

=====
LC002889
=====

STATE OF RHODE ISLAND

IN GENERAL ASSEMBLY

JANUARY SESSION, A.D. 2025

A N A C T

RELATING TO THE UTGR MASTER CONTRACT AND THE TWIN RIVER -- TIVERTON
MASTER CONTRACT -- CONSOLIDATED MARKETING PROGRAM

Introduced By: Senators Ciccone, Tikoian, Gallo, and DiPalma

Date Introduced: May 23, 2025

Referred To: Senate Labor & Gaming

It is enacted by the General Assembly as follows:

1 SECTION 1. Except to the extent amended by this act, the terms, conditions, provisions
2 and definitions of Chapter 322 and 323 of the Public Laws of 2005, Chapter 16 of the Public Laws
3 of 2010, Chapter 151, Article 25 of the Public Laws of 2011, Chapters 289 and 290 of the Public
4 Laws of 2012, Chapter 145, Article 13 of the Public Laws of 2014, Chapter 141, Article 11,
5 Sections 16 -- 22 of the Public Laws of 2015, and Chapters 005 and 006 of the Public Laws of 2016
6 , Chapter 302, Article 8, Sections 4-6 of the Public Laws of 2017, and Chapters 41 and 42 of the
7 Public Laws of 2021 (in each case as the more recent law may have amended an earlier law or
8 laws), are hereby incorporated herein by reference and shall remain in full force and effect.

9 SECTION 2. Definitions. For the purposes of this act, the following terms shall have the
10 following meanings, and to the extent that such terms are otherwise defined in any provision of the
11 general or public laws, for purposes of this act, those terms are hereby amended to read as follows:

12 (1) “Adjustment Amount” means the percentage increase in the consumer price index (CPI)
13 as reported by the Bureau of Labor Statistics (or any successor index that replaces it) as determined
14 on an Adjustment Date by multiplying: (i) The original marketing cap amount specified in the
15 Consolidated Marketing Program prior to any Adjustment Amount; and (ii) The fraction (A) the
16 numerator of which is the CPI published for the month immediately preceding the Adjustment Date
17 and (B) the denominator of which is the CPI value published for the month of June, 2025.

18 (2) “Adjustment Date” means the first date of each Marketing Year.

1 (3) “Consolidated Marketing Program” means that Consolidated Marketing Program
2 authorized in this act.

3 (4) “Consolidated Master Contract” means the UTGR Master Contract and the Twin River-
4 Tiverton Master Contract as amended, restated, and consolidated pursuant to the terms set forth in
5 this act.

6 (5) “Division” means the state lottery division of the department of revenue and/or any
7 successor in interest thereto.

8 (6) “Division Percentage” means for any Marketing Year, the Division’s percentage of net
9 terminal income derived from video lottery terminals located at the Tiverton Facility and the
10 Lincoln Facility, as set forth in § 42-61.2-7 of the Rhode Island General Laws.

11 (7) “Lincoln Facility” means the Bally’s Twin River Lincoln Casino Resort located at 100
12 Twin River Road, Lincoln, Rhode Island.

13 (8) “Marketing Cap” means an amount equal to the Division Percentage multiplied by
14 twenty-seven million two hundred and fifty thousand dollars (\$27,250,000), and increased annually
15 on the Adjustment Date by the Adjustment Amount.

16 (9) “Marketing Program” means, as to UTGR, that marketing program set forth in Chapter
17 16, Section 4(a)(iii) of Part A, of the Public Laws of 2010, as amended by Chapter 151, Article 25,
18 Section 8 of the Public Laws of 2011, and as amended by Chapter 145, Article 13, Section 5 of the
19 Public Laws of 2014, and as amended by Chapters 005 and 006 of the Public Laws of 2016. As to
20 Twin River-Tiverton, “Marketing Program” means that marketing program set forth in Chapter 16,
21 Section 4(a)(iii) of Part B of the Public Laws of 2010, as amended by Chapter 151, Article 25,
22 Section 8 of the Public Laws of 2011, and as amended by Chapters 005 and 006 of the Public Laws
23 of 2016.

24 (10) “Marketing Year” means the fiscal year of the state.

25 (11) “Tiverton Facility” means the Bally’s Tiverton Casino & Hotel located at 777 Tiverton
26 Casino Boulevard, Tiverton, Rhode Island.

27 (12) “Twin River-Tiverton” means Twin River-Tiverton, LLC and its permitted successors
28 and assigns under the Twin River-Tiverton Master Contract, as amended, restated, and consolidated
29 pursuant to this act.

30 (13) “UTGR” means UTGR, LLC, and its permitted successors and assigns under the
31 UTGR Master Contract, as amended, restated, and consolidated pursuant to this act.

32 SECTION 3. Authorized procurement of Consolidated Master Contract. Notwithstanding
33 any provisions of the General Laws of the state or regulations adopted thereunder to the contrary,
34 within ninety (90) days of the enactment of this act, the Division is hereby authorized and

1 empowered to enter into an amended, restated, and consolidated contract (the “Consolidated Master
2 Contract”) among the Division, UTGR, and Twin River-Tiverton, which shall amend, restate, and
3 consolidate the UTGR Master Contract and the Twin River-Tiverton Master Contract, and which
4 shall:

5 (1) With the prior approval of the Division, consolidate the Marketing Program applicable
6 to UTGR and the Marketing Program applicable to Twin River-Tiverton into the Consolidated
7 Marketing Program, which shall be monitored by the Division, and shall further provide that the
8 marketing expenditures incurred by UTGR and Twin River-Tiverton, collectively, and not each
9 individually, will be reimbursed by the Division in accordance with the following terms:

10 (i) For each Marketing Year, the Division shall pay UTGR an amount equal to the product
11 of the Division Percentage multiplied by the total combined marketing expenditures of UTGR and
12 Twin River-Tiverton, provided, however that the total amount payable by the Division for each
13 Marketing Year pursuant to this section shall not exceed the Marketing Cap, as adjusted annually
14 on the Adjustment Date;

15 (ii) Provided, however, that in any partial Marketing Year, the total amount payable by the
16 Division shall be capped at the amount equal to the Marketing Cap multiplied by a fraction: (A)
17 the numerator of which is the number of days in any partial marketing year; and (B) the
18 denominator of which is three hundred sixty-five (365); and

19 (iii) Any amounts related to the Consolidated Marketing Program payable by the Division
20 shall be paid on a frequency agreed by the Division (but no less frequently than annually) out of
21 that share of net terminal income disbursed pursuant to § 42-61.2-7 of the Rhode Island General
22 Laws.

23 (2) The foregoing supersedes and replaces any law applicable to the Tiverton Facility or
24 the Lincoln Facility relating to the Marketing Program pertaining to such facility.

25 (3) The UTGR Master Contract and the Twin River-Tiverton Master Contract, as amended
26 and restated and as consolidated into the Consolidated Master Contract pursuant to this act, shall
27 remain in full force and effect. If there is a conflict between any provision of the Consolidated
28 Master Contract and this act, the provisions of this act control.

29 SECTION 4. This act shall take effect upon passage.

=====
LC002889
=====

EXPLANATION
BY THE LEGISLATIVE COUNCIL
OF
A N A C T
RELATING TO THE UTGR MASTER CONTRACT AND THE TWIN RIVER -- TIVERTON
MASTER CONTRACT -- CONSOLIDATED MARKETING PROGRAM

1 This act would restate the UTGR Master Contract and the Twin River-Tiverton Master
2 Contract and would consolidate the marketing program of each into the Consolidated Marketing
3 Program.

4 This act would take effect upon passage.

=====
LC002889
=====