16 (e) Classification for registration shall be as follows:

17 (1) In-state and out-of-state food processors that sell food in Rhode Island (Wholesale)

18 (2) Food processors (Retail)

19 (3) Food service establishments:

20 (i) 50 seats or less

21 (ii) More than 50 seats

22 (iii) Mobile food service units

23 (iv) Industrial caterer or food vending machine commissary

24 (v) Cultural heritage educational facility

25 (4) Vending machine sites or location:

26 (i) Three (3) or less machines

27 (ii) Four (4) to ten (10) machines

28 (iii) Eleven (11) or more machines

29 (5) Retail markets:

30 (i) 1 to 2 cash registers

31 (ii) 3 to 5 cash registers

32 (iii) 6 or more cash registers

33 (6) Retail food peddler (meat, seafood, dairy, and frozen dessert products)

34 (7) Food warehouses

1 (f) In no instance, where an individual food business has more than one activity eligible
2 under this chapter for state registration within a single location, shall the business be required to
3 pay more than a single fee for the one highest classified activity listed in subsection (e) of this
4 section; provided, that, where several separate but identically classified activities are located
5 within the same building and under the management and jurisdiction of one person, one fee shall
6 be required. In each of the instances in this subsection, each activity shall be separately registered.

7 (g) Fees for registration of the above classifications shall be as set forth in § 23-1-54.

8 SECTION 8. Section 23-4.1-2 of the General Laws in Chapter 23-4.1 entitled
9 "Emergency Medical Transportation Services" is hereby amended to read as follows:

10 **23-4.1-2. Ambulance service coordinating advisory board.** -- (a) The ambulance
11 service coordinating advisory board is hereby created and shall ~~consisting~~ consist of twenty-five
12 (25) members appointed as set out in this section. The governor shall appoint the members of the
13 board as follows: (1) Two ~~two~~ (2) from the department of health; (2) seven (7) practicing,
14 licensed emergency medical technicians as follows; three (3) from a full-time paid department,
15 who shall be recommended from the Rhode Island State Association of Fire Fighters, IAFF, AFL-
16 CIO, ~~and~~ two (2) who are active E.M.S. administrators, one recommended ~~from~~ by the Rhode
17 Island Association of Fire Chiefs, and one recommended ~~from~~ by the Rhode Island State
18 Firemen's League from a volunteer fire department; one recommended by the senate president;
19 and one recommended by the speaker of the house; (3) one from the R.I. Hospital Association;
20 (4) one from the R.I. Medical Society; (5) one from the R.I. chapter of the American College of
21 Surgeons, committee on trauma; (6) one from the R.I. chapter of the American College of
22 Emergency Physicians; (7) one from the Rhode Island chapter of the American Academy of
23 Pediatrics; (8) two (2) from a professional ambulance service; (9) two (2) from the general public;
24 (10) two (2) from Providence county who are active members of a public ambulance service or
25 fire department rescue squad unit, one from a full-time paid department and one from a volunteer
26 department; (11) four (4), one each from the counties of Kent, Newport, Bristol and Washington,
27 who shall be members of a public ambulance service or a fire department rescue squad; and (12)
28 one certified, emergency nurse in current practice who is a member of the Emergency Room
29 Nurses Association. The members of the board shall be chosen and shall hold office for five (5)
30 years, and until their respective successors are appointed and qualified. In the month of February
31 in each year, the governor shall appoint successors to the members of the board whose terms shall
32 expire in that year, to hold office until the first day of March in the fifth (5th) year after their
33 appointment and until their respective successors are appointed and qualified. Any vacancy that
34 may occur in the board shall be filled by appointment for the remainder of the unexpired term in

1 the same manner as the original appointment. Each member may designate a representative to
2 attend in his or her absence by notifying the chair prior to that meeting of the board. The board
3 shall meet at least quarterly and to elect its officers annually.

4 (b) The division of emergency medical services of the department of health shall provide
5 staff support to the board.

6 SECTION 9. The title of Chapter 23-6.4 of the General Laws entitled "Life-Saving
7 Allergy Medication - Stock Supply of Epinephrine Auto-injectors - Emergency Administration"
8 is hereby amended to read as follows:

9 ~~CHAPTER 23-6.4~~

10 ~~Life Saving Allergy Medication - Stock Supply of Epinephrine Auto-injectors - Emergency~~
11 ~~Administration~~

12 CHAPTER 23-6.4

13 LIFE-SAVING ALLERGY MEDICATION - STOCK SUPPLY OF EPINEPHRINE AUTO-
14 INJECTORS - EMERGENCY ADMINISTRATION

15 SECTION 10. Sections 23-6.4-3, 23-6.4-4, 23-6.4-5, 23-6.4-6 and 23-6.4-7 of the
16 General Laws in Chapter 23-6.4 entitled "Life-Saving Allergy Medication - Stock Supply of
17 Epinephrine Auto-injectors - Emergency Administration" are hereby amended to read as follows:

18 **23-6.4-3. Designated entities permitted to maintain supply.** -- An authorized entity
19 may acquire and stock a supply of epinephrine auto-injectors pursuant to a prescription issued in
20 accordance with this chapter. Such epinephrine auto-injectors shall be stored in a location readily
21 accessible in an emergency and in accordance with the epinephrine auto-injector's instructions for
22 use and any additional requirements that may be established by the department of health. An
23 authorized entity shall designate employees or agents who have completed the training required
24 by § ~~23-6.5-6~~ 23-6.4-6 to be responsible for the storage, maintenance, and general oversight of
25 epinephrine auto-injectors acquired by the authorized entity.

26 **23-6.4-4. Use of epinephrine auto-injectors.** -- An employee or agent of an authorized
27 entity, or other individual, who has completed the training required by § ~~23-6.5-6~~ 23-6.4-6, may,
28 on the premises of or in connection with the authorized entity, use epinephrine auto-injectors
29 prescribed pursuant to § 23-6.4-2 to:

30 (1) Provide an epinephrine auto-injector to any individual who, the employee, agent, or
31 other individual, believes in good faith is experiencing anaphylaxis, for immediate self-
32 administration, regardless of whether the individual has a prescription for an epinephrine auto-
33 injector or has previously been diagnosed with an allergy.

34 (2) Administer an epinephrine auto-injector to any individual who, the employee, agent,

1 or other individual, believes in good faith is experiencing anaphylaxis, regardless of whether the
2 individual has a prescription for an epinephrine auto-injector or has previously been diagnosed
3 with an allergy.

4 **23-6.4-5. Expanded availability.** -- An authorized entity that acquires a stock supply of
5 epinephrine auto-injectors pursuant to a prescription issued in accordance with this chapter, may
6 make such epinephrine auto-injectors available to individuals other than those trained individuals
7 described in § ~~23-6.5-6~~ [23-6.4-6](#), and such individuals may administer such epinephrine auto-
8 injector to any individual believed in good faith to be experiencing anaphylaxis, if the
9 epinephrine auto-injectors are stored in a locked, secure container and are made available only
10 upon remote authorization by an authorized health care provider after consultation with the
11 authorized health care provider by audio, televideo, or other similar means of electronic
12 communication. Consultation with an authorized health care provider for this purpose shall not be
13 considered the practice of telemedicine or otherwise be construed as violating any law or rule
14 regulating the authorized health care provider's professional practice.

15 **23-6.4-6. Training.** -- An employee, agent, or other individual described in § ~~23-6.5-4~~
16 [23-6.4-4](#) must complete an anaphylaxis training program prior to providing or administering an
17 epinephrine auto-injector made available by an authorized entity. Such training shall be
18 conducted by a nationally recognized organization experienced in training laypersons in
19 emergency health treatment, or an entity or individual approved by the department of health.
20 Training may be conducted online or in person and, at a minimum, shall cover:

- 21 (1) Techniques on how to recognize symptoms of severe allergic reactions, including
22 anaphylaxis;
- 23 (2) Standards and procedures for the storage and administration of an epinephrine auto-
24 injector; and
- 25 (3) Emergency follow-up procedures.

26 The entity that conducts the training shall issue a certificate, on a form developed or
27 approved by the department of health, to each person who successfully completes the anaphylaxis
28 training program.

29 **23-6.4-7. Good Samaritan protections.** -- An authorized entity that possesses and makes
30 available epinephrine auto-injectors and its employees, agents, and other trained individuals; a
31 person who uses an epinephrine auto-injector made available pursuant to § ~~23-6.5-5~~ [23-6.4-5](#); an
32 authorized health care provider who prescribes epinephrine auto-injectors to an authorized entity;
33 and an individual or entity that conducts the training described in § ~~23-6.5-6~~ [23-6.4-6](#), shall not be
34 liable for any civil damages that result from the administration or self-administration of an

1 epinephrine auto-injector; the failure to administer an epinephrine auto-injector; or any other act
2 or omission taken pursuant to this chapter; provided, however, this immunity does not apply to
3 acts or omissions constituting gross negligence or willful or wanton conduct. The administration
4 of an epinephrine auto-injector in accordance with this chapter is not the practice of medicine.
5 This section does not eliminate, limit, or reduce any other immunity or defense that may be
6 available under state law. An entity located in this state shall not be liable for any injuries or
7 related damages that result from the provision or administration of an epinephrine auto-injector
8 by its employees or agents outside of this state if the entity or its employee or agent:

9 (1) Would not have been liable for such injuries or related damages had the provision or
10 administration occurred within this state; or

11 (2) Are not liable for such injuries or related damages under the law of the state in which
12 such provision or administration occurred.

13 SECTION 11. Section 28-9.1-6 of the General Laws in Chapter 28-9.1 entitled
14 "Firefighters' Arbitration" is hereby amended to read as follows:

15 **28-9.1-6. Obligation to bargain.** -- It shall be the obligation of the city or town, acting
16 through its corporate authorities, to meet and confer in good faith with the representative or
17 representatives of the bargaining agent within ten (10) days after receipt of written notice from
18 the bargaining agent of the request for a meeting for collective bargaining purposes. This
19 obligation shall include the duty to cause any agreement resulting from the negotiations to be
20 reduced to a written contract, provided that no contract shall exceed the term of one year, unless a
21 longer period is agreed upon in writing by the corporate authorities and the bargaining agents, but
22 in no event shall the contract exceed the term of three (3) years unless a budget commission or a
23 receiver has been appointed for a municipality or fire district pursuant to chapter 9 of title 45, or
24 if a municipality has a locally administered pension plan in "critical status" and is required to
25 submit a funding improvement plan pursuant to § 45-65-6(2); ~~in~~ In either ~~of which~~ case, the
26 contract shall not exceed the term of five (5) years. An unfair labor practice charge may be
27 complained of by either the employer's representative or the bargaining agent to the state labor
28 relations board which shall deal with the complaint in the manner provided in chapter 7 of this
29 title.

30 SECTION 12. Section 28-9.2-6 of the General Laws in Chapter 28-9.2 entitled
31 "Municipal Police Arbitration" is hereby amended to read as follows:

32 **28-9.2-6. Obligation to bargain.** -- It shall be the obligation of the city or town, acting
33 through its corporate authorities, to meet and confer in good faith with the designated
34 representative or representatives of the bargaining agent, including any legal counsel selected by

1 the bargaining agent, within ten (10) days after receipt of written notice from the bargaining agent
2 of the request for a meeting for collective bargaining purposes. This obligation includes the duty
3 to cause any agreement resulting from the negotiations to be reduced to a written contract,
4 provided that no contract shall exceed the term of one year, unless a longer period is agreed upon
5 in writing by the corporate authorities and the bargaining agent, but in no event shall the contract
6 exceed the term of three (3) years unless a budget commission or a receiver has been appointed
7 for a municipality pursuant to chapter 9 of title 45 or if a municipality has a locally administered
8 pension plan in "critical status" and is required to submit a funding improvement plan pursuant to
9 § 45-65-6(2); ~~in~~ In either ~~of which~~ case, the contract shall not exceed the term of five (5) years.
10 An unfair labor charge may be complained of by either the employer's representative or the
11 bargaining agent to the state labor relations board which shall deal with the complaint in the
12 manner provided in chapter 7 of this title.

13 SECTION 13. Section 28-9.3-4 of the General Laws in Chapter 28-9.3 entitled "Certified
14 School Teachers' Arbitration" is hereby amended to read as follows:

15 **28-9.3-4. Obligation to bargain.** -- It shall be the obligation of the school committee to
16 meet and confer in good faith with the representative or representatives of the negotiating or
17 bargaining agent within ten (10) days after receipt of written notice from the agent of the request
18 for a meeting for negotiating or collective bargaining purposes. This obligation includes the duty
19 to cause any agreement resulting from negotiations or bargaining to be reduced to a written
20 contract; provided, that no contract shall exceed the term of three (3) years unless a budget
21 commission or a receiver has been appointed for a municipality pursuant to chapter 9 of title 45
22 or if a municipality has a locally administered pension plan in "critical status" and is required to
23 submit a funding improvement plan pursuant to § 45-65-6(2); ~~in~~ In either case, the contract shall
24 not exceed the term of five (5) years. An unfair labor practice charge may be complained of by
25 either the bargaining agent or the school committee to the state labor relations board which shall
26 deal with the complaint in the manner provided in chapter 7 of this title.

27 SECTION 14. Section 28-9.4-5 of the General Laws in Chapter 28-9.4 entitled
28 "Municipal Employees' Arbitration" is hereby amended to read as follows:

29 **28-9.4-5. Obligation to bargain.** -- It shall be the obligation of the municipal employer
30 to meet and confer in good faith with the representative or representatives of the negotiating or
31 bargaining agent within ten (10) days after receipt of written notice from the agent of the request
32 for a meeting for negotiating or collective bargaining purposes. This obligation includes the duty
33 to cause any agreement resulting from negotiation or bargaining to be reduced to a written
34 contract; provided, that no contract shall exceed the term of three (3) years unless a budget

1 commission or a receiver has been appointed for a municipality pursuant to chapter 9 of title 45
2 or if a municipality has a locally administered pension plan in "critical status" and is required to
3 submit a funding improvement plan pursuant to § 45-65-6(2). ~~in~~ In either ~~of which~~ case, the
4 contract shall not exceed the term of five (5) years. Failure to negotiate or bargain in good faith
5 may be complained of by either the negotiating or bargaining agent or the municipal employer to
6 the state labor relations board, which shall deal with the complaint in the manner provided in
7 chapter 7 of this title. An unfair labor practice charge may be complained of by either the
8 bargaining agent or employer's representative to the state labor relations board, which shall deal
9 with the complaint in the manner provided in chapter 7 of this title.

10 SECTION 15. Section 28-29-30 of the General Laws in Chapter 28-29 entitled "Workers'
11 Compensation - General Provisions" is hereby amended to read as follows:

12 **28-29-30. Advisory council.** -- (a) There is created a workers' compensation advisory
13 council consisting of sixteen (16) members as follows:

14 (1) The chief judge of the workers' compensation court and one additional judge of the
15 workers' compensation court and one member of the Bar who primarily represents injured
16 workers before the workers' compensation court, both to be selected by the chief judge;

17 (2) The director of business regulation;

18 (3) The director of administration;

19 (4) Three (3) representatives from labor, appointed by the governor, one of whom shall
20 be an injured worker;

21 (5) Three (3) representatives from business, appointed by the governor, one of whom
22 shall be a self-insured employer, and one of whom shall represent cities and towns;

23 (6) One representative from the general public appointed by the governor;

24 (7) The chairperson of the senate labor committee or his or her designee;

25 (8) The chairperson of the house labor committee or his or her designee;

26 (9) The director of labor and training; and

27 (10) The chief executive officer of the workers' compensation insurance fund, or his or
28 her designee.

29 (b) It shall be the duty of the council to advise the governor and the general assembly, on
30 an annual basis, on the administration of the workers' compensation system.

31 SECTION 16. Section 28-33-8 of the General Laws in Chapter 28-33 entitled "Workers'
32 Compensation - Benefits" is hereby amended to read as follows:

33 **28-33-8. Employee's choice of physician, dentist, or hospital – Payment of charges –**
34 **Physician reporting schedule.** -- (a)(1) An injured employee shall initially have freedom of

1 choice to obtain health care, diagnosis, and treatment from any qualified health care provider
2 ~~initially~~. The initial health care provider of record may, without prior approval, refer the injured
3 employee to any qualified specialist for independent consultation or assessment, or specified
4 treatment. If the insurer or self-insured employer has a preferred-provider network approved and
5 kept on record by the medical advisory board, any change by the employee from the initial health
6 care provider of record shall only be to a health care provider listed in the approved preferred-
7 provider network; provided, however, that any contract proffered or maintained that restricts or
8 limits the health care provider's ability to make referrals pursuant to the provisions of this section;
9 restricts the injured employee's first choice of health care provider; substitutes or overrules the
10 treatment protocols maintained by the medical advisory board; or attempts to evade or limit the
11 jurisdiction of the workers' compensation court shall be void as against public policy. If the
12 employee seeks to change to a health care provider not in the approved preferred-provider
13 network, the employee must obtain the approval of the insurer or self-insured employer. Nothing
14 contained in this section shall prevent the treatment, care, or rehabilitation of an employee by
15 more than one physician, dentist, or hospital. The employee's first visit to any facility providing
16 emergency care or to a physician or medical facility under contract with or agreement with the
17 employer or insurer to provide priority care, shall not constitute the employee's initial choice to
18 obtain health care, diagnosis, or treatment.

19 (2) In addition to the treatment of qualified health care providers, the employee shall have
20 the freedom to obtain a rehabilitation evaluation by a rehabilitation counselor certified by the
21 director pursuant to § 28-33-41 in cases where the employee has received compensation for a
22 period of more than three (3) months, and the employer shall pay the reasonable fees incurred by
23 the rehabilitation counselor for the initial assessment.

24 (b) Within three (3) days of an initial visit following an injury, the health care provider
25 shall provide to the insurer or self-insured employer, and the employee and his or her attorney, a
26 notification of compensable injury form to be approved by the administrator of the medical
27 advisory board. Within three (3) days of the injured employee's release or discharge, return to
28 work, and/or recovery from an injury covered by chapters 29 – 38 of this title, the health care
29 provider shall provide a notice of release to the insurer or self-insured employer, and the
30 employee and his or her attorney, on a form approved by the division. A twenty dollar (\$20.00)
31 fee may be charged by the health care provider to the insurer or self-insured employer for the
32 notification of compensable injury forms or notice of release forms or for affidavits filed pursuant
33 to subsection (c) of this section, but only if filed in a timely manner. No claim for care or
34 treatment by a physician, dentist, or hospital chosen by an employee shall be valid and

1 enforceable as against his or her employer, the employer's insurer, or the employee, unless the
2 physician, dentist, or hospital gives written notice of the employee's choice to the
3 employer/insurance carrier within fifteen (15) days after the beginning of the services or
4 treatment. The health care provider shall, in writing, submit to the employer or insurance carrier
5 an itemized bill and report for the services or treatment and a final itemized bill for all unpaid
6 services or treatment within three (3) months after the conclusion of the treatment. The employee
7 shall not be personally liable to pay any physician, dentist, or hospital bills in cases where the
8 physician, dentist, or hospital has forfeited the right to be paid by the employer or insurance
9 carrier because of noncompliance with this section.

