

**STATE OF RHODE ISLAND
AND PROVIDENCE PLANTATIONS**

RI WATER RESOURCES BOARD

**Rules and Procedures for
WATER QUALITY PROTECTION CHARGES**

OCTOBER 1998

AUTHORITY: These regulations are adopted in accordance with Chapter 42-35 pursuant to Chapter 46-15.3 of the Rhode Island General Laws, as amended.

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SECTION 1.00 IMPOSITION OF WATER QUALITY PROTECTION CHARGE

(a) This section prescribes procedures and requirements for the imposition of a water quality protection charge, collection and remittance of a water quality protection charge and disbursement of water quality protection funds and bond proceeds.

(b) The following words and terms when used in this section shall have the following meanings unless the context clearly indicates otherwise:

(1) **Act** shall mean the Public Drinking Water Protection Program, Title 46, Chapter 15.3 of the General Laws of Rhode Island (RIGL), as amended.

(2) **Board** shall mean the Rhode Island Water Resources Board as established by RIGL Title 46, Chapters 15 and 15.1, as amended.

(3) **Eligible Expenditure** shall mean the acquisition of a fee simple interest or of a conservation restriction, as that term is defined in RIGL Title 34, Chapter 39-Paragraph 2(a) as amended, or other interest in watershed lands including, but not limited to, costs and expenses relating to the improvement of such lands or interests therein, maintenance of the lands or roads or interests therein, and taxes thereon, and the costs of preparation of water quality protection plans and updates, and related property surveys and appraisals, or the funding of the construction of physical improvements that directly protect the quality and safety of the public drinking water supply. Watershed lands eligible for protection may be located within or without the state. No funds shall be used to extend service lines or expand system capacity.

(4) **Fund** shall mean the water quality protection fund, which shall be administered by, and be in the custody of the treasurer of the Board. Such fund shall consist of such amounts as the state may from time to time appropriate, of all water protection charges other than the seven and eight-tenths (7.8%) of the charges collected and retained by the Supplier for any purpose relating to the operation of the Supplier, of proceeds from the sale of bonds and notes secured by pledging or assigning, in whole or in part, the revenues and other monies held or to be deposited in the water quality protection fund, and any other revenues derived under RIGL Title 46, Chapter 15.3, as amended.

(5) **Receipt of sale** shall mean acknowledgement that public drinking water has been exchanged for an agreed sum of money, or other consideration of any kind.

(6) **Sale** shall mean all retail sales of potable water to end users for any purpose in the ordinary course of business by a supplier, except for sales subject to the 65 years of age and older exemption, the commercial agricultural producer exemption, or the out-of-state potable water source exemption.

(7) **Supplier(s) of public drinking water or water supplier and suppliers** shall mean any city, town, district, or other municipal, quasi-municipal or public or private corporation or company engaged in the sale of potable water and the water supply business in Rhode Island, provided, however, that only Suppliers which withdraw water from wells, reservoirs, springs, or other original sources in potable quality shall be entitled to disbursement of funds.

(8) **Water quality protection charge** shall mean a water quality protection charge imposed upon suppliers of public drinking water based upon billings for sales of public drinking water at the rate established by law for each sale whether that water be used for drinking or other purposes.

(c) The water quality protection charge shall be imposed per RIGL 46-15.3-5, as amended.

(1) Exemptions from water quality protection charges for elderly customers shall be made only upon proper application and qualifications. These exemptions shall be applied prospectively only to billings rendered after application and qualification and the attainment of age 65.

(2) Suppliers shall require proof of age in the same manner as the Supplier requires proof of age to support applications for exemptions from or freezes on local property taxes, if applicable. If not applicable, Suppliers shall require proof of age by means such as a driver's license or a birth certificate. In order to be eligible for the elderly exemption, the property for which the exemption is sought must be occupied by the elderly person seeking the exemption and water service must be in the name of the elderly person seeking the exemption. The elderly exemption shall apply only to that portion of the property occupied by the elderly person and the members of the elderly person's household. ["Household" as used herein means one or more persons occupying a dwelling unit and living as a single non-profit housekeeping unit. "Household" does not include bona fide lessees, tenants or roomers, and boarders on contract.]

(3) The water quality protection charge shall be pro-rated by the number of living units to provide for only such portion of the premises occupied by the elderly person or his or her household to benefit from the exemption. For example, if an elderly person seeking an exemption occupies one unit of a three-unit apartment house metered in the name of the elderly person, the elderly person will qualify for an exemption from only 1/3 of the water quality protection charge.