10 (c)(1) At six (6) weeks from the date of injury, then every twelve (12) weeks thereafter
11 until maximum medical improvement, any qualified physician or other health care professional
12 providing medical care or treatment to any person for an injury covered by chapters 29 – 38 of
13 this title shall file an itemized bill and an affidavit with the insurer, the employee and his or her
14 attorney, and the medical advisory board. A ten percent (10%) discount may be taken on the
15 itemized bill affidavits not filed in a timely manner and received by the insurer one week or more
16 late. The affidavit shall be on a form designed and provided by the administrator of the medical
17 advisory board and shall state:

18 (i) The type of medical treatment provided to date, including type and frequency of
19 treatment(s);

20 (ii) Anticipated further treatment, including type, frequency, and duration of treatment(s),
21 whether or not maximum medical improvement has been reached, and the anticipated date of
22 discharge;

23 (iii) Whether the employee can return to the former position of employment, or is capable
24 of other work, specifying work restrictions and work capabilities of the employee; (2) The
25 affidavit shall be admissible as an exhibit of the workers' compensation court with or without the
26 appearance of the affiant.

27 (d) "Itemized bill", as referred to in this section, means a completed statement of charges,
28 on a form CMS HCFA 1500, UB 92/94 or other form suitable to the insurer, that includes, but is
29 not limited to, an enumeration of specific types of care provided; facilities or equipment used;
30 services rendered; and appliances or medicines prescribed, for purposes of identifying the
31 treatment given the employee with respect to his or her injury.

32 (e)(1) The treating physician shall furnish to the employee, or to his or her legal
33 representative, a copy of his or her medical report within ten (10) days of the examination date.

34 (2) The treating physician shall notify the employer, and the employee and his or her

1 attorney, immediately when an employee is able to return to full or modified work. (3) There
2 shall be no charge for a health record when that health record is necessary to support any appeal
3 or claim under the Workers' Compensation Act § 23-17-19.1(16). The treating physician shall
4 furnish to the employee, or to his or her legal representative, a medical report, within ten (10)
5 days of the request, stating the diagnosis, disability, loss of use, end result and/or causal
6 relationship of the employee's condition associated with the work related injury. The physician
7 shall be entitled to charge for these services only as enunciated in the State of Rhode Island
8 workers compensation medical fee schedule.

9 (f)(1) Compensation for medical expenses and other services under § 28-33-5, 28-33-7 or
10 28-33-8 is due and payable within twenty-one (21) days from the date a request is made for
11 payment of these expenses by the provider of the medical services. In the event payment is not
12 made within twenty-one (21) days from the date a request is made for payment, the provider of
13 medical services may add, and the insurer or self-insurer shall pay, interest at the per annum rate
14 as provided in § 9-21-10 on the amount due. The employee or the medical provider may file a
15 petition with the administrator of the workers' compensation court which petition shall follow the
16 procedure as authorized in chapter 35 of this title. (2)The twenty-one day (21) period in
17 subdivision (1) of this subsection and in § 28-35-12 shall begin on the date the insurer receives a
18 request with appropriate documentation required to determine whether the claim is compensable
19 and the payment requested is due.

20 SECTION 17. Section 30-30.1-1 of the General Laws in Chapter 30-30.1 entitled
21 "Educational Benefits for Disabled American Veterans" is hereby amended to read as follows:

22 **30-30.1-1. Educational benefits for disabled American veterans.** -- Any veteran who
23 is a permanent resident of this state who submits proof sufficient to establish a veterans' rated ten
24 percent (10%) to one hundred percent (100%) disability by the department of veterans' affairs as a
25 result of military service shall be entitled to take courses at any public institution of higher
26 education in the state without the payment of tuition, exclusive of other fees and charges;
27 provided, however, that any person eligible for financial aid as determined by the institution of
28 higher education shall apply for such financial aid. Any financial aid award received by the
29 applicant shall be applied towards the full amount of tuition that would otherwise have been
30 charged by the public institution of higher education. Students using the tuition waivers for
31 courses and competitive programs shall register at the start of open registration for the applicable
32 semester in accordance with each institution's registration policies. This ~~will include~~ includes
33 priority registration where granted to students with disability status. Use of this waiver for
34 competitive programs does not supersede any existing academic criteria for admission into those

1 programs.

2 SECTION 18. Section 31-5.1-4 of the General Laws in Chapter 31-5.1 entitled
3 "Regulation of Business Practices Among Motor Vehicle Manufacturers, Distributors, and
4 Dealers" is hereby amended to read as follows:

5 **31-5.1-4. Violations.** -- (a) It shall be deemed a violation of this chapter for any
6 manufacturer or motor vehicle dealer to engage in any action that is arbitrary, in bad faith, or
7 unconscionable and that causes damage to any of the parties involved or to the public.

8 (b) It shall be deemed a violation of this chapter for a manufacturer, or officer, agent, or
9 other representative of a manufacturer, to coerce, or attempt to coerce, any motor vehicle dealer:

10 (1) To order or accept delivery of any motor vehicle or vehicles, equipment, parts, or
11 accessories for them, or any other commodity or commodities that the motor vehicle dealer has
12 not voluntarily ordered.

13 (2) To order or accept delivery of any motor vehicle with special features, accessories, or
14 equipment not included in the list price of that motor vehicle as publicly advertised by the
15 manufacturer of the vehicle.

16 (3) To participate monetarily in an advertising campaign or contest, or to purchase any
17 promotional materials, or training materials, showroom, or other display decorations, or materials
18 at the expense of the new motor vehicle dealership.

19 (4) To enter into any agreement with the manufacturer or to do any other act prejudicial
20 to the new motor vehicle dealer by threatening to terminate or cancel a franchise or any
21 contractual agreement existing between the dealer and the manufacturer; except that this
22 subdivision is not intended to preclude the manufacturer or distributor from insisting on
23 compliance with the reasonable terms or provisions of the franchise or other contractual
24 agreement. Notice in good faith to any new motor vehicle dealer of the new motor vehicle
25 dealer's violation of those terms or provisions shall not constitute a violation of the chapter.

26 (5) To refrain from participation in the management of, investment in, or acquisition of
27 any other line of new motor vehicle or related products. This subdivision does not apply unless
28 the new motor vehicle dealer maintains a reasonable line of credit for each make or line of new
29 motor vehicles, the new motor vehicle dealer remains in compliance with any reasonable facilities
30 requirements of the manufacturer; and no change is made in the principal management of the new
31 motor vehicle dealer.

32 (6) To assent to a release, assignment, novation, waiver, or estoppel in connection with
33 the transfer or voluntary termination of a franchise, or that would relieve any person from the
34 liability to be imposed by this law; or to require any controversy between a new motor vehicle

1 dealer and a manufacturer, distributor, or representative to be referred to any person other than
2 the duly constituted courts of this state or of the United States of America, or to the department of
3 revenue of this state, if that referral would be binding upon the new motor vehicle dealer.

4 (7) To order for any person any parts, accessories, equipment, machinery, tools, or any
5 commodities.

6 (c) It shall be deemed a violation of this chapter for a manufacturer, or officer, agent, or
7 other representative:

8 (1) To refuse to deliver in reasonable quantities and within a reasonable time after
9 receipt of the dealer's order, to any motor vehicle dealer having a franchise or contractual
10 arrangement for the retail sale of new motor vehicles sold or distributed by the manufacturer, any
11 motor vehicles covered by the franchise or contract, specifically publicly advertised by the
12 manufacturer to be available for immediate delivery. However, the failure to deliver any motor
13 vehicle shall not be considered a violation of this chapter if that failure is due to an act of God,
14 work stoppage, or delay due to a strike or labor difficulty, shortage of materials, a freight
15 embargo, or other cause over which the manufacturer, distributor, or wholesaler, its agent, shall
16 have no control.

17 (2) To refuse to deliver, or otherwise deny, to any motor vehicle dealer having a
18 franchise or contractual arrangement for the retail sale of new motor vehicles sold or distributed
19 by the manufacturer any particular new motor vehicle model made or distributed by the
20 manufacturer under the name of the division of the manufacturer of which the dealer is an
21 authorized franchise.

22 (3) It shall be deemed a prima facie violation of this chapter for any automotive vehicle
23 division manufacturer to require any separate franchise or contractual arrangement with any new
24 motor vehicle dealer already a party to a franchise or contractual arrangement with that
25 automotive vehicle division for the retail sale of any particular new motor vehicle model made or
26 distributed by that division.

27 (4) To coerce, or attempt to coerce, any motor vehicle dealer to enter into any agreement
28 with the manufacturer, or their officers, agents, or other representatives, or to do any other act
29 prejudicial to the dealer, by threatening to cancel any franchise or any contractual agreement
30 existing between the manufacturer and the dealer. Notice in good faith to any motor vehicle
31 dealer of the dealer's violation of any terms or provisions of the franchise or contractual
32 agreement shall not constitute a violation of this chapter.

33 (5) To resort to or use any false or misleading advertisement in connection with his or
34 her business as a manufacturer, an officer, agent, or other representative.

1 (6) To sell or lease any new motor vehicle to, or through, any new motor vehicle dealer
2 at a lower actual price therefore than the actual price offered to any other new motor vehicle
3 dealer for the same model vehicle similarly equipped or to utilize any device, including, but not
4 limited to, sales promotion plans or programs, that result in a lesser actual price. The provisions
5 of this paragraph shall not apply to sales to a new motor vehicle dealer for resale to any unit of
6 the United States government or to the state or any of its political subdivisions. A manufacturer
7 may not reduce the price of a motor vehicle charged to a dealer or provide different financing
8 terms to a dealer in exchange for the dealer's agreement to:

9 (i) Maintain an exclusive sales or service facility;

10 (ii) Build or alter a sales or service facility; or

11 (iii) Participate in a floor plan or other financing.

12 (7) To sell or lease any new motor vehicle to any person, except a manufacturer's
13 employee, at a lower actual price than the actual price offered and charged to a new motor vehicle
14 dealer for the same model vehicle similarly equipped or to utilize any device which results in a
15 lesser actual price. The provisions of this paragraph shall not apply to sales to a new motor
16 vehicle dealer for resale to any unit of the United States government, or to the state or any of its
17 political subdivisions.

18 (8) To offer in connection with the sale of any new motor vehicle or vehicles, directly or
19 indirectly, to a fleet purchaser, within or without this state, terms, discounts, refunds, or other
20 similar types of inducements to that purchaser without making the same offer or offers available
21 to all of its new motor vehicles dealers in this state. No manufacturer may impose or enforce any
22 restrictions against new motor vehicle dealers in this state or their leasing, rental, or fleet
23 divisions or subsidiaries that are not imposed or enforced against any other direct or indirect
24 purchaser from the manufacturer. The provisions of this paragraph shall not apply to sales to a
25 new motor vehicle dealer for resale to any unit of the United States government, or to the state or
26 any of its political subdivisions.

27 (9) To use or consider the performance of a motor vehicle dealer relating to the sale of
28 the manufacturer's vehicles or the motor vehicle dealer's ability to satisfy any minimum sales or
29 market share quota or responsibility relating to the sale of the manufacturer's new vehicles in
30 determining:

31 (i) The motor vehicle dealer's eligibility to purchase program, certified, or other used
32 motor vehicles from the manufacturer;

33 (ii) The volume, type, or model of program, certified, or other used motor vehicles that a
34 motor vehicle dealer is eligible to purchase from the manufacturer;

1 (iii) The price of any program, certified, or other used motor vehicle that the dealer is
2 eligible to purchase from the manufacturer; or

3 (iv) The availability or amount of any discount, credit, rebate, or sales incentive that the
4 dealer is eligible to receive from the manufacturer for the purchase of any program, certified, or
5 other used motor vehicle offered for sale by the manufacturer.

6 (10) To offer to sell or to sell parts or accessories to any new motor vehicle dealer for
7 use in the dealer's own business for the purpose of repairing or replacing the same parts or
8 accessories or a comparable part or accessory, at a lower actual price than the actual price
9 charged to any other new motor vehicle dealer for similar parts or accessories to use in the
10 dealer's own business. In those cases where new motor vehicle dealers operate or serve as
11 wholesalers of parts and accessories to retail outlets, these provisions shall be construed to
12 prevent a manufacturer, or its agents, from selling to a new motor vehicle dealer who operates
13 and services as a wholesaler of parts and accessories, any parts and accessories that may be
14 ordered by that new motor vehicle dealer for resale to retail outlets at a lower actual price than the
15 actual price charged a new motor vehicle dealer who does not operate or serve as a wholesaler of
16 parts and accessories.

17 (11) To prevent, or attempt to prevent, by contract or otherwise, any new motor vehicle
18 dealer from changing the capital structure of his or her dealership or the means by which, or
19 through which the dealer finances the operation of his or her dealership. However, the new motor
20 vehicle dealer shall at all times meet any reasonable capital standards agreed to between the
21 dealership and the manufacturer, provided that any change in the capital structure by the new
22 motor vehicle dealer does not result in a change in the executive management control of the
23 dealership.

24 (12) To prevent, or attempt to prevent, by contract or otherwise, any new motor vehicle
25 dealer, or any officer, partner, or stockholder of any new motor vehicle dealer, from selling or
26 transferring any part of the interest of any of them to any other person or persons or party or
27 parties. Provided, however, that no dealer, officer, partner, or stockholder shall have the right to
28 sell, transfer, or assign the franchise or power of management or control without the consent of
29 the manufacturer, except that the consent shall not be unreasonably withheld.

30 (13) To obtain money, goods, services, anything of value, or any other benefit from any
31 other person with whom the new motor vehicle dealer does business, on account of, or in relation
32 to, the transactions between the dealer and that other person, unless that benefit is promptly
33 accounted for and transmitted to the new motor vehicle dealer.

34 (14) To compete with a new motor vehicle dealer operating under an agreement or

1 franchise from the manufacturer in the state of Rhode Island, through the ownership, operation, or
2 control of any new motor vehicle dealers in this state, or by participation in the ownership,
3 operation, or control of any new motor vehicle dealer in this state. A manufacturer shall not be
4 deemed to be competing when operating, controlling, or owning a dealership, either temporarily
5 for a reasonable period, but in any case not to exceed one year, which one-year (1) period may be
6 extended for a one-time, additional period of up to six (6) months upon application to, and
7 approval by, the motor vehicle dealers license and hearing board, which approval shall be subject
8 to the manufacturer demonstrating the need for this extension, and with other new motor vehicle
9 dealers of the same line making or make being given notice and an opportunity to be heard in
10 connection with said application, or in a bona fide relationship in which an independent person
11 had made a significant investment subject to loss in the dealership and can reasonably expect to
12 acquire full ownership of the dealership on reasonable terms and conditions within a reasonable
13 period of time.

14 (15) To refuse to disclose to any new motor vehicle dealer, handling the same line or
15 make, the manner and mode of distribution of that line or make within the relevant market area.

16 (16) To increase prices of new motor vehicles that the new motor vehicle dealer had
17 ordered for private retail consumers prior to the new motor vehicle dealer's receipt of the written,
18 official price increase notification. A sales contract signed by a private retail consumer shall
19 constitute evidence of an order, provided that the vehicle is in fact delivered to that customer. In
20 the event of manufacturer price reductions or cash rebates paid to the new motor vehicle dealer,
21 the amount of any reduction or rebate received by a new motor vehicle dealer shall be passed on
22 to the private retail consumer by the new motor vehicle dealer. Price reductions shall apply to all
23 vehicles in the dealer's inventory that were subject to the price reduction. Price differences
24 applicable to new model or series motor vehicles at the time of the introduction of new models or
25 series shall not be considered a price increase or price decrease. Price changes caused by either:
26 (i) The addition to a motor vehicle of required or optional equipment; (ii) Revaluation of the
27 United States dollar, in the case of foreign-make vehicles or components; or (iii) An increase in
28 transportation charges due to increased rates imposed by common carriers, shall not be subject to
29 the provisions of this subdivision.

30 (17) To release to any outside party, except under subpoena or as otherwise required by
31 law, or in an administrative, judicial, or arbitration proceeding involving the manufacturer or new
32 motor vehicle dealer, any business, financial, or personal information that may be, from time to
33 time, provided by the new motor vehicle dealer to the manufacturer, without the express written
34 consent of the new motor vehicle dealer.

1 (18) To unfairly discriminate among its new motor vehicle dealers with respect to
2 warranty reimbursement, or any program that provides assistance to its dealers, including internet
3 listings; sales leads; warranty policy adjustments; marketing programs; and dealer recognition
4 programs.

5 (19) To unreasonably withhold consent to the sale, transfer, or exchange of the franchise
6 to a qualified buyer capable of being licensed as a new motor vehicle dealer in this state.

7 (20) To fail to respond, in writing, to a request for consent as specified in subdivision
8 (19) of this subsection within sixty (60) days of the receipt of a written request on the forms, if
9 any, generally utilized by the manufacturer or distributor for those purposes and containing the
10 information required therein. The failure to respond shall be deemed to be a consent to the
11 request. A manufacturer may not impose a condition on the approval of a sale, transfer, or
12 exchange of the franchise if the condition would violate the provisions of this chapter if imposed
13 on an existing dealer.

14 (21) To unfairly prevent a new motor vehicle dealer from receiving fair and reasonable
15 compensation for the value of the new motor vehicle dealership.

16 (22) To require that a new motor vehicle dealer execute a written franchise agreement
17 that does not contain substantially the same provisions as the franchise agreement being offered
18 to other new motor vehicle dealers handling the same line or make. In no instance shall the term
19 of any franchise agreement be of a duration of less than three (3) years.

20 (23) To require that a new motor vehicle dealer provide exclusive facilities, personnel, or
21 display space taking into consideration changing market conditions, or that a dealer execute a site
22 control agreement giving a manufacturer control over the dealer's facilities.

23 (24) To require that a dealer expand facilities without a guarantee of a sufficient supply
24 of new motor vehicles to justify that expansion or to require that a dealer expand facilities to a
25 greater degree than is necessary to sell and service the number of vehicles that the dealer sold and
26 serviced in the most recent calendar year.

27 (25) To prevent a dealer from adjusting his or her facilities to permit a relocation of
28 office space, showroom space, and service facilities so long as the relocation is within five
29 hundred (500) yards of the present location.

30 (26) To engage in any predatory practice against a new motor vehicle dealer.