(4) Elderly exemptions shall continue only so long as qualification for exemption continues in all respects.

(d) All commercial agriculture producers shall be exempt from the imposition of the water quality protection charge for that amount of water used to irrigate commercial crops either in the fields or green houses provided that said producers have a conservation plan on file with their respective conservation district.

(e) No water quality protection charge shall be imposed on that portion of a Supplier's retail billing representing potable water furnished to customers by purchase of water in its finished, potable form from sources outside the state. The water quality protection charge imposed on a Supplier purchasing water from outside the state shall be pro rata imposed on such Supplier's retail billings for that portion of potable water supplied from within the state. For each billing, Suppliers shall provide the Water Resources Board such supplier's gross water production, distribution, and other data demonstrating to the Board the reasonableness of the Supplier's apportionment of finished potable water generated from sources within and outside the state.

SECTION 2.00 COLLECTION OF WATER QUALITY PROTECTION CHARGE

A record of billings shall be maintained by every supplier, showing:

(a) The amount of water billed, amount of water quality protection charges billed, and amounts of water quality protection charges remitted to the Board.

(b) The number of exemptions from the water quality protection charge granted to a purchaser 65 years of age and over.

(c) The number of exemptions from the water quality protection charge granted to a commercial agricultural producer.

(d) Suppliers shall maintain their records regarding water consumption, billings, sales, and exemptions for at least a 5-year period. Suppliers shall for the same period maintain their records regarding elderly and commercial agricultural exemption applications. Suppliers shall provide the Board with full access to their books and records and any other information reasonably required by the Board to insure proper remittance of water quality protection charges to the Board and compliance with the Act and these rules.

(e) Suppliers shall provide the Board with a copy of their audited financial statements within 180 days of the end of Supplier's fiscal year. Suppliers shall provide the Board with a copy of any annual report filings with the Division of Public Utilities and Carriers regarding billings and consumption. Such materials shall be filed with the Board at the same time the filing is made with the Division of Public Utilities and Carriers.

(f) For all Suppliers other than the City of Providence acting through the Providence Water Supply Board, or Suppliers purchasing water from the City of Providence acting through the Providence Water Supply Board, the Supplier shall remit to the Board by the 20th day of each month any and all water quality protection charges due for Supplier's billings occurring in the second calendar month preceding such remittance. Amount "due for Suppliers's billings " in these rules means amount due from customers at such time customers may pay without the imposition of penalties or interest or such other time as customer bills will not otherwise be overdue. [The Supplier's billings subject to remittance are deemed to be the billings due from the Supplier's customers in the amounts and at such times the billings are due to the Supplier from its customers].

(g) (1) For Suppliers purchasing water from the City of Providence acting through the Providence Water Supply Board, for that portion of such Supplier's retail billings representing water furnished to the purchasers from the Providence Water Supply Board, such portion of the water quality protection charge shall be remitted to the Providence Water Supply Board by the 20th day of each month based upon any and all water quality protection charges due for the Supplier's billings occurring in the second calendar month preceding such remittance, and for that portion of such Supplier's retail billings representing the remaining water furnished to the purchasers from sources other than the Providence Water Supply Board, such portion of the water quality protection charge shall be remitted to the Water Resources Board by the 20th day of each month based upon any and all water quality protection charges due for Supplier's billings occurring in the second calendar

month preceding such remittance. Amounts remitted by Suppliers purchasing water from the City of Providence to both the Providence Water Supply Board and the Board shall be based pro rata on metered water production originating from the Providence Water Supply Board and from all other sources. In no event shall any Supplier be responsible to collect or pay more than a single water quality protection charge with respect to water sold by such Supplier. The total combined amounts to be remitted to the Board and the Providence Water Supply Board by such Supplier shall equal the total water quality protection charge imposed on such Supplier.