31 (27) To prevent, prohibit, or coerce any new motor vehicle dealer from charging any
32 consumer any fee allowed to be charged by the dealer under Rhode Island law or regulation
33 except as related to eligible participants under a military discount program in which the dealer
34 voluntarily participates and receives financial compensation from the manufacturer or distributor,

1 to the extent that such a program is not offered to the general public.

2 (d) It shall be a violation of this chapter for a manufacturer to terminate, cancel, or fail to
3 renew the franchise of a new motor vehicle dealer except as provided in this subsection:

4 (1) Notwithstanding the terms, provisions, or conditions of any franchise, whether
5 entered into before or after the enactment of this chapter or any of its provisions, or
6 notwithstanding the terms or provisions of any waiver, whether entered into before or after the
7 enactment of this chapter or any of its provisions, no manufacturer shall cancel, terminate, or fail
8 to renew any franchise with a licensed new motor vehicle dealer unless the manufacturer has:

9 (i) Satisfied the notice requirement of this subsection;

10 (ii) Has good cause for the cancellation, termination, or nonrenewal;

11 (iii) Has not committed any violations set forth in subsection (b) of this section; and

12 (iv) Has acted in good faith as defined in this chapter and has complied with all
13 provisions of this chapter.

14 (2) Notwithstanding the terms, provisions, or conditions of any franchise or the terms or
15 provisions of any waiver, good cause shall exist for the purposes of a termination, cancellation, or
16 nonrenewal when:

17 (i) There is a failure by the new motor vehicle dealer to comply with a provision of the
18 franchise, which provision is both reasonable and of material significance to the franchise
19 relationship, provided that the dealer has been notified, in writing, of the failure within one
20 hundred eighty (180) days after the manufacturer first acquired knowledge of that failure;

21 (ii) If the failure by the new motor vehicle dealer, as provided in paragraph (i) of this
22 subdivision, relates to the performance of the new motor vehicle dealer in sales or service, then
23 good cause shall be defined as the failure of the new motor vehicle dealer to comply with
24 reasonable performance criteria established by the manufacturer if the new motor vehicle dealer
25 was apprised by the manufacturer, in writing, of that failure; and:

26 (A) The notification stated that notice was provided of failure of performance pursuant to
27 paragraph (i) of this subdivision;

28 (B) The new motor vehicle dealer was afforded a reasonable opportunity, for a period of
29 not less than six (6) months, to comply with those criteria; and

30 (C) The new motor vehicle dealer did not demonstrate substantial progress towards
31 compliance with the manufacturer's performance criteria during that period.

32 (3) The manufacturer shall have the burden of proof for showing that the notice
33 requirements have been complied with; that there was good cause for the franchise termination;
34 cancellation or nonrenewal; and that the manufacturer has acted in good faith.

1 (i) Notwithstanding the terms, provisions, or conditions of any franchise, prior to the
2 termination, cancellation, or nonrenewal of any franchise, the manufacturer shall furnish
3 notification of the termination, cancellation, or nonrenewal to the new motor vehicle dealer as
4 follows:

5 (A) In the manner described in paragraph (ii) of this subdivision; and

6 (B) Not fewer than ninety (90) days prior to the effective date of the termination,
7 cancellation, or nonrenewal; or

8 (C) Not fewer than fifteen (15) days prior to the effective date of the termination,
9 cancellation, or nonrenewal for any of the following reasons:

10 (I) Insolvency of the new motor vehicle dealer, or the filing of any petition by, or
11 against, the new motor vehicle dealer under any bankruptcy or receivership law;

12 (II) Failure of the new motor vehicle dealer to conduct his customary sales and service
13 operations during his or her customary business hours for seven (7) consecutive business days;

14 (III) Final conviction of the new motor vehicle dealer, or any owner or operator of the
15 dealership, of a crime which is associated with or related to, the operation of the dealership;

16 (IV) Revocation of any license that the new motor vehicle dealer is required to have to
17 operate a dealership; or

18 (D) Not fewer than one hundred eighty (180) days prior to the effective date of the
19 termination or cancellation where the manufacturer or distributor is discontinuing the sale of the
20 product line.

21 (ii) Notification under this subsection shall be in writing, shall be by certified mail or
22 personally delivered to the new motor vehicle dealer, and shall contain:

23 (A) A statement of intention to terminate, cancel, or not to renew the franchise;

24 (B) A statement of the reasons for the termination, cancellation, or nonrenewal; and

25 (C) The date on which the termination, cancellation, or nonrenewal shall take effect.

26 (iii) Upon the involuntary or voluntary termination, nonrenewal, or cancellation of any
27 franchise, by either the manufacturer or the new motor vehicle dealer, notwithstanding the terms
28 of any franchise whether entered into before or after the enactment of this chapter or any of its
29 provisions, the new motor vehicle dealer shall be allowed fair and reasonable compensation by
30 the manufacturer for the following:

31 (A) The new motor vehicle dealer's cost, less allowances paid by the manufacturer, of
32 each new, undamaged, unsold, and unaltered, except for dealer-installed, manufacturer-authorized
33 accessories, motor vehicle, regardless of model year purchased from the manufacturer or another
34 dealer of the same line ~~make~~ or make in the ordinary course of business within twenty-four (24)

1 months of termination, having five hundred (500) or fewer miles recorded on the odometer that is
2 in the new motor vehicle dealer's inventory at the time of termination, nonrenewal, or
3 cancellation.

4 (B) The new motor vehicle dealer's cost of each new, unused, undamaged, and unsold
5 part or accessory that is in the current parts catalogue, or is identical to a part or accessory in the
6 current parts catalogue except for the number assigned to the part or accessory due to a change in
7 the number after the purchase of the part or accessory, and that is still in the original, resalable
8 merchandising package and in an unbroken lot, except that, in the case of sheet metal, a
9 comparable substitute for the original package may be used.

10 (C) The fair market value of each undamaged sign, normal wear and tear excepted,
11 owned by the dealer that bears a trademark or trade name used or claimed by the manufacturer
12 that was purchased as a requirement of the manufacturer.

13 (D) The fair market value of all special tools, and automotive services equipment owned
14 by the dealer that: (I) Were recommended in writing and designated as special tools and
15 equipment; (II) Were purchased as a requirement of the manufacturer; and (III) Are in usable and
16 good condition except for reasonable wear and tear.

17 (E) The cost of transporting, handling, packing, storing, and loading any property that is
18 subject to repurchase under this section.

19 (F) The payments above are due within sixty (60) days from the date the dealer submits
20 an accounting to the manufacturer of the vehicle inventory subject to repurchase, and for other
21 items within sixty (60) days from the date the dealer submits an accounting of the other items
22 subject to repurchase, provided, the new motor vehicle dealer has clear title (or will have clear
23 title upon using the repurchase funds to obtain clear title) to the inventory and other items and is
24 in a position to convey that title to the manufacturer. If the inventory or other items are subject to
25 a security interest, the manufacturer, wholesaler, or franchisor may make payment jointly to the
26 dealer and the holder of the security interest. In no event shall the payments be made later than
27 ninety (90) days of the effective date of the termination, cancellation, or nonrenewal.

28 (iv) In the event the termination, cancellation, or nonrenewal is involuntary and not
29 pursuant to subsection (3)(i)(C) of this section and:

30 (A) The new motor vehicle dealer is leasing the dealership facilities from a lessor other
31 than the manufacturer, the manufacturer shall pay the new motor vehicle dealer a sum equivalent
32 to the rent for the unexpired term of the lease or (2) two year's rent, whichever is less; or

33 (B) If the new motor vehicle dealer owns the facilities, the manufacturer shall pay the
34 new motor vehicle dealer a sum equivalent to the reasonable rental value of the facilities for two

1 (2) years; if:

2 (I) The new motor vehicle dealer is unable to reasonably utilize the facilities for another
3 purpose;

4 (II) The new motor vehicle dealer, or the manufacturer acting as its agent, is unable to
5 make arrangements for the cancellation or assumption of its lease obligations by another party in
6 the case of leased facilities, or is unable to sell dealer-owned facilities; and

7 (III) Only to the extent those facilities were required as a condition of the franchise and
8 used to conduct sales and service operations related to the franchise product.

9 (v) In addition to any injunctive relief and any other damages allowable by this chapter,
10 if the manufacturer is discontinuing the product line or fails to prove that there was good cause
11 for the termination, cancellation, or nonrenewal, or if the manufacturer fails to prove that the
12 manufacturer acted in good faith, then the manufacturer shall pay the new motor vehicle dealer
13 fair and reasonable compensation for the value of the dealership as an ongoing business.

14 In addition to the other compensation described in paragraphs (iii) and (iv) above and in
15 this section, the manufacturer shall also reimburse the dealer for any costs incurred for facility
16 upgrades or alterations required by the manufacturer within two (2) years of the effective date of
17 the termination.

18 (vi) If a manufacturer is discontinuing the product line and thus, as a result a franchise
19 for the sale of motor vehicles is subject to termination, cancellation, or nonrenewal, the
20 manufacturer shall:

21 (A) Authorize the dealer, at the dealer's option, that remains a franchised dealer of the
22 manufacturer regardless of the discontinuation of a product line, to continue servicing and
23 supplying parts (without prejudice to the right of the manufacturer to also authorize other
24 franchised dealers to provide service and parts for a discontinued product line), including services
25 and parts pursuant to a warranty issued by the manufacturer for any goods or services marketed
26 by the dealer pursuant to the motor vehicle franchise for a period of not less than five (5) years
27 from the effective date of the termination, cancellation, or nonrenewal;

28 (B) Continue to reimburse the dealer that remains a franchised dealer of the
29 manufacturer regardless of the discontinuation of a product line or another franchised dealer of
30 the manufacturer in the area for warranty parts and service in an amount, and on terms not less
31 favorable than, those in effect prior to the termination, cancellation, or nonrenewal;

32 (C) The manufacturer shall continue to supply the dealer that remains a franchised dealer
33 of the manufacturer regardless of the discontinuation of a product line or another franchised
34 dealer of the manufacturer in the area with replacement parts for any goods or services marketed

1 by the dealer pursuant to the franchise agreement for a period of not less than five (5) years from
2 the effective date of the termination, cancellation, or nonrenewal, at a price, and on terms not less
3 favorable than, those in effect prior to the termination, cancellation, or nonrenewal;

4 (vii) The requirements of this section do not apply to a termination, cancellation, or
5 nonrenewal due to the sale of the assets or stock of the motor vehicle dealer.

6 (D) To be entitled to facilities assistance from the manufacturer as described above, the
7 dealer shall have the obligation to mitigate damages by listing the dealership facilities for lease or
8 sublease with a licensed real estate agent within thirty (30) days after the effective date of the
9 termination of the franchise and thereafter be reasonably cooperating with such real estate agent
10 in the performance of the agent's duties and responsibilities. If the dealer is able to lease or
11 sublease the dealership facilities on terms that are consistent with local zoning requirements to
12 preserve the right to sell motor vehicles from the dealership facilities and the terms of the dealer's
13 lease, the dealer shall be obligated to pay the manufacturer the net revenue received from such
14 mitigation, but only following receipt of facilities assistance payments pursuant to this chapter,
15 and only up to the total amount of facilities assistance payments that the dealer has received.

16 (e) It shall be deemed a violation of this chapter for a motor vehicle dealer:

17 (1) To require a purchaser of a new motor vehicle, as a condition of the sale and delivery
18 thereof, to also purchase special features, equipment, parts, or accessories not desired or
19 requested by the purchaser. This prohibition shall not apply as to special features, equipment,
20 parts, or accessories that are already installed on the car before sale by the dealer.

21 (2) To represent and sell as a new motor vehicle any motor vehicle that is a used motor
22 vehicle.

23 (3) To resort to or use any false or misleading advertisement in connection with his or
24 her business as a motor vehicle dealer.

25 (4) To engage in any deception or fraudulent practice in the repair of motor vehicles.

26 SECTION 19. Section 31-44-3 of the General Laws in Chapter 31-44 entitled "Mobile
27 and Manufactured Homes" is hereby amended to read as follows:

28 **31-44-3. Rules and regulations.** -- The following requirements and restrictions shall
29 apply to all mobile and manufactured home parks:

30 (1) A mobile and manufactured home park licensee shall promulgate reasonable rules
31 and regulations that shall specify standards for mobile and manufactured homes in the park, entry
32 requirements, and rules governing the rental or occupancy of a mobile-and manufactured-home
33 lot and mobile and manufactured-home park;

34 (2) Current rules and regulations promulgated by a mobile-and manufactured-home park

1 licensee shall be delivered by the licensee to a prospective resident prior to entering into a rental
2 agreement, and to the resident(s) as soon as promulgated and whenever revised. A copy of the
3 rules and regulations shall be filed with the director and posted in a conspicuous place in the
4 mobile-and manufactured-home park;

5 (3) Any rule or change in rent that does not apply uniformly to all mobile and
6 manufactured home residents of a similar class shall create a rebuttable presumption that the rule
7 or change in rent is unreasonable;

8 (4) (i) A mobile-and manufactured-home park licensee shall not impose any conditions
9 of rental or occupancy that restricts the mobile and manufactured home owner in his or her choice
10 of a seller of fuel, furnishings, goods, services, accessories, or other utilities connected with the
11 rental or occupancy of a mobile-and manufactured-home lot;

12 (ii) The licensee who purchases electricity or gas (natural, manufactured, or similar
13 gaseous substance) from any public utility or municipally owned utility or who purchases water
14 from a water system for the purpose of supplying or reselling the electricity, ~~or~~ gas or water to
15 any other person to whom he leases, lets, rents, subleases, sublets, or subrents the premises upon
16 which the electricity, gas, or water is to be used, shall not charge, demand, or receive directly or
17 indirectly, any amount for the resale of any electricity, gas, or water greater than that amount
18 charged by the public utility or municipally owned utility from which the electricity or gas was
19 purchased or by the public water system from which the water was purchased;

20 (iii) However, if the licensee incurs costs in bringing the utility service to individual
21 units, or in utilizing individual meters, or in some similar cost, the licensee will be entitled to a
22 return for the investment;

23 (iv) The park operator shall post in a conspicuous place the prevailing utility rate
24 schedule as published by the serving utility;

25 (5) If any mobile-and manufactured-home park licensee adds, changes, deletes, or
26 amends any rule governing the rental or occupancy of a mobile-and manufactured-home lot in a
27 mobile-and manufactured-home park, a new copy of all those rules shall be furnished to all
28 mobile-and manufactured-home residents in the park, and filed with the department for its
29 review, recommendations, and recording for future reference at least forty-five (45) days prior to
30 the effective date of the addition, change, deletion, or amendment. The new copy furnished to the
31 resident shall be signed by both the mobile-and manufactured-home park owner and the mobile-
32 and manufactured-home park resident. Any mobile park resident who believes the rule change is
33 in violation of the chapter, may file a complaint with the director in accordance with § 31-44-17.
34 The complaint shall be filed within twenty (20) days of receipt of written notice of the change.

1 The complaint shall specify the rule in dispute and contain the basis by which the change violates
2 this chapter;

3 (6) If any mobile-and manufactured-home park licensee changes the rent or fees
4 associated with a mobile-and manufactured-home lot, notice of the change shall be given to the
5 mobile-and manufactured-home resident at least sixty (60) days prior to the effective date of the
6 change. Any mobile park resident who believes that the rule change is in violation of this chapter,
7 may file a complaint with the director in accordance with § 31-44-17. The complaint shall be
8 filed within twenty (20) days after receipt of written notice of the change. The complaint shall
9 specify the basis by which the change violates this chapter;

10 (7) The owners of individual mobile and manufactured homes shall be entitled to have as
11 many occupants in their homes as is consistent with the number of bedrooms and/or bed spaces
12 certified by the manufacturer; provided that the occupancy does not violate any provision of the
13 general laws or other municipal regulations. All bedrooms shall consist of a minimum of fifty
14 (50) square feet of floor area and bedrooms designed and certified for two (2) or more people
15 shall consist of seventy (70) square feet of floor area plus fifty (50) square feet for each person in
16 excess of two (2). If there is sufficient bed space, according to the criteria set forth in this
17 subdivision, additional rent or charges may not be imposed by a park owner or manager for any
18 person or persons moving in with current resident owners of a mobile and manufactured home;

19 (8) A prospective resident shall not be charged an entrance fee for the privilege of
20 leasing or occupying a mobile-and manufactured-home lot, except as provided in § 31-44-4;
21 provided, that when a mobile and manufactured home is transported onto the mobile-and
22 manufactured-home park, an entrance fee may be charged. However, if the park owner received a
23 commission for the sale of the mobile and manufactured home, no entrance fee shall be charged.
24 A reasonable charge for the fair value of the owner's cost in obtaining, preparing, and maintaining
25 a lot, or for the fair value of services performed in placing a mobile and manufactured home on a
26 lot, shall not be considered an entrance fee, but shall be deemed a hook-up fee or maintenance fee
27 and shall be detailed in the fee schedule. No tenant, or person seeking space in a mobile-and
28 manufactured-housing park, shall be required to purchase manufactured housing from any
29 particular person unless the person designated is the park owner or operator and the requirement
30 is imposed only in connection with the initial leasing or renting of a newly-constructed lot or
31 space not previously leased or rented to any other person. A resident may remove and replace a
32 mobile and manufactured home; provided, that the resident shall install the mobile and
33 manufactured home in accordance with present park standards regarding structural requirements
34 and aesthetic maintenance in the mobile-and manufactured-home park where the replacement

1 occurs, and in accordance with minimum standards for mobile and manufactured homes
2 established by the United States Department of Housing and Urban Development. No fee shall be
3 charged by the licensee to residents as a result of the resident's installation of cable television;

4 (9) Prior to signing a lease, a licensee shall ~~dispose~~ disclose, in writing, to the
5 prospective resident:

6 (i) The rental for the space or lot; and

7 (ii) Any charges, including service charges, imposed by the licensee. The licensee shall
8 ~~dispose~~ disclose the rent and charges that were in effect during the three (3) preceding years, or
9 the period during which the licensee has operated the mobile home park, whichever is shorter;

10 (10) A copy of the fee schedule shall be filed with the commission and posted in a
11 conspicuous place in the mobile-and manufactured-home park; and

12 (11) (i) A resident shall not be charged a fee for keeping a pet in a mobile-and
13 manufactured-home park unless the park owner or management actually provides special
14 facilities or services for pets. If special pet facilities are maintained by the park owner or
15 management, the fee charged shall reasonably relate to the cost of maintenance of the facilities or
16 services and the number of pets kept in the park.;

17 (ii) If the park owner or management of a mobile-and manufactured-home park
18 implements a rule or regulation prohibiting residents from keeping pets in the park, the new rule
19 or regulation shall not apply to prohibit the residents from continuing to keep the pets currently in
20 the park if the pet otherwise conforms with the previous park rules or regulations relating to pets.
21 However, if the pet dies, the resident shall have the right to replace the pet.;

22 (iii) Any rule or regulation prohibiting residents from keeping pets in a mobile-and
23 manufactured-home park shall not apply to guide, signal, or service animals.;

24 (12) Any board or commission vested with governing powers over a mobile-or
25 manufactured-home community, including resident-owned and nonresident-owned mobile home
26 park resident associations, shall establish and/or adhere to fair and impartial written guidelines
27 and bylaws for conducting elections that have been provided to all residents of the mobile home
28 park at least forty-five (45) days prior to any election. The written guidelines and bylaws shall
29 ensure transparency in the election process with reasonable and meaningful notice to, and
30 participation of, all residents. The department is authorized to promulgate rules and regulations
31 necessary to implement this subsection.

32 SECTION 20. Section 31-44.2-8 of the General Laws in Chapter 31-44.2 entitled
33 "Abandoned Mobile and Manufactured Home Act" is hereby amended to read as follows:

34 **31-44.2-8. Notices and complaint forms.** -- (a) A notice in substantially the following

1 language shall suffice for the purpose of giving an owner notice of removal of an abandoned
2 mobile or manufactured home pursuant to chapter 44.2 of title 31:

3 THIRTY-DAY NOTICE FOR REMOVAL OF MOBILE OR MANUFACTURED HOME

4 Date of Notice: _____ You are notified that a certain mobile or manufactured
5 home (describe mobile home in terms of size, color, make, and model, if known) located at (give
6 address or describe location) meets the definition of an abandoned mobile or manufactured home
7 within the meaning of the "Abandoned Mobile or Manufactured Home Act" pursuant to chapter
8 44.2 of title 31. Unless all delinquent taxes (including penalty and interest) are paid, and electric,
9 water, and waste service are restored to this mobile or manufactured home within thirty (30) days
10 of the date of this notice, the plaintiff shall remove and dispose of the mobile or manufactured
11 home, and it shall be disposed of or sold at public auction free and clear of any existing liens.

12 _____ Signature of plaintiff

13 I certify that I placed in regular U.S. mail first class postage prepaid, a copy of this notice
14 addressed to the ~~plaintiff~~ defendant on the _____ day of _____ 20_____.

15 (b) A complaint in substantially the following language shall suffice for the purpose of
16 commencing removal of an abandoned mobile or manufactured home pursuant to chapter 44.2 of
17 title 31:

18 State of Rhode Island and Providence Plantations , Sc. DISTRICT COURT
19 _____ DIVISION

20 PLAINTIFF DEFENDANT
21 (Landowner/Licensee/Municipality Name) V (Mobile or Manufactured Homeowner Name)
22 _____
23 _____
24 _____

25 (Address) (Address of premises on which abandoned mobile or manufactured home is located)

26 COMPLAINT FOR REMOVAL OF ABANDONED MOBILE OR MANUFACTURED HOME
27 chapter 44.2 of title 31.

28 (1) Plaintiff is the landowner/licensee/municipality in which defendant's/owner's mobile or
29 manufactured home is situated.

30 (2) The mobile or manufactured home meets the definition of abandoned mobile or manufacturer
31 home as set forth in § ~~31-44.2-2(4)~~ 31-44.2-2(3) in the following manner.

32 CHECK ONE OR ALL THAT APPLY

33 Defendant's mobile or manufactured home is:

34 _____ Not connected to electricity or not connected to a source of safe potable water supply

1 sufficient for normal residential needs, or both; or
2 _____ Not connected to an adequate wastewater disposal system; or
3 _____ Unoccupied for a period of at least one hundred twenty (120) days and for which there
4 is clear and convincing evidence that the occupant does not intend to return; or
5 _____ So damaged, decayed, dilapidated, unsanitary, unsafe or vermin infested that it creates
6 a hazard to the health and safety of the occupants or the public.

7 (3) Plaintiff seeks judgment for removal of defendant's mobile or manufactured home. If you do
8 not remedy this situation within thirty (30) days your mobile or manufactured home will be
9 removed without further notice on _____ (date), which must not be less than thirty-one
10 (31) days from the date of mailing this notice. Plaintiff seeks costs and fees (if applicable).

11 _____

12 Signature of landowner/licensee/municipality

13 I certify that I placed in regular U.S. mail first class postage prepaid, a copy of this notice,
14 addressed to defendant on the _____ day of _____ 20_____.

15 _____

16 [Signature of landowner/licensee/municipality](#)

17 SECTION 21 Section 34-18.2-6 of the General Laws in Chapter 34-18.2 entitled "Leased
18 Land Dwellings" is hereby amended to read as follows:

19 **34-18.2-6. Leased land exempt.** -- The provisions of §§ 34-18-2.4 and 34-18-2.5 of this
20 chapter shall not apply to any landowner who holds a recreation facility license under chapter 21
21 of title 23, or a trailer park or campground license issued by the municipality in which it is
22 located ~~on~~ or leased land ~~which~~ that is leased to at least ninety percent (90%) of the homeowners
23 on a seasonal basis.

24 SECTION 22. Section 34-25.2-6 of the General Laws in Chapter 34-25.2 entitled "Rhode
25 Island Home Loan Protection Act" is hereby amended to read as follows:

26 **34-25.2-6. Limitations and prohibited practices regarding high-cost home loans.** -- A
27 high-cost home loan shall be subject to the following additional limitations and prohibited
28 practices:

29 (a) In connection with a high-cost home loan, no creditor shall directly or indirectly
30 finance any points or fees which total is greater than five percent (5%) ~~of~~ or the total loan amount
31 of eight hundred dollars (\$800) whichever is greater.

32 (b) No prepayment fees or penalties shall be included in the loan documents for a high-
33 cost home loan.

34 (c) No high-cost home loan may contain a scheduled payment that is more than twice as

1 large as the average of earlier scheduled payments. This provision does not apply when the
2 payment schedule is adjusted to the seasonal or irregular income of the borrower.

3 (d) No high-cost home loan may include payment terms under which the outstanding
4 principal balance or accrued interest will increase at any time over the course of the loan because
5 the regularly scheduled periodic payments do not cover the full amount of interest due.

6 (e) No high-cost home loan may contain a provision that increases the interest rate after
7 default. This provision does not apply to interest rate changes in a variable rate loan otherwise
8 consistent with the provisions of the loan documents, provided the change in the interest rate is
9 not triggered by the event of default or the acceleration of the indebtedness.

10 (f) No high-cost home loan may include terms under which more than two (2) periodic
11 payments required under the loan are consolidated and paid in advance from the loan proceeds
12 provided to the borrower.

13 (g) A creditor may not make a high-cost home loan without first receiving certification
14 from a counselor with a third-party nonprofit organization approved by the United States
15 Department of Housing and Urban Development that the borrower has received counseling on the
16 advisability of the loan transaction.

17 (h) A high-cost home loan shall not be extended to a borrower unless a reasonable
18 creditor would believe at the time the loan is closed that one or more of the borrowers will be able
19 to make the scheduled payments associated with the loan based upon a consideration of his or her
20 current and expected income, current obligations, employment status, and other financial
21 resources, other than the borrower's equity in the collateral that secures the repayment of the loan.
22 There is a rebuttable presumption that the borrower is able to make the scheduled payments to
23 repay the obligation if, at the time the loan is consummated, said borrower's total monthly debts,
24 including amounts under the loan, do not exceed fifty percent (50%) of said borrower's monthly
25 gross income as verified by tax returns, payroll receipts, and other third-party income verification.

26 (i) A creditor may not pay a contractor under a home-improvement contract from the
27 proceeds of a high-cost home loan, unless:

28 (1) ~~the~~ The creditor is presented with a signed and dated completion certificate showing
29 that the home improvements have been completed; and

30 (2) ~~the~~ The instrument is payable to the borrower or jointly to the borrower and the
31 contractor, or, at the election of the borrower, through a third-party escrow agent in accordance
32 with terms established in a written agreement signed by the borrower, the creditor, and the
33 contractor prior to the disbursement.

34 (j) A creditor may not charge a borrower any fees or other charges to modify, renew,

1 extend, or amend a high-cost home loan or to defer any payment due under the terms of a high-
2 cost home loan.

3 (k) A creditor shall not make available a high-cost home loan that provides for a late
4 payment fee except as follows:

5 (1) The late payment fee shall not be in excess of three percent (3%) of the amount of the
6 payment past due.

7 (2) The late payment fee shall only be assessed for a payment past due for fifteen (15)
8 days or more or ten (10) days or more in cases of bi-weekly mortgage payment arrangement.

9 (3) The late payment fee shall not be imposed more than once with respect to a single
10 late payment. If a late payment fee is deducted from a payment made on the loan, and the
11 deduction causes a subsequent default on a subsequent payment, no late payment fee may be
12 imposed for the default.

13 (4) A creditor shall treat each payment as posted on the same business day as it was
14 received.

15 (l) All high-cost home loan documents that create a debt or pledge property as collateral
16 shall contain the following notice on the first page in a conspicuous manner: "Notice: This a high-
17 cost home loan subject to special rules under state law. Purchasers or assignees of this high-cost
18 home loan may be liable for all claims and defenses by the borrower with respect to the home
19 loan."

20 SECTION 23. Section 34-27-7 of the General Laws in Chapter 34-27 entitled "Mortgage
21 Foreclosure and Sale" is hereby amended to read as follows:

22 **34-27-7. Notice to tenants of foreclosure sale.** -- (a) The mortgagee shall provide to
23 each bona fide tenant a written notice: (1) Stating that the real estate is scheduled to be sold at
24 foreclosure; (2) Stating the date, time, and place initially scheduled for the sale; (3) Informing of
25 the availability and advisability of counseling and information services; (4) Providing the address
26 and telephone number of the Rhode Island housing help center and the United Way 2-1-1 center;
27 (5) Reminding the recipient to continue paying rent to the landlord until the foreclosure sale
28 occurs; and (6) Stating that this notice is not an eviction notice. The notice shall be mailed by
29 first-class mail at least one business day prior to the first publication of the notice required by §
30 ~~34-27-7~~ [34-27-4](#). A form of written notice meeting the requirements of this section shall be
31 promulgated by the department of business regulation for use by mortgagees no later than sixty
32 (60) days after the effective date of this section. The notice may be addressed to "Occupant" and
33 mailed to each dwelling unit of the real estate identified in the application for the loan secured by
34 the mortgage being foreclosed. Failure of the mortgagee to provide notice as provided herein

1 shall not affect the validity of the foreclosure.

2 (b) For purposes of this section, a lease or tenancy shall be considered bona fide only if:

3 (1) The mortgagor, or the child, spouse, or parent of the mortgagor, under the contract is
4 not the tenant;

5 (2) The lease or tenancy was the result of an arms-length transaction; and

6 (3) The lease or tenancy requires the receipt of rent that is not substantially less than fair-
7 market rent for the property or the unit's rent is reduced or subsidized due to a federal, state, or
8 local subsidy.

9 SECTION 24. Section 38-2-3 of the General Laws in Chapter 38-2 entitled "Access to
10 Public Records" is hereby amended to read as follows:

11 **38-2-3. Right to inspect and copy records -- Duty to maintain minutes of meetings --**

12 **Procedures for access.** -- (a) Except as provided in ~~§ 38-2-2(5)~~ [§ 38-2-2\(4\)](#), all records
13 maintained or kept on file by any public body, whether or not those records are required by any
14 law or by any rule or regulation, shall be public records and every person or entity shall have the
15 right to inspect and/or copy those records at such reasonable time as may be determined by the
16 custodian thereof.

17 (b) Any reasonably segregable portion of a public record excluded by subdivision 38-2-
18 2(4) shall be available for public inspection after the deletion of the information which is the basis
19 of the exclusion. If an entire document or record is deemed non-public, the public body shall state
20 in writing that no portion of the document or record contains reasonable segregable information
21 that is releasable.

22 (c) Each public body shall make, keep, and maintain written or recorded minutes of all
23 meetings.

24 (d) Each public body shall establish written procedures regarding access to public
25 records but shall not require written requests for public information available pursuant to R.I.G.L.
26 § 42-35-2 or for other documents prepared for or readily available to the public.

27 These procedures must include, but need not be limited to, the identification of a
28 designated public records officer or unit, how to make a public records request, and where a
29 public record request should be made, and a copy of these procedures shall be posted on the
30 public body's website if such a website is maintained and be made otherwise readily available to
31 the public. The unavailability of a designated public records officer shall not be deemed good
32 cause for failure to timely comply with a request to inspect and/or copy public records pursuant to
33 subsection (e). A written request for public records need not be made on a form established by a
34 public body if the request is otherwise readily identifiable as a request for public records.

1 (e) A public body receiving a request shall permit the inspection or copying within ten
2 (10) business days after receiving a request. If the inspection or copying is not permitted within
3 ten (10) business days, the public body shall forthwith explain in writing the need for additional
4 time to comply with the request. Any such explanation must be particularized to the specific
5 request made. In such cases the public body may have up to an additional twenty (20) business
6 days to comply with the request if it can demonstrate that the voluminous nature of the request,
7 the number of requests for records pending, or the difficulty in searching for and retrieving or
8 copying the requested records, is such that additional time is necessary to avoid imposing an
9 undue burden on the public body.

10 (f) If a public record is in active use or in storage and, therefore, not available at the time
11 a person or entity requests access, the custodian shall so inform the person or entity and make an
12 appointment for the person or entity to examine such records as expeditiously as they may be
13 made available.

14 (g) Any person or entity requesting copies of public records may elect to obtain them in
15 any and all media in which the public agency is capable of providing them. Any public body
16 which maintains its records in a computer storage system shall provide any data properly
17 identified in a printout or other reasonable format, as requested.

18 (h) Nothing in this section shall be construed as requiring a public body to reorganize,
19 consolidate, or compile data not maintained by the public body in the form requested at the time
20 the request to inspect the public records was made except to the extent that such records are in an
21 electronic format and the public body would not be unduly burdened in providing such data.

22 (i) Nothing in this section is intended to affect the public record status of information
23 merely because it is stored in a computer.

24 (j) No public records shall be withheld based on the purpose for which the records are
25 sought, nor shall a public body require, as a condition of fulfilling a public records request, that a
26 person or entity provide a reason for the request or provide personally identifiable information
27 about him/herself.

28 (k) At the election of the person or entity requesting the public records, the public body
29 shall provide copies of the public records electronically, by facsimile, or by mail in accordance
30 with the requesting person or entity's choice, unless complying with that preference would be
31 unduly burdensome due to the volume of records requested or the costs that would be incurred.
32 The person requesting delivery shall be responsible for the actual cost of delivery, if any.

33 SECTION 25. Section 39-1.2-5 of the General Laws in Chapter 39-1.2 entitled
34 "Excavation Near Underground Utility Facilities" is hereby amended to read as follows:

1 **39-1.2-5. Notice of excavation.** -- (a) Except as provided in § 39-1.2-9, any person,
2 public agency, or public utility responsible for excavating within one hundred feet (100') or for
3 discharging explosives within one hundred feet (100') of a public utility facility shall notify the
4 association of the proposed excavation or discharge at least seventy-two (72) hours, excluding
5 Saturdays, Sundays, and holidays, but not more than thirty (30) days before commencing the
6 excavation or discharge of explosives. Actual excavation must thereupon commence within thirty
7 (30) days and be completed within sixty (60) days, including Saturdays, Sundays, and holidays,
8 or the excavator must renotify the association. Each public utility shall, upon receipt of each
9 notice of excavation, mark within seventy-two (72) hours or, where applicable in accordance with
10 § 39-1.2-12, re-mark within forty-eight (48) hours, the location of all underground facilities.

11 (b) Each excavator shall provide a description of the excavation location that shall
12 include:

13 (1) The name of the city or town where the excavation will take place;

14 (2) The name of the street, way, or route number where appropriate;

15 (3) The name of the streets at the nearest intersection to the excavation;

16 (4) The numbered address of buildings closest to the excavation; and

17 (5) Any other description that will accurately define the excavation location, including
18 landmarks and utility pole numbers.

19 (c) If an excavator determines that a public utility facility has been mismarked, the
20 excavator may notify the association and the appropriate public utility shall remark no later than
21 three (3) hours after receipt of notification from the association. The failure to mark or re-mark
22 the location of all underground facilities upon each notice of excavation shall constitute a separate
23 violation of this chapter. Where an excavation is to be made by a contractor as part of the work
24 required by a contract with the state or with any political subdivision thereof or other public
25 agency for the construction, reconstruction, relocation, or improvement of a public way or for the
26 installation of a railway track, conduit, sewer, or water main, the contractor shall be deemed to
27 have complied with the requirements of this section by giving one such notice [to the association](#)
28 as required by this section, except when unanticipated obstructions are encountered, setting forth
29 the location and the approximate time required to perform the work involved ~~to the association~~. In
30 addition, the initial notice shall indicate whether the excavation is anticipated to involve blasting
31 and, if so, the date on which and specific location at which the blasting is to occur. If after the
32 commencement of an excavation it is found there is an unanticipated obstruction requiring
33 blasting, the excavator shall give at least four (4) hours notice to the association before
34 commencing the blasting. When demolition of a building containing a public utility facility is

1 proposed, the public utility or utilities involved will be given written notice by registered mail at
2 least ten (10) days prior to the commencement of the demolition of the building. All notices shall
3 include the name, address, and telephone number of the entity giving notice; the name of the
4 person, public agency, or public utility performing the work; and the commencement date and
5 proposed type of excavation, demolition, or discharge of explosives. The association shall
6 immediately transmit the information to the public utilities whose facilities may be affected. An
7 adequate record shall be maintained by the association to document compliance with the
8 requirements of this chapter.

9 SECTION 26. Section 39-31-4 of the General Laws in Chapter 39-31 entitled
10 "Affordable Clean Energy Security Act" is hereby amended to read as follows:

11 **39-31-4. Regional energy planning.** -- (a) Consistent with the purposes of this chapter,
12 and utilizing regional stakeholder processes where appropriate, the office of energy resources, in
13 consultation and coordination with the division of public utilities and carriers, the public utility
14 company that provides electric distribution as defined in § 39-1-2(12) as well as natural gas as
15 defined in § 39-1-2(20), the New England States' Committee on Electricity (NESCOE), ISO-New
16 England Inc. and the other New England states is authorized to:

17 (1) Participate in the development and issuance of regional or multi-state competitive
18 solicitation(s) for the development and construction of regional electric-transmission projects that
19 would allow for the reliable transmission of large-or small-scale domestic or international
20 hydroelectric power to New England load centers that will benefit the state of Rhode Island and
21 its ratepayers, and that such solicitations may be issued by The New England States' Committee
22 on Electricity or the electric or natural gas distribution company to further the purposes of this
23 chapter;

24 (2) Participate in the development and issuance of regional or multi-state competitive
25 solicitation(s) for the development and construction of regional electric-transmission projects that
26 would allow for the reliable transmission of eligible renewable-energy resources, as defined by §
27 39-26-5(a), to New England load centers that will benefit the state of Rhode Island and its
28 ratepayers, and that such solicitations may be issued by The New England States' Committee on
29 Electricity or the electric or natural gas distribution company to further the purposes of this
30 chapter; and

31 (3) Participate in the development and issuance of regional or multi-state competitive
32 solicitation(s) for the development and construction of regional natural gas pipeline infrastructure
33 and capacity that will benefit the State of Rhode Island and its ratepayers by strengthening energy
34 system reliability and security and, in doing so, potentially mitigate energy price volatility that

1 threatens the economic vitality and competitiveness of Rhode Island residents and businesses.⁵
2 ~~and that such~~ Such solicitations may be issued by The New England States' Committee on
3 Electricity or the electric or natural gas distribution company to further the purposes of this
4 chapter; and ~~that~~ such solicitations may request proposals that are priced in increments to allow
5 for the evaluation of project costs and benefits associated with adding various levels of additional,
6 natural-gas pipeline capacity into New England and ~~that~~ assist with the optimization of energy
7 system reliability, economic, and other benefits consistent with the purposes of this chapter.