(2) The prorated portion of water originating from the Providence Water Supply Board shall be determined initially based on 85% of the aggregate master meter billings from the Providence Water Supply Board to such Supplier. This 85% factor acknowledges that there are system losses, unaccounted for water for public fire protection, and elderly and commercial agricultural exemptions. Reconciliation of the Providence Water Supply Board master meters and the retail meters of such Supplier shall take place at least once each calendar year and not more frequently than every 3 months. Reconciliation audits shall be prepared at the expense and direction of the Supplier receiving a portion of its water supply from the Providence Water Supply Board. All data supporting reconciliation audits shall be subject to inspection by the Board and the Providence Water Supply Board at reasonable times at the offices of the Suppliers. The reconciliation audit shall be prepared by an independent auditing firm mutually agreed upon by the Providence Water Supply Board and such Supplier, and acceptable to the Board. The reconciliation audit shall certify to the accuracy of billing records, list the number of metered accounts, provide an estimate of water delivered to unmetered accounts other than public fire protection, list the number of exemptions, and certify that there is a proactive program to eliminate unmetered and unaccounted for water. If, for any auditing period, an upward adjustment is made to the 85% factor based on actual metered retail sales, and the Supplier owes additional monies to the Providence Water Supply Board by the Supplier, payment of such underpayment shall be made by the Supplier to the Providence Water Supply Board within 45 days of such reconciliation audit and the Board shall make an equal compensating credit to such Supplier's future payments to the Board. If, for any auditing period, a downward adjustment is made to the 85% factor based on actual metered retail sales, and the Providence Water Supply Board owes additional monies to the Supplier, the Providence Water Supply Board shall credit the Supplier such amounts until the over-payment is used up and such Supplier shall remit additional monies to the Board to such credits as such credits are applied.

(3) Once a reconciliation audit establishes a new percentage factor, such percentage factor shall be employed for future remittances of the water quality protection charge by the applicable Supplier until such time as a new reconciliation audit establishes a different percentage factor.

(h) Accompanying each remittance to the Board shall be a completed remittance advice form provided by the Board.

(i) On or before the 20th day of each January and July, Suppliers shall provide the Board with their projection as to water quality protection charges to be paid by Suppliers to the Board over the following twelve calendar month period. Such projections shall be submitted on a form provided by the Board.

(j) All water quality protection charges remitted to the Board, any funds as the state shall from time to time appropriate, proceeds from the sale of bonds and notes, and any monies obtained as grants, bequests, donations, gifts or fines which are intended to be used for the purposes consistent with RIGL Title 46, Chapter 15.3, Public Drinking Water Supply System Protection Act, shall be deposited in a water quality protection fund which shall be administered by and be in the custody of the Treasurer of the Board.

(k) If any Supplier fails to pay the water quality protection charge imposed upon it, the Board shall notify such Supplier in writing specifying the amount of charge due and the date by which payment is demanded. If Supplier shall contest the amount due, the Board shall consider any materials presented by the Supplier to support its claim. Upon a determination by the Board of the amount due and the failure to pay, the Board shall invoke the state aid intercept provisions under the Act.

SECTION 3.00 DISBURSEMENTS FROM THE WATER QUALITY PROTECTION FUND

(a) Disbursement of funds shall be made per RIGL 46-15.3-11, as amended.

(b) Any monies accumulated in the Water Quality Protection Fund which are in excess of that pledged to repayment of outstanding bonds, notes, lease payments or loan payments at any given time may be used directly for eligible expenditures for purposes permitted under these rules.

(c) (1) Monies subject to requisition from any bond proceeds shall be disbursed to each Supplier in accordance with the proceedings authorizing the issuance of the bonds and any agreements with suppliers regarding expenditures of bond proceeds and the requisition of bond proceeds. Suppliers shall be required to expend water quality protection fund monies and bond proceeds as follows:

(i) Not less than 55% shall be spent for the acquisition of land or rights in land or physical improvements to land required to protect the quality of raw water in the water supply system. Expenditures for maintenance, administration, including, without limitation, costs of preparation of water supply system management plans and updates, related property surveys and appraisals, and payment of taxes shall be included as part of the 55% requirement.

(ii) Any remaining funds may be used for the funding of the construction of physical improvements that directly protect the quality and safety of public drinking water supply. No funds shall be used to extend service lines, to expand system capacity, or to install and maintain customarily applied water supply improvements. The Board shall make the final determination regarding non-standard water quality improvements. Watershed lands eligible for protection may be located within or outside the state.

(2) The costs of issuance of notes and bonds authorized by RIGL Title 46, Chapter 15.3, Public Drinking Water Protection, as amended, may be payable from any monies in the water quality protection fund or from bond proceeds.

(3) Preparation and updates of water supply system management plans and related property surveys and appraisals may be reimbursed or paid from the water quality protection funds or from bond proceeds.