8 (4) As part of any such regional or multi-state competitive solicitation processes
9 conducted pursuant to this chapter, the office of energy resources shall work jointly with the
10 division of public utilities and carriers, and with the electric distribution company as appropriate,
11 to identify incremental, natural-gas pipeline infrastructure and capacity and/or electric
12 transmission projects that optimize energy reliability, economic, environmental, and ratepayer
13 impacts for Rhode Island, consistent with the legislative findings and purpose of this chapter. The
14 office of energy resources and division of public utilities and carriers shall be authorized to utilize
15 expert consultants, as needed, to assist in any regional, multi-state, or state-level determination
16 related to the procurement activities identified in § 39-31-5.

17 (b) Prior to any binding commitments being made by any agencies of the state, the
18 electric distribution company, or any other entity that would result in costs being incurred
19 directly, or indirectly, by Rhode Island electric and/or gas consumers through distribution or
20 commodity rates, the office of energy resources and division of public utilities and carriers shall
21 jointly file any energy infrastructure project recommendation(s) with the public utilities
22 commission and may make such filing jointly with the electric-or natural-gas distribution
23 company as appropriate. The public utilities commission shall consider any such
24 recommendation(s) as specified under § 39-31-7.

25 (c) A copy of the filing made under subsection (b) of this section shall be provided to the
26 governor, the president of the senate, the speaker of the house, the department of environmental
27 management, and the commerce corporation.

28 (d) The electric-distribution company shall be provided with a copy of any filing made
29 under this section at least ten (10) business days in advance of its filing with the public utilities
30 commission and the electric- or gas-distribution utility may file separate comments when the
31 filing is made.

32 (e) As part of any office of energy resources and division of public utilities and carriers
33 filing made pursuant to this chapter, the agencies shall identify the expected energy reliability,
34 energy security, and ratepayer impacts that are expected to result from commitments being made

1 in connection with the proposed project(s).

2 (f) The office of energy resources and division of public utilities and carriers reserve the
3 right to determine that energy infrastructure projects submitted in any regional or multi-state
4 competitive solicitation process are not in Rhode Island's energy reliability, energy security,
5 and/or ratepayer interests, and shall make such findings available to the governor, the president of
6 the senate, and the speaker of the house. The electric or gas distribution utility may attach a
7 separate opinion to those findings, at its election.

8 SECTION 27. Section 40-5.3-4 of the General Laws in Chapter 40-5.3 entitled "Youth
9 Pregnancy and At-Risk Prevention Services Program" is hereby amended to read as follows:

10 **40-5.3-4. Youth pregnancy and at-risk prevention services program -- Eligibility**
11 **requirements.** -- (a) The Rhode Island Alliance of Boys and Girls Clubs is hereby authorized, on
12 behalf of its member organizations, to make an application to the department for funding under
13 this chapter.

14 (b) The following requirements and conditions shall be necessary to establish eligibility
15 for funding:

16 (1) The organization must demonstrate that its members are affiliated and in good
17 standing with a nationally chartered organization as described in Title 36, Subtitle II, Part B of the
18 Patriotic and National Organizations, 36 U.S.C. 311 et. seq.;

19 (2) The organization must provide tested and proven programs;

20 (3) The organization must demonstrate that its members provide programs that are
21 facility-based;

22 (4) The organization must demonstrate that its members' programs are offered for a
23 minimum of ten (10) hours weekly during the school year and twenty (20) hours weekly during
24 the summer;

25 (5) The organization must demonstrate that its members' programs exist in a minimum of
26 seven (7) towns and cities within the state;

27 (6) The organization must demonstrate that its members' programs are administered in
28 accordance with this chapter, ~~is~~ and designed to meet or exceed the minimum federal TANF
29 guidelines;

30 (7) The organization must demonstrate that it is eligible to receive federal TANF
31 funding; and

32 (8) The organization must be able to raise four dollars (\$4) for every one dollar received
33 from the state through federal funding.

34 SECTION 28. Section 42-14.5-3 of the General Laws in Chapter 42-14.5 entitled "The

1 Rhode Island Health Care Reform Act of 2004 - Health Insurance Oversight" is hereby amended
2 to read as follows:

3 **42-14.5-3. Powers and duties [Contingent effective date; see effective dates under**
4 **this section.] --** The health insurance commissioner shall have the following powers and duties:

5 (a) To conduct quarterly public meetings throughout the state, separate and distinct from
6 rate hearings pursuant to § 42-62-13, regarding the rates, services, and operations of insurers
7 licensed to provide health insurance in the state, the effects of such rates, services, and operations
8 on consumers, medical care providers, patients, and the market environment in which such
9 insurers operate, and efforts to bring new health insurers into the Rhode Island market. Notice of
10 not less than ten (10) days of said hearing(s) shall go to the general assembly, the governor, the
11 Rhode Island Medical Society, the Hospital Association of Rhode Island, the director of health,
12 the attorney general and the chambers of commerce. Public notice shall be posted on the
13 department's web site and given in the newspaper of general circulation, and to any entity in
14 writing requesting notice.

15 (b) To make recommendations to the governor and the house of representatives and
16 senate finance committees regarding health care insurance and the regulations, rates, services,
17 administrative expenses, reserve requirements, and operations of insurers providing health
18 insurance in the state, and to prepare or comment on, upon the request of the governor or
19 chairpersons of the house or senate finance committees, draft legislation to improve the regulation
20 of health insurance. In making such recommendations, the commissioner shall recognize that it is
21 the intent of the legislature that the maximum disclosure be provided regarding the
22 reasonableness of individual administrative expenditures as well as total administrative costs. The
23 commissioner shall make recommendations on the levels of reserves including consideration of:
24 targeted reserve levels; trends in the increase or decrease of reserve levels; and insurer plans for
25 distributing excess reserves.

26 (c) To establish a consumer/business/labor/medical advisory council to obtain
27 information and present concerns of consumers, business, and medical providers affected by
28 health insurance decisions. The council shall develop proposals to allow the market for small
29 business health insurance to be affordable and fairer. The council shall be involved in the
30 planning and conduct of the quarterly public meetings in accordance with subsection (a) above.
31 The advisory council shall develop measures to inform small businesses of an insurance
32 complaint process to ensure that small businesses that experience rate increases in a given year
33 may request and receive a formal review by the department. The advisory council shall assess
34 views of the health provider community relative to insurance rates of reimbursement, billing, and

1 reimbursement procedures, and the insurers' role in promoting efficient and high-quality health
2 care. The advisory council shall issue an annual report of findings and recommendations to the
3 governor and the general assembly and present its findings at hearings before the house and
4 senate finance committees. The advisory council is to be diverse in interests and shall include
5 representatives of community consumer organizations; small businesses, other than those
6 involved in the sale of insurance products; and hospital, medical, and other health provider
7 organizations. Such representatives shall be nominated by their respective organizations. The
8 advisory council shall be co-chaired by the health insurance commissioner and a community
9 consumer organization or small business member to be elected by the full advisory council.

10 (d) To establish and provide guidance and assistance to a subcommittee ("the
11 professional provider-health plan work group") of the advisory council created pursuant to
12 subsection (c) above, composed of health care providers and Rhode Island licensed health plans.
13 This subcommittee shall include in its annual report and presentation before the house and senate
14 finance committees the following information:

15 (1) A method whereby health plans shall disclose to contracted providers the fee
16 schedules used to provide payment to those providers for services rendered to covered patients;

17 (2) A standardized provider application and credentials verification process, for the
18 purpose of verifying professional qualifications of participating health care providers;

19 (3) The uniform health plan claim form utilized by participating providers;

20 (4) Methods for health maintenance organizations as defined by § ~~27-41-1~~ [27-41-2](#), and
21 nonprofit hospital or medical service corporations as defined by chapters 19 and 20 of title 27, to
22 make facility-specific data and other medical service-specific data available in reasonably
23 consistent formats to patients regarding quality and costs. This information would help consumers
24 make informed choices regarding the facilities and/or clinicians or physician practices at which to
25 seek care. Among the items considered would be the unique health services and other public
26 goods provided by facilities and/or clinicians or physician practices in establishing the most
27 appropriate cost comparisons;

28 (5) All activities related to contractual disclosure to participating providers of the
29 mechanisms for resolving health plan/provider disputes;

30 (6) The uniform process being utilized for confirming, in real time, patient insurance
31 enrollment status, benefits coverage, including co-pays and deductibles;

32 (7) Information related to temporary credentialing of providers seeking to participate in
33 the plan's network and the impact of said activity on health plan accreditation;

34 (8) The feasibility of regular contract renegotiations between plans and the providers in

1 their networks; and

2 (9) Efforts conducted related to reviewing impact of silent PPOs on physician practices.

3 (e) To enforce the provisions of Title 27 and Title 42 as set forth in § 42-14-5(d).

4 (f) To provide analysis of the Rhode Island Affordable Health Plan Reinsurance Fund.

5 The fund shall be used to effectuate the provisions of §§ ~~27-18.5-8~~ 27-18.5-9 and 27-50-17.

6 (g) To analyze the impact of changing the rating guidelines and/or merging the
7 individual health insurance market as defined in chapter 18.5 of title 27 and the small employer
8 health insurance market as defined in chapter 50 of title 27 in accordance with the following:

9 (1) The analysis shall forecast the likely rate increases required to effect the changes
10 recommended pursuant to the preceding subsection (g) in the direct-pay market and small
11 employer health insurance market over the next five (5) years, based on the current rating
12 structure and current products.

13 (2) The analysis shall include examining the impact of merging the individual and small
14 employer markets on premiums charged to individuals and small employer groups.

15 (3) The analysis shall include examining the impact on rates in each of the individual and
16 small employer health insurance markets and the number of insureds in the context of possible
17 changes to the rating guidelines used for small employer groups, including: community rating
18 principles; expanding small employer rate bonds beyond the current range; increasing the
19 employer group size in the small group market; and/or adding rating factors for broker and/or
20 tobacco use.

21 (4) The analysis shall include examining the adequacy of current statutory and regulatory
22 oversight of the rating process and factors employed by the participants in the proposed new
23 merged market.

24 (5) The analysis shall include assessment of possible reinsurance mechanisms and/or
25 federal high-risk pool structures and funding to support the health insurance market in Rhode
26 Island by reducing the risk of adverse selection and the incremental insurance premiums charged
27 for this risk, and/or by making health insurance affordable for a selected at-risk population.

28 (6) The health insurance commissioner shall work with an insurance market merger task
29 force to assist with the analysis. The task force shall be chaired by the health insurance
30 commissioner and shall include, but not be limited to, representatives of the general assembly, the
31 business community, small employer carriers as defined in § 27-50-3, carriers offering coverage
32 in the individual market in Rhode Island, health insurance brokers, and members of the general
33 public.

34 (7) For the purposes of conducting this analysis, the commissioner may contract with an

1 outside organization with expertise in fiscal analysis of the private insurance market. In
2 conducting its study, the organization shall, to the extent possible, obtain and use actual health
3 plan data. Said data shall be subject to state and federal laws and regulations governing
4 confidentiality of health care and proprietary information.

5 (8) The task force shall meet as necessary and include its findings in the annual report
6 and the commissioner shall include the information in the annual presentation before the house
7 and senate finance committees.

8 (h) To establish and convene a workgroup representing health care providers and health
9 insurers for the purpose of coordinating the development of processes, guidelines, and standards
10 to streamline health care administration that are to be adopted by payors and providers of health
11 care services operating in the state. This workgroup shall include representatives with expertise
12 who would contribute to the streamlining of health care administration and who are selected from
13 hospitals, physician practices, community behavioral health organizations, each health insurer,
14 and other affected entities. The workgroup shall also include at least one designee each from the
15 Rhode Island Medical Society, Rhode Island Council of Community Mental Health
16 Organizations, the Rhode Island Health Center Association, and the Hospital Association of
17 Rhode Island. The workgroup shall consider and make recommendations for:

18 (1) Establishing a consistent standard for electronic eligibility and coverage verification.
19 Such standard shall:

20 (i) Include standards for eligibility inquiry and response and, wherever possible, be
21 consistent with the standards adopted by nationally recognized organizations, such as the Centers
22 for Medicare and Medicaid Services;

23 (ii) Enable providers and payors to exchange eligibility requests and responses on a
24 system-to-system basis or using a payor-supported web browser;

25 (iii) Provide reasonably detailed information on a consumer's eligibility for health care
26 coverage; scope of benefits; limitations and exclusions provided under that coverage; cost-sharing
27 requirements for specific services at the specific time of the inquiry; current deductible amounts;
28 accumulated or limited benefits; out-of-pocket maximums; any maximum policy amounts; and
29 other information required for the provider to collect the patient's portion of the bill;

30 (iv) Reflect the necessary limitations imposed on payors by the originator of the
31 eligibility and benefits information;

32 (v) Recommend a standard or common process to protect all providers from the costs of
33 services to patients who are ineligible for insurance coverage in circumstances where a payor
34 provides eligibility verification based on best information available to the payor at the date of the

1 request of eligibility.

2 (2) Developing implementation guidelines and promoting adoption of such guidelines
3 for:

4 (i) The use of the National Correct Coding Initiative code edit policy by payors and
5 providers in the state;

6 (ii) Publishing any variations from codes and mutually exclusive codes by payors in a
7 manner that makes for simple retrieval and implementation by providers;

8 (iii) Use of health insurance portability and accountability act standard group codes,
9 reason codes, and remark codes by payors in electronic remittances sent to providers;

10 (iv) The processing of corrections to claims by providers and payors.

11 (v) A standard payor-denial review process for providers when they request a
12 reconsideration of a denial of a claim that results from differences in clinical edits where no
13 single, common-standards body or process exists and multiple conflicting sources are in use by
14 payors and providers.

15 (vi) Nothing in this section, or in the guidelines developed, shall inhibit an individual
16 payor's ability to employ, and not disclose to providers, temporary code edits for the purpose of
17 detecting and deterring fraudulent billing activities. The guidelines shall require that each payor
18 disclose to the provider its adjudication decision on a claim that was denied or adjusted based on
19 the application of such edits and that the provider have access to the payor's review and appeal
20 process to challenge the payor's adjudication decision.

21 (vii) Nothing in this subsection shall be construed to modify the rights or obligations of
22 payors or providers with respect to procedures relating to the investigation, reporting, appeal, or
23 prosecution under applicable law of potentially fraudulent billing activities.

24 (3) Developing and promoting widespread adoption by payors and providers of
25 guidelines to:

26 (i) Ensure payors do not automatically deny claims for services when extenuating
27 circumstances make it impossible for the provider to obtain a preauthorization before services are
28 performed or notify a payor within an appropriate standardized timeline of a patient's admission;

29 (ii) Require payors to use common and consistent processes and time frames when
30 responding to provider requests for medical management approvals. Whenever possible, such
31 time frames shall be consistent with those established by leading national organizations and be
32 based upon the acuity of the patient's need for care or treatment. For the purposes of this section,
33 medical management includes prior authorization of services, preauthorization of services,
34 precertification of services, post-service review, medical-necessity review, and benefits advisory;

1 (iii) Develop, maintain, and promote widespread adoption of a single, common website
2 where providers can obtain payors' preauthorization, benefits advisory, and preadmission
3 requirements;

4 (iv) Establish guidelines for payors to develop and maintain a website that providers can
5 use to request a preauthorization, including a prospective clinical necessity review; receive an
6 authorization number; and transmit an admission notification.

7 (i) To issue an ANTI-CANCER MEDICATION REPORT. - Not later than June 30,
8 2014 and annually thereafter, the office of the health insurance commissioner (OHIC) shall
9 provide the senate committee on health and human services, and the house committee on
10 corporations, with: (1) Information on the availability in the commercial market of coverage for
11 anti-cancer medication options; (2) For the state employee's health benefit plan, the costs of
12 various cancer treatment options; (3) The changes in drug prices over the prior thirty-six (36)
13 months; and (4) Member utilization and cost-sharing expense.

14 (j) To monitor the adequacy of each health plan's compliance with the provisions of the
15 federal mental health parity act, including a review of related claims processing and
16 reimbursement procedures. Findings, recommendations, and assessments shall be made available
17 to the public.

18 (k) To monitor the transition from fee for service and toward global and other alternative
19 payment methodologies for the payment for health care services. Alternative payment
20 methodologies should be assessed for their likelihood to promote access to affordable health
21 insurance, health outcomes, and performance.

22 (l) To report annually, no later than July 1, 2014, then biannually thereafter, on hospital
23 payment variation, including findings and recommendations, subject to available resources.

24 (m) Notwithstanding any provision of the general or public laws or regulation to the
25 contrary, provide a report with findings and recommendations to the president of the senate and
26 the speaker of the house, on or before April 1, 2014, including, but not limited to, the following
27 information:

28 (1) The impact of the current mandated healthcare benefits as defined in §§ 27-18-48.1,
29 27-18-60, 27-18-62, 27-18-64, similar provisions in chapters 19, 20 and 41, of title 27, and §§ 27-
30 18-3(c), 27-38.2-1 et seq., or others as determined by the commissioner, on the cost of health
31 insurance for fully insured employers, subject to available resources;

32 (2) Current provider and insurer mandates that are unnecessary and/or duplicative due to
33 the existing standards of care and/or delivery of services in the healthcare system;

34 (3) A state-by-state comparison of health insurance mandates and the extent to which

1 Rhode Island mandates exceed other states benefits; and

2 (4) Recommendations for amendments to existing mandated benefits based on the
3 findings in (1), (2) and (3) above.

4 (n) On or before July 1, 2014, the office of the health insurance commissioner, in
5 collaboration with the director of health and lieutenant governor's office, shall submit a report to
6 the general assembly and the governor to inform the design of accountable care organizations
7 (ACOs) in Rhode Island as unique structures for comprehensive healthcare delivery and value
8 based payment arrangements, that shall include, but not be limited to:

9 (1) Utilization review;

10 (2) Contracting; and

11 (3) Licensing and regulation.

12 (o) On or before February 3, 2015, the office of the health insurance commissioner shall
13 submit a report to the general assembly and the governor that describes, analyzes, and proposes
14 recommendations to improve compliance of insurers with the provisions of § 27-18-76 with
15 regard to patients with mental health and substance-use disorders.

16 SECTION 29. Section 42-26-13 of the General Laws in Chapter 42-26 entitled "Rhode
17 Island Justice Commission" is hereby amended to read as follows:

18 **42-26-13. Committee created -- Purpose and composition.** -- (a) There is hereby
19 created within the ~~Rhode Island justice commission~~ [public safety grant administration office](#),
20 pursuant to the provisions of § 42-26-7, the criminal justice oversight committee for the purpose
21 of maintaining the secure facilities at the adult correctional institutions within their respective
22 population capacities as established by court order, consent decree, or otherwise.

23 (b) The criminal justice oversight committee (hereinafter referred to as the "committee")
24 shall consist of the following members who shall assemble annually or more often at the call of
25 the chairperson or upon petition of a majority of its members:

26 (1) The presiding justice of the superior court;

27 (2) The chief judge of the district court;

28 (3) The attorney general;

29 (4) The public defender;

30 (5) The superintendent of state police;

31 (6) The director of the department of corrections;

32 (7) The chairperson of the parole board;

33 (8) The director of the Rhode Island public safety grants administration;

34 (9) A member of the governor's staff selected by the governor;

1 (10) Four (4) members of the general assembly, one of whom shall be appointed by the
2 speaker; and one of whom shall be appointed by the president of the senate; one of whom shall be
3 appointed by the house minority leader; and one of whom shall be appointed by the senate
4 minority leader;

5 (11) A qualified elector of this state who shall be appointed by the governor and
6 designated as chairperson of the committee;

7 (12) A member of the Victims' Rights Group, appointed by the speaker of the house.;

8 ~~Each member of the committee may appoint a permanent designee to attend committee~~
9 ~~meetings in his/her absence. A quorum at meetings of the committee shall consist of a majority of~~
10 ~~its current membership.~~

11 (13) The president of the Rhode Island Brotherhood of Correctional Officers; and

12 (14) The chief justice of the supreme court.

13 Each member of the committee may appoint a permanent designee to attend committee
14 meetings in his/her absence. A quorum at meetings of the committee shall consist of a majority of
15 its current membership.

16 SECTION 30. Section 42-142-1 of the General Laws in Chapter 42-142 entitled
17 "Department of Revenue" is hereby amended to read as follows:

18 **42-142-1. Department of revenue.** -- (a) There is hereby established within the
19 executive branch of state government a department of revenue.

20 (b) The head of the department shall be the director of revenue, who shall be appointed
21 by the governor, with the advice and consent of the senate, and shall serve at the pleasure of the
22 governor.

23 (c) The department shall contain the division of taxation (~~chapter 44-1~~) (chapter 1 of title
24 44), the division of motor vehicles (~~chapter 32-2~~) (chapter 2 of title 31), the division of state
25 lottery (~~chapter 42-61~~) (chapter 61 of title 42), the office of revenue analysis (~~chapter 42-142~~)
26 (chapter 142 of title 42), and the division of municipal finance (~~chapter 42-142~~) (chapter 142 of
27 title 42). Any reference to the division of property valuation, division of property valuation and
28 municipal finance, or office of municipal affairs in the Rhode Island general laws shall mean the
29 division of municipal finance.

30 SECTION 31. Section 44-5-69 of the General Laws in Chapter 44-5 entitled "Levy and
31 Assessment of Local Taxes" is hereby amended to read as follows:

32 **44-5-69. Local fire districts -- Requirements of annual budget -- Annual financial**
33 **statements and publication of property tax data.** -- Every fire district authorized to assess and
34 collect taxes on real and personal property in the several towns in the state shall be required to

1 have annual financial statements audited by an independent auditing firm approved pursuant to §
2 45-10-4 by the auditor general. The auditor general may waive or modify form and content of
3 financial statements and scope of the audit, based upon the size of the fire districts. The financial
4 statements for fiscal year 2015 and every fiscal year thereafter shall be presented at the district's
5 first annual meeting subsequent to receipt of said financial statements. At least ten (10) days prior
6 to said annual meeting, a copy of such financial statements shall be filed by the fire district with
7 the town clerk for the town in which the district(s) is located. A copy of the financial statements
8 shall be simultaneously sent to the auditor general and the division of municipal finance in the
9 department of revenue. The fire districts shall also provide to the division of municipal finance in
10 the department of revenue the adopted budget within thirty (30) days of final action, and other
11 information on tax rates, budgets, assessed valuations, and other pertinent data upon forms
12 provided by the division of municipal finance. The information shall be published by the
13 department of revenue.

14 SECTION 32. Sections 44-20-12.2, 44-20-17, 44-20-39, 44-20-45 and 44-20-51 of the
15 General Laws in Chapter 44-20 entitled "Cigarette Tax" are hereby amended to read as follows:

16 **44-20-12.2. Prohibited acts -- Penalty.** -- (a) No person or other legal entity shall sell or
17 distribute in the state; acquire, hold, own, possess, or transport for sale or distribution in this state;
18 or import, or cause to be imported, into the state for sale or distribution in this state; nor shall tax
19 stamps be affixed to any cigarette package:

20 (1) That bears any label or notice prescribed by the United States Department of
21 Treasury to identify cigarettes exempt from tax by the United States pursuant to section 5704 of
22 title 26 of the United States Code, 26 U.S.C. § 5704(b) (concerning cigarettes intended for
23 shipment to a foreign country, Puerto Rico, the Virgin Islands, or a possession of the United
24 States), or for consumption beyond the jurisdiction of the internal revenue laws of the United
25 States, including any notice or label described in section 44.185 of title 27 of the Code of Federal
26 Regulations, 27 CFR 44.185;

27 (2) That is not labeled in conformity with the provisions of the Federal Cigarette
28 Labeling and Advertising Act, 15 U.S.C. § 1331 et seq., or any other federal requirement for the
29 placement of labels, warnings, and other information applicable to cigarette packages intended for
30 domestic consumption;

31 (3) The packaging of which has been modified or altered by a person other than the
32 original manufacturer of the cigarettes, including by the placement of a sticker to cover
33 information on the package. For purposes of this subsection, a cigarette package shall not be
34 construed to have been modified or altered by a person other than the manufacturer if the most

1 recent modification to, or alteration of, the package was by the manufacturer or by a person
2 authorized by the manufacturer;

3 (4) Imported into the United States in violation of 26 U.S.C. § 5754 or any other federal
4 law, or implementing federal regulations;

5 (5) That the person otherwise knows, or has reason to know, the manufacturer did not
6 intend to be sold, distributed, or used in the United States; or

7 (6) That has not been submitted to the secretary of the U.S. Department of Health and
8 Human Services the list or lists of the ingredients added to tobacco in the manufacture of those
9 cigarettes required by the Federal Cigarette Labeling and Advertising Act, 15 U.S.C. § 1335a.

10 (b) The tax administrator is authorized to obtain and exchange information with the
11 United States Customs Service for the purpose of enforcing this section.

12 (c) Any person who [or that](#) affixes or distributes a tax stamp in violation of this section
13 shall be fined not more than ten thousand dollars (\$10,000) for the first offense, and for each
14 subsequent offense shall be fined not more than twenty thousand dollars (\$20,000), or be
15 imprisoned not more than five (5) years, or be both fined and imprisoned.

16 (d) Any cigarettes found in violation of this section shall be declared to be contraband
17 goods and may be seized by the tax administrator, or his or her agents, or by any sheriff, or his or
18 her deputy, or any police officer, without a warrant. The tax administrator may promulgate rules
19 and regulations for the destruction of contraband goods pursuant to this section, including the
20 administrator's right to allow the true holder of the trademark rights in a cigarette brand to inspect
21 contraband cigarettes prior to their destruction.

22 (e) The prohibitions of this section do not apply to:

23 (1) Tobacco products that are allowed to be imported or brought into the United States
24 free of tax and duty under subsection IV of chapter 98 of the harmonized tariff schedule of the
25 United States (see 19 U.S.C. § 1202); or

26 (2) Tobacco products in excess of the amounts described in subdivision (1) of this
27 subsection if the excess amounts are voluntarily abandoned to the tax administrator at the time of
28 entry, but only if the tobacco products were imported or brought into the United States for
29 personal use and not with intent to defraud the United States or any state.

30 (f) If any part or provision of this section, or the application of any part to any person or
31 circumstance is held invalid, the remainder of the section, including the application of that part or
32 provision to other persons or circumstances, shall not be affected by that invalidity and shall
33 continue in full force and effect. To this end, the provisions of this section are severable.

34 **44-20-17. Penalty for use tax violations.** -- Any person who [or that](#) violates the

1 provisions of §§ 44-20-13 -- 44-20-14 is guilty of a felony and shall for each offense be fined up
2 to ten thousand dollars (\$10,000), or be imprisoned not more than three (3) years, or be both fined
3 and imprisoned.

4 **44-20-39. Forgery and counterfeiting -- Tampering with meters -- Reuse of stamps**
5 **or containers.** -- Any person who [or that](#) fraudulently makes or utters or forges or counterfeits
6 any stamp, disc, license, or marker, prescribed by the tax administrator under the provisions of
7 this chapter, or who causes or procures this to be done; or who willfully utters, publishes, passes
8 or renders as true, any false, altered, forged, or counterfeited stamp, license, disc, or marker; or
9 who knowingly possesses more than twenty (20) packs of cigarettes containing any false, altered,
10 forged, or counterfeited stamp, license, disc, or marker; or who tampers with, or causes to be
11 tampered with, any metering machine authorized to be used under the provisions of this chapter;
12 or who removes or prepares any stamp with intent to use, or cause that stamp to be used, after it
13 has already been used; or who buys, sells, offers for sale, or gives away any washed or removed
14 or restored stamp to any person; or who has in his or her possession any washed or restored or
15 removed or altered stamp that was removed from the article to which it was affixed, or who
16 reuses or refills with cigarettes any package, box, or container required to be stamped under this
17 chapter from which cigarettes have been removed, is deemed guilty of a felony, and, upon
18 conviction, shall be fined one hundred thousand dollars (\$100,000), or be imprisoned for not
19 more than fifteen (15) years, or both.

20 **44-20-45. Importation of cigarettes with intent to evade tax.** -- Any person, firm,
21 corporation, club, or association of persons who [or that](#) orders any cigarettes for another or pools
22 orders for cigarettes from any persons or ~~connives~~ [conspires](#) with others for pooling orders, or
23 receives in this state any shipment of unstamped cigarettes on which the tax imposed by this
24 chapter has not been paid, for the purpose and intention of violating the provisions of this chapter
25 or to avoid payment of the tax imposed in this chapter, is guilty of a felony and shall be fined one
26 hundred thousand dollars (\$100,000) or five (5) times the retail value of the cigarettes involved,
27 whichever is greater, or imprisoned not more than fifteen (15) years, or both.

28 **44-20-51. Penalty for violations generally.** -- (a) Except as otherwise provided in this
29 chapter, any person who [or that](#) violates any provision of this chapter shall be fined or
30 imprisoned, or both fined and imprisoned, as follows:

31 (1) For a first offense in a twenty-four-month (24) period, fined not more than one
32 thousand dollars (\$1,000);

33 (2) For a second or subsequent offense in a twenty-four-month (24) period, fined not
34 more than five thousand dollars (\$5,000) or imprisoned for not more than three (3) years, or both

1 fined and imprisoned.

2 (b) Whoever knowingly violates any provision of this chapter, or of regulations
3 prescribed thereunder, shall, in addition to any other penalty provided in this chapter, for each
4 such offense, be fined not more than five thousand dollars (\$5,000) or imprisoned not more than
5 one year, or both.

6 (c) When determining the amount of a fine sought or imposed under this section,
7 evidence of mitigating factors, including history, severity, and intent, shall be considered.

8 SECTION 33. Section 45-9-6 of the General Laws in Chapter 45-9 entitled "Budget
9 Commissions" is hereby amended to read as follows:

10 **45-9-6. Composition of budget commission.** -- (a) If a budget commission is established
11 under §§ 45-9-5 or 45-12-22.7, it shall consist of five (5) members: three (3) of whom shall be
12 designees of the director of revenue; one of whom shall be the elected chief executive officer of
13 the city; and one of whom shall be a council member of the town or city elected to serve on the
14 budget commission as chosen by a majority vote of said town or city council. In cities or towns in
15 which the elected chief executive officer for purposes of this chapter is the president of the city or
16 town council, one member shall be the appointed city or town manager or town administrator (or,
17 if none, the city or town chief financial officer) as the fifth member. For a fire district, it shall
18 consist of five (5) members: three (3) of the members of the budget commission shall be
19 designees of the director of revenue; one shall be the chairperson of the district's governing body;
20 and one shall be the fire chief of the district. The budget commission shall act by a majority vote
21 of all its members. The budget commission shall initiate and ~~assure~~ ensure the implementation of
22 appropriate measures to secure the financial stability of the city, town, or fire district. The budget
23 commission shall continue in existence until the director of revenue abolishes it.

24 The budget commission shall be subject to chapter 2 of title 36, "Access to Public
25 Records," and chapter 14 of title 36, "Code of Ethics". The budget commission shall be subject to
26 chapter 46 of title 42 "Open Meetings" when meeting to take action on the following matters:

- 27 (1) Levy and assessment of taxes;
- 28 (2) Rulemaking or suspension of rules;
- 29 (3) Adoption of a municipal or fire district budget;
- 30 (4) Approval of collective bargaining agreements and amendments to collective
31 bargaining agreements; and
- 32 (5) Making a determination under § 45-9-7 that the powers of the budget commission are
33 insufficient to restore fiscal stability to the city, town, or fire district.

34 (b) Action by the budget commission under this chapter shall constitute action by the

1 city, town, or fire district for all purposes under the general laws, under any special law, and
2 under the city, town, or fire district charter.

3 (c) Until the budget commission ceases to exist, no appropriation, borrowing
4 authorization, transfer, or other municipal or fire district spending authority, shall take effect until
5 approved by the budget commission. The budget commission shall approve all appropriations,
6 borrowing authorizations, transfers, and other municipal or fire district spending authorizations,
7 in whole or part.

8 (d) In addition to the authority and powers conferred elsewhere in this chapter, and
9 notwithstanding any city, town, or fire district charter provision, or local ordinance, or rule or
10 regulation to the contrary, the budget commission shall have the power to:

11 (1) Amend, formulate, and execute the annual municipal or fire district budget and
12 supplemental municipal or fire district budgets of the city, town, or fire district, including the
13 establishment, increase, or decrease of any appropriations and spending authority for all
14 departments, budget commissions, committees, agencies or other units of the city, town, or fire
15 district; provided, however, that notwithstanding §§ 16-2-9 and 16-2-18, this clause shall fully
16 apply to the school department and all school spending purposes;

17 (2) Implement and maintain uniform budget guidelines and procedures for all
18 departments;

19 (3) Amend, formulate and execute capital budgets, including ~~to amend~~ amending any
20 borrowing authorization, or ~~finance~~ financing or ~~refinance~~ refinancing of any debt in accordance
21 with the law;

22 (4) Amortize operational deficits in an amount as the director of revenue approves and
23 for a term not longer than five (5) years;

24 (5) Develop and maintain a uniform system for all financial planning and operations in
25 all departments, offices, boards, commissions, committees, agencies, or other units of the city's,
26 town's, or fire district's government;

27 (6) Review and approve or disapprove all proposed contracts for goods or services;

28 (7) Notwithstanding any general or special law to the contrary, establish, increase, or
29 decrease any fee, rate, or charge, for any service, license, permit, or other municipal or fire
30 district activity, otherwise within the authority of the city, town, or fire district;

31 (8) Appoint, remove, supervise, and control all city, town, or fire district employees and
32 have control over all personnel matters other than disciplinary matters; provided, that the budget
33 commission shall hold all existing powers to hire and fire and set the terms and conditions of
34 employment held by other employees or officers of the city, town, or fire district; provided,

1 further, that the budget commission shall have the authority to exercise all powers otherwise
2 available to a municipality or fire district regarding contractual obligations during a fiscal
3 emergency; provided, further, that no city, town, or fire district employee or officer shall hire,
4 fire, transfer, or alter the compensation or benefits of a city, town, or fire district employee except
5 with the written approval of the budget commission; and provided, further, that the budget
6 commission may delegate or otherwise assign these powers with the approval of the director of
7 revenue;

8 (9) Alter or eliminate the compensation and/or benefits of elected officials of the city,
9 town, or fire district to reflect the fiscal emergency and changes in the responsibilities of the
10 officials as provided by this chapter;

11 (10) Employ, retain, and supervise such managerial, professional, and clerical staff as are
12 necessary to carry out its responsibilities; provided, however, that such employment, retention
13 and supervisory decisions are subject to the approval of the director of revenue; provided, further,
14 that the budget commission shall not be subject to chapter 2 of title 37 or chapter 55 of title 45 in
15 employing such staff; provided, further, that the budget commission, with the approval of the
16 director of revenue, shall have authority to set the compensation, terms, and conditions of
17 employment of its own staff; provided, further, that the city, town, or fire district shall annually
18 appropriate amounts sufficient for the compensation of personnel hired under this clause as
19 determined and fixed by the budget commission; provided, further, that, if the city, town, or fire
20 district fails to appropriate such amounts, the director of revenue shall direct the general treasurer
21 to deduct the necessary funds from the city's, town's, or fire district's distribution of state aid and
22 shall expend those funds directly for the benefit of the budget commission;

23 (11) Reorganize, consolidate, or abolish departments, commissions, authorities, boards,
24 offices, or functions of the city, town, or fire district, in whole or in part, and to establish such
25 new departments, commissions, authorities, boards, offices, or functions as it deems necessary,
26 and to transfer the duties, powers, functions and appropriations of one department, commission,
27 board, office, or other unit to another department, commission, authority, board, or office, and in
28 connection therewith, remove and appoint new members for any such commission, authority,
29 board, or department which appointees shall serve the remainder of any unexpired term of their
30 predecessor;

31 (12) Appoint, in consultation with the director of revenue, persons to fill vacancies on
32 any authority, board, committee, department, or office;

33 (13) Sell, lease, or otherwise transfer, real property and other assets of the city, town, or
34 fire district with the approval of the director of revenue;

1 (14) Purchase, lease, or otherwise acquire, property or other assets on behalf of the city,
2 town, or fire district with the approval of the director of revenue;