(d) In making decisions about the expenditure of money and the items sought to be requisitioned from bond proceeds, Suppliers shall take into account RIGL 46-15.3-11, as amended.

(e) Prior to disbursement of bond proceeds to such supplier, the Supplier must be in compliance with the Water Supply System Management Planning Act, RIGL 46-15.3, as amended.

SECTION 4.00 WATER QUALITY PROTECTION FUNDS

(a) The following requirements, in addition to such other statutes, rules, terms, and conditions as may be applicable to a particular Supplier through the proceedings authorizing the issuance of bonds or through any supplier agreements related thereto, are conditions of each disbursement of funds to a Supplier from the water quality protection fund or from bond proceeds and precedent to each expenditure made pursuant to a supplier agreement:

(1) The Supplier shall have completed a water quality protection component certified by the Board as consistent with and in compliance with the requirements of RIGL Title 46, Chapter 15.3, Paragraph 7, Water Quality Protection Component, as amended.

(2) The disbursement and expenditure of water quality protection funds and bond proceeds must be initiated and completed in accordance with the time schedule specified in the proceedings authorizing the issuance of the bonds or any supplier agreements related thereto.

(3) All requisitions of bond proceeds shall be in accordance with the proceeding authorizing the issuance of the bonds and any supplier agreements related thereto.

(4) All expenditures financed through the water quality protection fund or the requisitioning of bond proceeds shall conform to all applicable requirements of federal, state, and local laws, ordinances, rules and regulations.

(5) All suppliers may disburse 7.8% of the charges collected and retained by the Supplier as an administrative charge under the Act for any purpose relating to the operation of the Supplier.

(6) To obtain any disbursement and expenditure of water quality protection funds for acquisition of land or rights in land pursuant to Section 3.00 (c) (1) (i) hereof, the Supplier must submit the following required documentation to the Board for approval:

(i) Supplier time schedule - Each Supplier must submit an initial land acquisition time schedule to the Board. The schedule must set forth the proposed acquisitions and the approximate time frame in which each acquisition will be completed. The schedule shall be updated by the Supplier from time to time as said schedule changes or as may be requested

by the Board. The schedule must evidence the ability of the Supplier to complete the acquisitions in conformance with the requirements of Section 4.00 (a) (2) hereof.

(ii) Appraisal - A real property appraisal, conducted by a real estate appraiser certified by the state in which the real property is located, which establishes the fair market value for the land the Supplier is seeking disbursement of funds for. The appraisal must comply with the Uniform Standards of Professional Appraisal Practice, as established by the Appraisal Standards Board of the Appraisal Foundation, and the Uniform Appraisal Standards for Federal Land Acquisitions, if applicable. The Board or its designee shall conduct a Review Appraisal and shall notify the Supplier of acceptance or rejection of the appraisal. Any rejection shall clearly set forth the reasons for such rejection and the Board or its designee shall be available to discuss any such appraisal with a Supplier.

(iii) Purchase and Sale Contract - A fully executed Purchase and Sale Contract by and between the Supplier and all Sellers involved in an acquisition. A Purchase and Sale Contract may only be executed subsequent to the approval by the Board of the appraisal as set forth in subsection 4.00 (a) (6) (ii) above. The Purchase and Sale Contract shall contain warranties that certify that the property is in compliance with all federal, state and local environmental requirements, which warranties shall survive the closing on the property. The Purchase and Sale Contract shall otherwise be in form and substance satisfactory to the Board. A Certificate of Disclosure, identifying all individuals and entities having a legal interest in the property must accompany the Purchase and Sale Contract.

(iv) Survey - A Class I survey performed by a registered land surveyor. The survey shall show the property bounds of the property to be acquired, identifying any deletions from the property, easements, rights-of-way or encumbrances. The survey shall be stamped by the registered surveyor. The survey must be conducted in conformance with the Procedural and Technical Standards for the Practice of Land Surveyors in the state in which the property is located.

The survey map shall:

- 1) Have a traverse closure of 1:10,000 feet.
- 2) Provide sufficient monumentation to reproduce the survey.
- 3) Meet all requirements of the respective city or town zoning ordinance and any applicable subdivision regulations.
- 4) Be in a form suitable for recording in the land evidence records of the respective city or town.

The Surveyor must also supply a metes-and-bounds property description and a Surveyor's Report adequate in form and substance for issuance of title insurance for the property.