3 (15) Enter into contracts, including, but not limited to, contracts with other governmental
4 entities, and such other governmental entities are hereby authorized to enter into such contracts;

5 (16) Adopt rules and regulations governing the operation and administration of the city,
6 town, or fire district that permit the budget commission to effectively carry out this chapter under
7 § 42-35-3(b);

8 (17) Alter or rescind any action or decision of any municipal or fire district officer,
9 employee, board, authority, or commission within fourteen (14) days after receipt of notice of
10 such action or decision;

11 (18) Suspend, in consultation with the director of revenue, any rules and regulations of
12 the city, town, or fire district;

13 (19) Notwithstanding any other general law, special act, charter provision, or ordinance,
14 and in conformity with the reserved powers of the general assembly pursuant to Article XIII,
15 section 5 of the constitution of the state, a budget commission is authorized to issue bonds, notes,
16 or certificates of indebtedness to fund the deficit of a city, town, or fire district without regard to §
17 45-12-22.4, to fund cash flow and to finance capital projects. Bonds, notes, or certificates of
18 indebtedness issued under authority of this chapter shall be general obligation bonds backed by
19 the full faith and credit and taxing power of the city, town, or fire district; provided, however, that
20 the budget commission may pledge future distributions of state aid for the purpose of retiring
21 such bonds, notes, or certificates of indebtedness. If any state aid is so pledged, the budget
22 commission shall execute on behalf of the city, town, or fire district a trust agreement with a
23 corporate trustee, which may be any bank or trust company having the powers of a trust company
24 within the state, and any state aid so pledged shall be paid by the general treasurer directly to the
25 trustee to be held in trust and applied to the payment of principal and interest on such bonds,
26 notes, or certificates of indebtedness; any earnings derived from the investment of such pledged
27 aid shall be applied as needed to the payment of that principal and interest and for trustee's fees
28 and related expenses, with any excess to be paid to the city, town, or fire district. Bonds, notes, or
29 certificates of indebtedness authorized under authority of this chapter shall be executed on behalf
30 of the city, town, or fire district by a member of the commission and, except as provided for in
31 this chapter, may be subject to the provisions of chapter 12 of title 45 so far as apt, or may be
32 subject to the provisions of any special bond act enacted authorizing the issuance of bonds of a
33 city, town, or fire district so far as apt; provided, however, that any bonds or notes issued for
34 school purposes must be approved by the general assembly in order to qualify for school housing

1 aid as set forth in chapter 7 of title 16; and

2 (20) Exercise all powers under the general laws and this chapter, or any special act, any
3 charter provision or ordinance that any elected official of the city, town, or fire district may
4 exercise, acting separately or jointly; provided, however, that with respect to any such exercise of
5 powers by the budget commission, the elected officials shall not rescind nor take any action
6 contrary to such action by the budget commission so long as the budget commission continues to
7 exist.

8 (21) Certify to the Rhode Island department of revenue the need to advance payments of
9 the state's basic education program under chapter 7 of title 16 in the amount determined by the
10 budget commission. Said amount shall be advanced, subject to approval of the director of the
11 department of revenue, notwithstanding any general or public law to the contrary. The director of
12 the department of revenue shall provide notice of any advance payments to the fiscal advisors of
13 the house and senate finance committees. The state general treasurer shall deduct the estimated
14 cost to the state's general fund resulting from any advance payments.

15 **ARTICLE II – STATUTORY REENACTMENT**

16 SECTION 34. Sections 1-3-4, 1-3-16 and 1-3-27 of the General Laws in Chapter 1-3
17 entitled "Airport Zoning" are hereby amended to read as follows:

18 **1-3-4. Airport approach plans.** -- The airport corporation shall formulate, adopt, and
19 revise, when necessary, an airport airspace plan for each publicly owned airport in the state. Each
20 plan shall indicate the circumstances ~~in~~ under which structures and trees are, or would be, airport
21 hazards; the area within which measures for the protection of the airport's navigable airspace,
22 including aerial approaches, should be taken; and what the height limits and other objectives of
23 those measures should be. In adopting or revising any airspace plan, the airport corporation shall
24 consider, among other things, the character of flying operations expected to be conducted at the
25 airport; the traffic pattern and regulations affecting flying operations at the airport; the nature of
26 the terrain; the height of existing structures and trees above the level of the airport; and the
27 possibility of lowering or removing existing obstructions. The airport corporation may obtain and
28 consider the views of the agency of the federal government charged with the fostering of civil
29 aeronautics; as to the aerial approaches and other regulated airspace necessary to safe flying
30 operations at the airport.

31 **1-3-16. Obstruction markers.** -- In granting any permit or variance under §§ 1-3-14 -- 1-
32 3-16, the administrative agency or board of appeals may, if it deems the action advisable to
33 effectuate the purposes of this chapter and reasonable in the circumstances, condition the permit
34 or variance as to require the owner of the structure or tree in question to permit the political

1 subdivision, at its own expense, to install, operate, and maintain suitable obstruction markers and
2 obstruction lights ~~thereon or the structure of trees.~~

3 **1-3-27. Judicial review.** -- Any person or persons jointly or severally aggrieved by any
4 decision of the board of appeals, or any taxpayer, or any officer, department, board, or bureau of
5 the political subdivision, or the airports division, may appeal to the superior court in the manner
6 prescribed by § ~~45-24-20~~ 45-24-63 and the provisions of that section shall in all respects be
7 applicable to the appeal.

8 SECTION 35. Section 2-3-10 of the General Laws in Chapter 2-3 entitled "Cooperative
9 Extension District Associations and the Rhode Island Agricultural Council" is hereby amended to
10 read as follows:

11 **2-3-10. Appropriations for general education purposes.** -- The general assembly shall
12 annually appropriate any sum that it may deem necessary for the purpose of supporting the
13 program of the department of environmental management in its enlargement of cooperation with
14 agricultural organizations as exemplified by the Rhode Island agricultural council in the endeavor
15 to promote; ~~and~~ encourage; ~~and~~ generally better rural living in Rhode Island; to encourage and
16 promote agriculture in this state and improve the state's agricultural interests; to hold meetings
17 throughout the state with discussions conducted by authorities from both within and without the
18 state; to make awards for outstanding agricultural contributions, and, in fine, to assist Rhode
19 Island agriculturalists in every way to overcome the problems ~~which~~ that confront them in the
20 agricultural field; this sum is to be expended under the direction of the director of the department
21 of environmental management with a committee of five (5) members of the Rhode Island
22 agricultural council appointed annually by the president of the council within thirty (30) days
23 after the annual meeting of the council; ~~the~~ The committee is to act in an advisory capacity and
24 to assist in the formulation of plans and programs.

25 SECTION 36. Section 2-4-18 of the General Laws in Chapter 2-4 entitled "Soil
26 Conservation" is hereby amended to read as follows:

27 **2-4-18. Coastal resources management council and water resources board**
28 **unaffected.** -- The provisions of this chapter notwithstanding, no provision of this chapter shall
29 be construed to take precedence over or acquire any of the powers delegated to the coastal
30 resources management council under the provisions of ~~§§ 27-33-10, 27-33-11~~ § 46-23-6 and any
31 amendment to these sections and this section shall also apply to the state water resources board.

32 SECTION 37. Section 2-6-7 of the General Laws in Chapter 2-6 entitled "Rhode Island
33 Seed Act" is hereby amended to read as follows:

34 **2-6-7. Duties and authority of the director of the department of environmental**

1 **management -- Appeal of stop sale order.** -- (a) The duty of enforcing this chapter and carrying
2 out its provisions and requirements is vested in the director of the department of environmental
3 management. It is the duty of that officer, who may act through his or her authorized agents:

4 (1) To sample, inspect, make analysis of, and test agricultural and vegetable seeds
5 transported, sold, or offered or exposed for sale within the state for sowing purposes, at any time
6 and place and to any extent as he or she may deem necessary to determine whether those
7 agricultural or vegetable seeds are in compliance with the provisions of this chapter; to notify
8 promptly the person who transported, sold, offered, or exposed the seed for sale, ~~or~~ of any
9 violation;

10 (2) To prescribe and, after a public hearing following public notice, to adopt rules and
11 regulations governing the method of sampling, inspecting, analyzing, testing, and examining
12 agricultural and vegetable seed~~s~~; and the tolerances to be followed in the administration of this
13 chapter, which shall be in general accord with officially prescribed practice in interstate
14 commerce~~;~~ and any other rules and regulations that may be necessary to secure efficient
15 enforcement of this chapter;

16 (3) To prescribe and, after a public hearing following public notice, establish, add to, or
17 subtract from by regulations a prohibited and restricted noxious weed list; and

18 (4) To prescribe and, after a public hearing following public notice, to adopt rules and
19 regulations establishing reasonable standards of germination for vegetable seeds.

20 (b) For the purpose of carrying out the provisions of this chapter, the director,
21 individually or through his or her authorized agents, is authorized:

22 (1) To enter upon any public or private premises during regular business hours in order
23 to have access to seeds and the records connected with the premises subject to this chapter and
24 rules and regulations under this chapter, and any truck or other conveyer by land, water, or air at
25 any time when the conveyer is accessible, for the same purpose;

26 (2) To issue and enforce a written or printed "stop sale" order to the owner or custodian
27 of any lot of agricultural or vegetable seed ~~which~~ that the director finds is in violation of any of
28 the provisions of this chapter or rules and regulations promulgated under this chapter~~;~~ ~~that~~ That
29 order shall prohibit further sale, processing, and movement of the seed, except on approval of the
30 director, until the director has evidence that the law has been complied with~~;~~ and the director has
31 issued a release from the "stop sale" order of the seed; provided, that in respect to seed ~~which~~ that
32 has been denied sale, processing, and movement as provided in this paragraph, the owner or
33 custodian of the seed has the right to appeal from the order to a court of competent jurisdiction in
34 the locality in which the seeds are found, praying for a judgment as to the justification of the

1 order and for the discharge of the seeds from the order prohibiting the sale, processing, and
2 movement in accordance with the findings of the court. The provisions of this paragraph shall not
3 be construed as limiting the right of the director to proceed as authorized by other sections of this
4 chapter;

5 (3) To establish and maintain or make provisions for seed-testing facilities, to employ
6 qualified persons, and to incur any expenses that may be necessary to comply with these
7 provisions;

8 (4) To make or provide for making purity and germination tests of seed for farmers and
9 dealers on request; to prescribe rules and regulations governing that testing; and to fix and collect
10 charges for the tests made. Fees shall be accounted for in any manner that the state legislature
11 may prescribe;

12 (5) To cooperate with the United States ~~department~~ Department of ~~agriculture~~
13 Agriculture and other agencies in seed law enforcement.

14 SECTION 38. Section 2-7-3 of the General Laws in Chapter 2-7 entitled "Commercial
15 Fertilizer" is hereby amended to read as follows:

16 **2-7-3. Definitions.** -- When used in this chapter:

17 (1) "Bulk fertilizer" means a commercial fertilizer distributed in non-package form.

18 (2) "Brand" means a term, design, or trademark used in connection with one or several
19 grades of commercial fertilizer.

20 (3) "Commercial fertilizer" means any substance containing one or more recognized plant
21 nutrient(s) ~~which~~ that is used for its plant nutrient content and ~~which~~ that is designed for use or
22 claimed to have value in promoting plant growth, except unmanipulated animal and vegetable
23 manures, marl, lime, limestone, wood ashes and gypsum, and other products exempted by
24 regulation of the director.

25 (4) "Director" means director of the department of environmental management or his or
26 her authorized agent.

27 (5) "Distributor" means any person who imports, consigns, manufactures, produces,
28 compounds, mixes, or blends commercial fertilizer, or who offers for sale, sells, barter_s, or
29 otherwise supplies commercial fertilizer in this state.

30 (6) "Fertilizer material" means a commercial fertilizer ~~which~~ that either:

31 (i) Contains important quantities of no more than one of the primary plant nutrients
32 (nitrogen, phosphoric acid_s, and potash)_s; or

33 (ii) Has approximately eighty-five percent (85%) of its plant nutrient content present in
34 the forms of a single chemical compound_s; or

1 (iii) Is derived from a plant or animal residue or by-product or a natural₂ material deposit
2 ~~which~~ that has been processed in a way that its content or primary plant nutrients has not been
3 materially changed except by purification and concentration.

4 (7) "Guaranteed analysis" means:

5 (i) Until the director prescribes the alternative form of guaranteed analysis in accordance
6 with the provisions of subdivision (7)(ii) of this section, the term "guaranteed analysis" shall
7 mean the minimum percentage of plant nutrients claimed in the following order and form:

- 8 (A) Total Nitrogen (N) percent
- 9 Available Phosphoric Acid (P₂O₅) percent
- 10 Soluble Potash (K₂O) percent

11 (B) For unacidulated mineral phosphatic materials and basic slag, bone, tankage, and
12 other organic phosphate materials, the total phosphoric acid and/or degree or fineness may also be
13 guaranteed.

14 (C) Guarantees for plant nutrients₂ other than nitrogen, phosphorus₂ and potassium₂ may
15 be permitted or required by regulation of the director. The guarantees for these other nutrients
16 shall be expressed in the form of the element. The sources of these other nutrients (oxides, salt,
17 chelates, etc.) may be required to be stated on the application for registration and may be included
18 as a parenthetical statement on the label. Other beneficial substances or compounds, determinable
19 by laboratory methods, also may be guaranteed by permission of the director, and with the advice
20 of the dean of the ~~college of resource development~~ College of the Environment and Life Sciences
21 at the University of Rhode Island. When any plant nutrients or other substances or compounds are
22 guaranteed, they shall be subject to inspection and analysis in accord with the methods and
23 regulations prescribed by the director.

24 (D) Potential basicity or acidity expressed in terms of calcium carbonate equivalent in
25 multiples of one hundred (100) pounds per ton, when required by regulation.

26 (ii) When the director finds, after a public hearing following due notice, that the
27 requirement for expressing the guaranteed analysis of phosphorus and potassium in elemental
28 form would not impose an economic hardship on distributors and users of fertilizer by reason of
29 conflicting labeling requirements among the states, the director may require₂ by regulation₂ that
30 the "guaranteed analysis" shall be in the following form:

- 31 Total Nitrogen (N) percent
- 32 Available Phosphorus (P) percent
- 33 Soluble Potassium (K) percent

34 Provided, however, that the effective date of the regulation shall be not less than six (6)

1 months following the issuance of this regulation and provided further, that for a period of two (2)
2 years following the effective date of the regulation, the equivalent of phosphorus and potassium
3 may also be shown in the form of phosphoric acid and potash; provided, however, that after the
4 effective date of a regulation issued under the provisions of this section, requiring that
5 phosphorus and potassium shall constitute the grade.

6 (8) "Grade" means the percentage of total nitrogen, available phosphorus or phosphoric
7 acid, and soluble potassium or soluble potash stated in whole numbers in the same terms, order,
8 and percentages as in the guaranteed analysis. Specialty fertilizers may be guaranteed in
9 fractional units of less than one percent (1%) of total nitrogen, available phosphorus or
10 phosphoric acid, and soluble potassium or soluble potash; provided, that fertilizer materials, bone
11 meal, manures, and similar raw materials may be guaranteed in fractional units.

12 (9) "Investigational allowance" means an allowance for variations inherent in the taking,
13 preparation and analysis of an official sample of commercial fertilizer.

14 (10) "Label" means the display of all written, printed, or graphic matter upon the
15 immediate container or statement accompanying a commercial fertilizer.

16 (11) "Labeling" means all written, printed, or graphic matter, upon or accompanying any
17 commercial fertilizer, or advertisements, brochures, posters, television, and radio announcements
18 used in promoting the sale of commercial fertilizers.

19 (12) "Mixed fertilizer" means a commercial fertilizer containing any combination or
20 mixture of fertilizer materials.

21 (13) "Official sample" means any sample of commercial fertilizer taken by the director or
22 his or her agent and designated as "official" by the director.

23 (14) "Percent" or "percentage" means the percentage by weight.

24 (15) "Person" includes individual, partnership, association, firm, and corporation.

25 (16) "Registrant" means the person who registers commercial fertilizer under the
26 provisions of this chapter.

27 (17) "Specialty fertilizer" means a commercial fertilizer distributed primarily for non-
28 farm use, such as home gardens, lawns, shrubbery, flowers, golf courses, municipal parks,
29 cemeteries, greenhouses, and nurseries.

30 (18) "Ton" means a net weight of two thousand (2,000) pounds avoirdupois.

31 SECTION 39. Sections 2-11-2 and 2-11-5 of the General Laws in Chapter 2-11 entitled
32 "Forest Fire Personnel" are hereby amended to read as follows:

33 **2-11-2. Designation of fire chief, senior officer, and forest fire district.** -- The local
34 chief shall be elected, appointed, or designated by the procedure established and within the

1 framework spelled out in the fire company or fire district, city or town charter, by-laws,
2 constitution, or any other existing format for appointment of a fire chief. The fire chief's term of
3 office is recognized as that which is spelled out in the fire company or fire district, city or town
4 charter, by-laws, constitution, or any other existing format for such term of appointment. The fire
5 chief elected, appointed, or designated shall forthwith notify the director of the department of
6 ~~enviromental~~ environmental management of the election, appointment, or designation and shall
7 further notify the director of his or her specific forest fire district and jurisdiction, and the director
8 may then enter into agreements with each fire chief and fire company to provide assistance and to
9 accept assistance in the prevention and control of forest fires and enforcement of forest fire laws
10 ~~which~~ that may include training of personnel. It is the responsibility of the city or town council to
11 appoint a qualified resident to forest fire chief and to designate a forest fire company for any
12 portion of the city or town not protected by an existing fire chief and fire company. If the city or
13 town council of any city or town shall fail to appoint a fire chief as required by this section, the
14 director of the department of environmental management shall appoint some qualified resident of
15 the city or town to act as fire chief until an appointment shall be made by the city or town council,
16 as provided in this section. In any fire company or fire district, the fire chief shall establish and
17 define his or her forest fire district and jurisdiction and shall designate a qualified resident of each
18 district to serve as authorized senior officer. Any designated senior officer shall serve ~~during~~ at
19 the pleasure of the fire chief by whom he or she was designated. A fire chief shall notify the
20 director of the department of environmental management of each authorized senior officer
21 designated by him or her, and of each removal from designation by him or her, forthwith upon the
22 designation or removal.

23 **2-11-5. Reports of fires.** -- Within two (2) weeks after any forest fire, the local fire chief
24 of the local fire district in which the fire occurs shall mail a report of the fire to the director of the
25 department of environmental management, using the printed form furnished for that purpose. In
26 case any local fire chief fails to make the report as required by this section, or the local fire chief
27 fails to transmit a copy of the itemized account, as provided in § 2-11-6, the fire department or
28 fire district shall not receive from the state the payment due under § 2-11-6 ~~on account of the~~
29 ~~extinguishing of the fire~~ for extinguishing the fire.

30 SECTION 40. Section 2-20-19 of the General Laws in Chapter 2-20 entitled "Lumber
31 Surveys" is hereby amended to read as follows:

32 **2-20-19. Marking of measure.** -- In the survey of all boards, planks, joists and timber,
33 the contents of this lumber in board measure shall be marked on this lumber in plain and durable
34 numbers, and all other marks, if not correct, shall be erased, and in marking the contents of any

1 lumber, the board measure marks commonly used in marking boards shall only be used.

2 SECTION 41. Section 2-22-16 of the General Laws in Chapter 2-22 entitled "Soil
3 Amendments" is hereby amended to read as follows:

4 **2-22-16. Quality assurance funds.** -- All funds received by the department under this
5 chapter shall be deposited into the feed and fertilizer quality testing fund established under § 2-7-
6 ~~6~~(a) and used for the express purpose of testing and assuring the soil amendment.

7 SECTION 42. Section 3-5-23 of the General Laws in Chapter 3-5 entitled "Licenses
8 Generally" is hereby amended to read as follows:

9 **3-5-23. Revocation of license for criminal offenses or disorderly conditions -- Action**
10 **on bond.** -- (a) If any licensed person is convicted of violating any of the provisions of this title,
11 or of chapters 6, 10, 34, ~~40~~ or 45 of title 11, or §§ 11-2-1, 11-9-13, 11-9-15, 11-11-5, ~~11-11-6~~, 11-
12 18-2 -- 11-18-4, 11-20-1, 11-20-2, 11-23-4, 11-30-1 -- 11-30-11, 11-31-1 or 11-37-2 -- 11-37-4,
13 or pleads guilty or nolo contendere to any complaint or indictment under any of these provisions,
14 or if his or her license is revoked, his or her bond shall be put in suit by the town or city treasurer
15 of the city or town where the bond is given, and by due process of law, the penal sum of the bond
16 shall be recovered for the use of the town or city.

17 (b) If any licensed person permits the house or place where he or she is licensed to sell
18 beverages under the provisions of this title to become disorderly as to annoy and disturb the
19 persons inhabiting or residing in the neighborhood, or permits any gambling or unlawful gaming
20 to be carried on in the neighborhood, or permits any of the laws of this state to be violated in the
21 neighborhood, in addition to any punishment or penalties that may be prescribed by statute for
22 that offense, he or she may be summoned before the board, body, or official ~~which~~ that issued his
23 or her license and before the department, when he or she and the witnesses for and against him or
24 her may be heard. If it appears to the satisfaction of the board, body, or official hearing the
25 charges that the licensee has violated any of the provisions of this title or has permitted any of the
26 things listed in this section, then the board, body, or official may suspend or revoke the license or
27 enter another order.

28 (c) In case the license is revoked, the licensed person after the revocation shall cease to
29 have any authority under the license and shall be disqualified from holding any of the licenses
30 provided for in this title for a period of five (5) years following the revocation.

31 (d) The revocation of a license shall not interfere with, or prejudice the right of, recovery
32 upon the licensee's bond for the full amount of the bond.

33 SECTION 43. Section 3-6-13 of the General Laws in Chapter 3-6 entitled
34 "Manufacturing and Wholesale Licenses" is hereby amended to read as follows:

1 **3-6-13. License bonds to state.** -- As conditions precedent to the issuance by the
2 department of any manufacturer's license, rectifier's license, wholesaler's Class A license,
3 wholesaler's Class B license, and wholesaler's Class C license under the provisions of this
4 chapter, the person applying for a license shall give bond to the general treasurer of the state in a
5 penal sum in the amount that the department of business regulation requests with at least two (2)
6 resident sureties satisfactory to the department of business regulation, or a surety company
7 authorized to do business in this state as surety, which bond shall be on condition that the licensee
8 will not violate, or suffer to be violated, on any licensed premises under his or her control any of
9 the provisions of this chapter or of chapter 5 of this title or of chapters 10, 34, ~~40~~ or 45 of title 11
10 or §§ 11-2-1, 11-9-13, 11-9-15, 11-11-5, ~~11-11-6~~, 11-18-2 -- 11-18-4, 11-20-1, 11-20-2, 11-23-4,
11 11-31-1 or 11-37-2 -- 11-37-4 and on condition that the licensee will pay all costs and damages
12 incurred by any violation of any of those chapters or sections; and shall also pay to the division of
13 taxation the license fee required by this chapter.

14 SECTION 44. Section 3-7-7.6 of the General Laws in Chapter 3-7 entitled "Retail
15 Licenses" is hereby amended to read as follows:

16 **3-7-7.6. Casino license -- Class B-C.** -- (a) A Class B-C license shall be issued only to a
17 holder of a gaming and entertainment license that is authorized to operate twenty-four (24) hours
18 a day.

19 (b) The license authorizes the holder to keep for sale and sell beverages, including beer
20 in cans, at retail at the place described and to deliver them for consumption on the premises or
21 place where sold. It also authorizes the charging of an admission to events at the gaming and
22 entertainment facility.

23 (c) The license authorizes the holder to sell and serve alcoholic beverages between the
24 hours of six o'clock (6:00) a.m. and two o'clock (2:00) a.m. on Fridays, Saturdays, and nights
25 before federal and state legally recognized holidays. The fee for a Class B-C license shall be two
26 thousand five hundred dollars (\$2,500).

27 (d) The applicant for a Class B-C license shall submit the following to its host
28 municipality:

29 (1) The applicant holds a valid and enforceable Class B-V license that is in good
30 standing.

31 (2) The applicant is a licensed gaming and entertainment establishment that is authorized
32 to operate twenty-four (24) hours a day.

33 (3) The applicant provides a twenty-four-hour (24) security plan to the chief of police or
34 other appropriate law enforcement official for the host municipality.

1 (4) The security plan shall set forth a protocol for communication with the host
2 municipality's police department and for updating the plan, as necessary.

3 (e) In the event that the host municipality grants a Class B-C license, the licensee shall
4 exchange its existing Class B-V license for the Class B-C license.

5 (f) Upon receipt of the proper permits from the local licensing board, holders of Class B-
6 C licenses are permitted to have dances, entertainment, and food service within the licensed
7 premises to be conducted during the hours permitted for sale and service of alcoholic beverages.

8 (g) A holder of a Class B-C license, upon approval of the department of business
9 regulations and the local licensing board, may ~~undertake promotional events related to the service~~
10 ~~of alcoholic beverages that may be otherwise prohibited~~ serve alcoholic beverages as part of an
11 event that may not be specifically set forth in § 3-7-26(c). The holder of the Class B-C license
12 must secure approval for any such promotional event first from the department of business
13 regulation liquor control administration and then from the local licensing board upon establishing
14 a specific security protocol for the event.

15 (h) Notwithstanding any provisions in the department of business regulation liquor
16 control administration regulations, rule 18, it shall be lawful for the holder of a Class B-C license
17 to permit the consumption of alcoholic beverages at any time as long as the subject alcoholic
18 beverage was purchased during legal service hours.

19 (i) To the extent that there is no conflict with the provisions of § 3-7-7.6, the provisions
20 of § 3-7-7 shall apply to a holder of a Class B-C license.

21 SECTION 45. Section 3-13-1 of the General Laws in Chapter 3-13 entitled "Malt
22 Beverage Supplier-Wholesaler Agreements" is hereby amended to read as follows:

23 **3-13-1. Definitions.** -- As used in this chapter:

24 (1) "Agreement" means any contract, agreement, or arrangement, whether expressed or
25 implied, whether oral or written, for a definite or indefinite period between a supplier and a
26 wholesaler pursuant to which a wholesaler has the right to purchase, resell, and distribute any or
27 all brands of malt beverages offered by the supplier. The agreement between a supplier and a
28 wholesaler is not considered a franchise relationship.

29 (2) "Good cause" means the failure by any party to an agreement, without reasonable
30 excuse and justification, to comply substantially with a reasonable requirement imposed by either
31 party.

32 (3) "Malt Beverage" means the same as defined in chapter 1 of this title.

33 (4) "Person" means a natural person, partnership, trust, agency, corporation, division of a
34 corporation, or other form of business enterprise. Person also includes heirs, assigns, personal

1 representatives, and guardians.

2 (5) "Supplier" means any person engaged in business as a brewer, manufacturer,
3 importer, master wholesaler, broker, or agent of malt beverages ~~which~~ who enters into an
4 agreement with any wholesaler in this state to distribute any or all of its brands of malt beverages,
5 and any successor-in-interest to that entity with respect to the agreement. The term supplier does
6 not refer to any brewer licensed under § 3-6-1.

7 (6) "Territory" or "sales territory" means the geographic area of primary sales
8 responsibility designated by an agreement between a wholesaler and supplier for any brand or
9 brands of the supplier.

10 (7) "This act" means this chapter ~~which~~ that has the short title and may be cited as the
11 "Beer Industry Fair Dealing Law".

12 (8) "Wholesaler" means any person licensed to import₂ or cause to be imported₂ into this
13 state, or to purchase₂ or cause to be purchased₂ in this state, malt beverages for resale or
14 distribution to retailers licensed in this state, and any successor-in-interest to that entity.

15 SECTION 46. Section 4-9-1 of the General Laws in Chapter 4-9 entitled "Biological
16 Products" is hereby amended to read as follows:

17 **4-9-1. Products to be labeled.** -- All biological products as defined under the Virus-
18 Serum-Toxin Act 21 USC 151-159 et seq., ~~biological products~~ used for the testing or immunizing
19 of animals sold, given away, or used within the state₂ shall bear a label₂; stating the name₂; and
20 address of the person, firm, or institution making it₂; ~~and~~ the date of its expiration₂ and comply
21 with all other provisions of the Virus-Serum-Toxin Act 21 USC 151-159 et seq.

22 SECTION 47. Section 4-13-1.3 of the General Laws in Chapter 4-13 entitled "Dogs" is
23 hereby amended to read as follows:

24 **4-13-1.3. Rabies control board.** -- (a) There shall be a rabies control board consisting of
25 seven (7) people as follows:

26 (1) The director of the Rhode Island department of environmental management₂ or his or
27 her designee;

28 (2) The director of the Rhode Island department of health₂ or his or her designee;

29 (3) A Rhode Island licensed veterinarian, appointed by the governor, who is a member of
30 the Rhode Island ~~v~~Veterinary ~~m~~Medical ~~a~~Association;

31 (4) A livestock farmer, appointed by the governor, who is a member of the Rhode Island
32 ~~f~~Farm ~~b~~Bureau;

33 (5) A member of a recognized Rhode Island humane group (such as the Rhode Island
34 ~~s~~Society for ~~p~~Prevention of ~~e~~Crueity to ~~a~~Animals), appointed by the governor;

1 (6) The state veterinarian, who shall serve as chairperson;

2 (7) A member of the Rhode Island ~~a~~Animal ~~e~~Control ~~a~~Association, appointed by the
3 governor.

4 (b) All appointments made under this section after ~~the effective date of this act~~ April 20,
5 2006~~†~~ shall be subject to the advice and consent of the senate. The members of the board shall
6 serve without compensation. The board members from the departments of health and
7 environmental management shall serve at the discretion of their directors. The state veterinarian
8 shall serve without term. Nongovernmental members shall serve for a period of three (3) years
9 and reappointments shall be made by the governor with the advice and consent of the senate.

10 (c) Vacancies for citizen members shall be filled by appointment, in the same manner as
11 the original appointment, for the unexpired term only. Four (4) members of the board shall
12 constitute a quorum.

13 (d) Members of the board shall be removable by the governor pursuant to § 36-1-7 of the
14 general laws and for cause only. ~~and~~ Removal solely for partisan or personal reasons unrelated
15 to capacity or fitness for the office shall be unlawful.

16 (e) The board may elect from among its members such other officers as they deem
17 necessary.

18 (f) The director of the department of environmental management shall direct staff to
19 support the board within the constraints of available resources.

20 (g) Within ninety (90) days after the end of each fiscal year, the board shall approve and
21 submit an annual report to the governor, the speaker of the house of representatives, the president
22 of the senate, and the secretary of state of its activities during that fiscal year. The report shall
23 provide: an operating statement summarizing meetings or hearings held, including meeting
24 minutes, subjects addressed, decisions rendered, rules or regulations promulgated, studies
25 conducted, policies and plans developed, approved or modified, and programs administered or
26 initiated; a consolidated financial statement of all funds received and expended, including the
27 source of the funds, a listing of any staff supported by these funds, a summary of any clerical,
28 administrative, or technical support received; a summary of performance during the previous
29 fiscal year including accomplishments, shortcomings, and remedies; a synopsis of any legal
30 matters related to the authority of the board; a summary of any training courses held pursuant to
31 subsection ~~(h) 4-13-1.3(i)~~; a briefing on anticipated activities in the upcoming fiscal year; and
32 findings and recommendations for improvements. The report shall be posted electronically as
33 prescribed in § 42-20-8.2. The director of the department of administration shall be responsible
34 for the enforcement of this provision.

1 (h) Newly appointed and qualified members and new designees of ex officio members of
2 the board are required to complete a training course within six (6) months of their qualification or
3 designation. The course shall be developed by the chair of the board, approved by the board, and
4 conducted by the chair of the board. The board may approve the use of any board or staff
5 members or other individuals to assist with training. The course shall include instruction in the
6 following areas: chapters ~~4-13, 42-46, 36-14 and 38-2~~ 13 of title 4, 46 of title 42, 14 of title 36
7 and 2 of title 38; and the board's rules and regulations. The director of the department of
8 administration shall, within ninety (90) days of ~~the effective date of this act~~ [April 20, 2006]
9 prepare and disseminate training materials relating to the provisions of chapters ~~42-46, 36-14 and~~
10 ~~38-2~~ 46 of title 42, 14 of title 36 and 2 of title 38.

11 SECTION 48. Section 4-13.1-11 of the General Laws in Chapter 4-13.1 entitled
12 "Regulation of Vicious Dogs" is hereby amended to read as follows:

13 **4-13.1-11. Determination of a vicious dog.** -- (a) In the event that the dog officer or law
14 enforcement officer has probable cause to believe that a dog is vicious, the chief dog officer, or
15 his or her immediate supervisor, or the chief of police, or his or her designee, is empowered to
16 convene a hearing for the purpose of determining whether or not the dog in question should be
17 declared vicious. The dog officer or chief of police shall conduct, or cause to be conducted, an
18 investigation and shall notify the owner or keeper of the dog that a hearing will be held, at which
19 time he or she may have the opportunity to present evidence why the dog should not be declared
20 vicious. The hearing shall be held promptly within no less than five (5), nor more than ten (10),
21 days after service of notice upon the owner or keeper of the dog. ~~while said notice shall be served~~
22 ~~upon the owner.~~ The hearing shall be informal and shall be open to the public. The hearing shall
23 be conducted by a panel of three (3) persons ~~which that~~ shall consist of the chief of police, or his
24 or her designee, the executive director of the ~~society~~ Society for the ~~prevention~~ Prevention of
25 ~~cruelty~~ Cruelty to ~~animals~~ Animals (S.P.C.A.), or his or her designee; and a person chosen by the
26 chief of police and the executive director of the S.P.C.A. All members of the panel shall have one
27 vote in making a determination whether or not the dog in question is vicious. Hearing officers
28 shall have immunity.

29 (b) After the hearing, the owner or keeper of the dog shall be notified in writing of the
30 determination. If a determination is made that the dog is vicious, the owner or keeper shall
31 comply with this chapter in accordance with a time schedule established by the dog officer or
32 chief of police, but in no case more than thirty (30) days subsequent to the date of the
33 determination. If the owner or keeper of the dog contests the determination, he or she may, within
34 five (5) days of that determination, bring a petition in the district court within the judicial district

1 where the dog is owned or kept, praying that the court conduct its own hearing on whether or not
2 the dog should be declared vicious. After service of notice upon the dog officer, the court shall
3 conduct a hearing de novo and make its own determination as to viciousness. The hearing shall be
4 conducted within seven (7) days of the service of the notice upon the dog officer or law
5 enforcement officer involved. The issue shall be decided upon the preponderance of the evidence.
6 If the court rules the dog to be vicious, the court may establish a time schedule to ~~insure~~ ensure
7 compliance with this chapter, but in no case more than thirty (30) days subsequent to the date of
8 the court's determination. If the owner has not complied with the provisions of this chapter at the
9 end of thirty (30) days from the written notification that the dog is vicious, the dog may be
10 euthanized.

11 (c) The court may decide all issues for or against the owner or keeper of the dog
12 regardless of the fact that the owner or keeper fails to appear at the hearing.

13 (d) The determination of the district court shall be final and conclusive upon all parties.
14 The dog officer or any law enforcement officer shall have the right to convene a hearing under
15 this section for any subsequent actions of the dog.

16 (e) In the event that the dog officer or law enforcement officer has probable cause to
17 believe that the dog in question is vicious and may pose a threat of serious harm to human beings
18 or other domestic animals, the dog officer or law enforcement officer may seize and impound the
19 dog pending the hearings.

20 The owner or keeper of the dog is liable to the city or town where the dog is impounded for the
21 costs and expenses of keeping the dog. The city or town council may establish by ordinance a
22 schedule of those costs and expenses.

23 SECTION 49. Section 4-20-5 of the General Laws in Chapter 4-20 entitled "Rodeo
24 Animals and Livestock" is hereby amended to read as follows:

25 **4-20-5. Duties of veterinarian in charge.** -- The appointed veterinarian, once appointed
26 to oversee any rodeo, ~~has~~ shall have access to the complete site of any activity involving animals
27 to be employed in the event. The veterinarian ~~has~~ shall have complete authority over the
28 treatment and use of any animal ~~which~~ that becomes injured in this event. The veterinarian ~~has~~
29 shall have the right to declare any animal unfit for use in any ~~this~~ such event and his or her
30 decision shall be final after that decision has been communicated to the person in charge, as
31 communicated to the animal control officer in § 4-20-2.

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ARTICLE III – EFFECTIVE DATES

SECTION 50. Article II of this bill shall take effect on December 31, 2015. The remaining portions of the bill shall take effect upon passage.

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LC002593/SUB A/2
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EXPLANATION
BY THE LEGISLATIVE COUNCIL
OF
A N A C T
RELATING TO STATUTES AND STATUTORY CONSTRUCTION

1 This act would make a number of technical amendments to the general laws, prepared at
2 the recommendation of the Law Revision Office. Article I of the act includes the statutory
3 construction bill. Article II of the act contains reenactments of selected general laws.

4 Article II of this act would take effect on December 31, 2015. The remaining portions of
5 this act would take effect upon passage.

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LC002593/SUB A/2
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