(v) Title Insurance Commitment – A title insurance commitment from a title insurance company providing for clear title to the Supplier upon acquisition of the property. The commitment shall set forth all encumbrances that have a material affect upon the interest the Supplier is acquiring.

(vi) Deed or Easement Documentation – The proposed Deed or Conservation Easement for the proposed acquisition. The Deed or Easement must provide that the land being acquired shall be maintained in perpetuity in a manner that protects the quality of raw water of the Supplier's water supply system. The Deed or Easement shall perpetually restrict the property to ensure that the property is conserved for the purposes set forth herein and shall permit a transfer of the property only to a successor in function of the Supplier.

(vii) Supplier Resolution – A certified resolution, of the governing board of the Supplier authorizing the acquisition.

(viii) Environmental Site Assessment – In the sole discretion of the Board, the Supplier may be required to submit an Environmental Site Assessment. The site assessment must meet the guidelines set by the Rhode Island Society of Environmental Professionals or the applicable state regulatory requirements if the property is not located in Rhode Island. The Board shall approve or reject any documentation submitted pursuant to this subsection within 30 days of submission.

SECTION 5.00 SUPPLIER AGREEMENTS

(a) Upon the borrowing of money and the issuance of bonds therefor for the purposes set forth in RIGL Title 46, Chapter 15.3, Public Drinking Water Protection, as amended, the Board shall enter into supplier agreements with Suppliers eligible for disbursement of bond proceeds.

(b) Suppliers shall comply with all terms and conditions of such supplier agreements. The Board will be under no obligation whatsoever to approve Supplier's requisitions of bond proceeds if Supplier is not current on all water quality protection charges owed to the Board in the Board's determination.

SECTION 6.00 ADMINISTRATION AND PERFORMANCE

The Supplier bears responsibility for administration and expenditure of the water quality protection funds and bond disbursements, including any agreements made by the Supplier for accomplishing program objectives. Although Suppliers are encouraged to seek advice and opinion of the Board on problems that may arise, the giving of such advice and/or opinion shall not shift the responsibility for final decisions to the Board. The primary concern of the Board is that disbursed funds be used in conformance with these procedures and be used in conformance with the purposes set forth in the Act.

SECTION 7.00 FRAUD AND OTHER UNLAWFUL OR CORRUPT PRACTICES

(a) The Supplier shall administer the expenditures of water quality protection funds and bond proceeds and the award of contracts, subcontracts, and agreements, etc. generated therefrom free

from bribery, graft, and other corrupt practices. The Supplier(s) bears primary responsibility for prevention and detection and for cooperation in the prosecution of any such conduct.

(b) The Supplier shall pursue available judicial and administrative remedies and take appropriate remedial action with respect to any allegations or evidence of any illegalities or corrupt practices. The Supplier shall notify the Board immediately after such allegations or evidence comes to the Supplier's attention, and shall periodically advise the Board of the status and ultimate disposition of any matter in question. Failure to immediately notify the Board of such allegations or evidence will result in the termination of the disbursement of water quality protection funds or bond proceeds to the Supplier.

SECTION 8.00 ACCESS

The Supplier and the Supplier's contractors, consultants and all others employed through expenditure of water quality protection funds or bond proceeds shall give and provide to the Board's personnel and/or representatives access to the facilities, premises, and records related to the disbursement and expenditure of water quality protection funds or bond proceeds. The Supplier shall submit to the Board such documents and information as requested by the Board. The Supplier shall retain all records related to the disbursement and expenditure of water quality protection funds or bond proceeds in a generally acceptable accounting and filing mode.

SECTION 9.00 ASSIGNMENT

The right to receive a disbursement from the water quality protection fund or bond proceeds may not be assigned, nor may payments due under a supplier agreement be similarly encumbered, unless and until the Supplier receives the prior written approval of the Board.

SECTION 10.00 USE AND DISCLOSURE OF INFORMATION

All records of the Supplier and the Board pertaining to the imposition, collection, disbursement, and expenditure of water quality protection funds and bond proceeds constitute public records. Such records shall be available to persons who requested their release to the extent allowed by the laws of the State of Rhode Island and by federal law.

SECTION 11.00 NON-COMPLIANCE

In addition to any other rights or remedies available to the Board pursuant to law or agreement, in the event of non-compliance by the Supplier with any provision of RIGL Title 46, Chapter 15.3, as amended, and/or requirements of these procedures, and/or any supplier agreement, the Board may take any of the following actions or combination thereof:

- (a) Issue a notice of non-compliance pursuant to Subsection 12.00 of these procedures,

(b) Withhold disbursement of funds pursuant to Subsection 13.00 of these procedures, and

(c) Terminate or annul a disbursement pursuant to subsection 14.00 and 15.00 of these procedures.

SECTION 12.00 NOTICE OF NON-COMPLIANCE

When the Board determines that the Supplier is in non-compliance with any condition and/or requirement of law, of these procedures, and/or the supplier agreement, the Board shall notify the Supplier of the non-compliance. The Board may require the Supplier, its consultants, contractors, or others employed through the expenditure of water quality protection funds or bond proceeds to take and complete corrective action within 30 days of receipt of notice of non-compliance. If the Supplier, its consultants, contractors, and others employed through the expenditure of water quality protection funds do not take corrective action or if such action is not deemed adequate by the Board, the Board may withhold disbursement of funds. The Board, however, may withhold disbursement of funds pursuant to Subsection 13.00 of these procedures without issuing a notice pursuant to this section.

SECTION 13.00 WITHHOLDING OF DISBURSEMENTS OF FUNDS

The Board may withhold a disbursement of funds or any portion thereof when it determines in writing that a Supplier has failed to comply with any requirements of law, and/or any provision of these procedures, and/or any specification or requirement of the supplier agreement.

SECTION 14.00 TERMINATION OF AGREEMENT

(a) The Board may terminate a supplier agreement in whole or in part for good cause. The term "good cause" shall include but not be limited to failure by the Supplier to comply with the terms and conditions of the supplier agreement, including the timely payment of all water quality protection charges due the Board.

(1) The Board shall give written notice to the Supplier (certified mail, return receipt requested) of intent to terminate a supplier agreement in whole or in part at least 10 days prior to the intended date of termination, stating the reasons for proposed termination.

(2) The Board will afford the Supplier an opportunity for consultation with the Board prior to any termination. After such opportunity for consultation, the Board may in writing (certified mail, return receipt requested) terminate the supplier agreement in whole or in part.

(b) Upon termination, the Supplier shall refund to the Board that portion of any disbursement made to the Supplier for work not complete due to termination. The Board shall make the final determination of refunds due the Board because of termination of the supplier agreement.

SECTION 15.00 ANNULMENT

(a) The Board may, in writing (certified mail, return receipt requested) annul the supplier agreement if it determines that:

- (1) Without good cause therefore, substantial performance of the program has not occurred,
- (2) The grant award was obtained by fraud, or
- (3) Gross abuse or corrupt practices in the administration of the program has occurred.

(b) At least 10 days prior to the intended date of annulment, the Board will give written notice to the Supplier of intent to annul the supplier agreement. The Board shall afford the Supplier an opportunity for consultation prior to annulment of the Supplier agreement. Upon annulment of the supplier agreement, the Supplier shall return all funds previously disbursed to the Supplier. The Board will make no further disbursements to the Supplier. In addition, the Board shall pursue such remedies as may be available under federal, state, and local law.

SECTION 16.00 ADMINISTRATIVE HEARINGS

The Board shall decide all disputes under a supplier agreement or these rules. The Supplier may request a hearing within 15 days of notifying the Board in writing of any dispute or disagreement in the interpretation of the supplier agreement or these rules. The Board shall grant and conduct such a hearing in accordance with the provisions of the Administrative Procedures Act, RIGL Title 46, Chapter 35, as amended. Following a hearing, the Board shall reduce its decision to writing and furnish a copy thereof to the Supplier.

SECTION 17.00 LIBERAL CONSTRUCTION

The provisions of these rules shall be construed in order to accomplish the purposes hereof, and where any specific power is given to any agency by the provisions hereof, the statement thereof shall not be deemed to exclude or impair any power otherwise in these rules conferred upon that agency.

SECTION 18.00 RULES AND REGULATIONS

The Board may issue, amend, and/or repeal these rules at its discretion and in accordance with the Administrative Procedures Act, RIGL Title 35, Chapter 35.

SECTION 19.00 SEVERABILITY

If any section, subsection, provision, clause or portion of these rules is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of these rules shall not be affected thereby.

SECTION 20.00 EFFECTIVE DATE

If any section, subsection, provision, clause or portion of these rules is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of these rules shall not be affected thereby.