

STATE OF RHODE ISLAND

IN GENERAL ASSEMBLY

JANUARY SESSION, A.D. 2026

A N A C T

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

Introduced By: Senators Burke, Ciccone, Lawson, and DiPalma

Date Introduced: February 27, 2026

Referred To: Senate Finance

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
6 2016, Chapter 302, Article 8, Sections 4-6 of the Public Laws of 2017, and Chapters 41 and 42 of
7 the 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:

15 (i) The original marketing cap amount specified in the Consolidated Marketing Program
16 prior to any Adjustment Amount; and

17 (ii) The fraction:

18 (A) The numerator of which is the CPI published for the month immediately preceding the

1 Adjustment Date; and

2 (B) The denominator of which is the CPI value published for the month of June, 2025.

3 (2) "Adjustment Date" means the first date of each Marketing Year.

4 (3) "Consolidated Marketing Program" means that Consolidated Marketing Program
5 authorized in this act.

6 (4) "Consolidated Master Contract" means the UTGR Master Contract and the Twin River-
7 Tiverton Master Contract as amended, restated, and consolidated pursuant to the terms set forth in
8 this act.

9 (5) "Division" means the state lottery division of the department of revenue and/or any
10 successor in interest thereto.

11 (6) "Division Percentage" means for any Marketing Year, the Division's percentage of net
12 terminal income derived from video lottery terminals located at the Tiverton Facility and the
13 Lincoln Facility, as set forth in § 42-61.2-7.

14 (7) "Lincoln Facility" means the Bally's Twin River Lincoln Casino Resort located at 100
15 Twin River Road, Lincoln, Rhode Island.

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

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

27 (10) "Marketing Year" means the fiscal year of the state.

28 (11) "Tiverton Facility" means the Bally's Tiverton Casino & Hotel located at 777 Tiverton
29 Casino Boulevard, Tiverton, Rhode Island.

30 (12) "Twin River-Tiverton" means Twin River-Tiverton, LLC and its permitted successors
31 and assigns under the Twin River-Tiverton Master Contract, as amended, restated, and consolidated
32 pursuant to this act.

33 (13) "UTGR" means UTGR, LLC, and its permitted successors and assigns under the
34 UTGR Master Contract, as amended, restated, and consolidated pursuant to this act.

1 SECTION 3. Authorized procurement of Consolidated Master Contract. Notwithstanding
2 any provisions of the General Laws of the state or regulations adopted thereunder to the contrary,
3 within ninety (90) days of the enactment of this act, the Division is hereby authorized and
4 empowered to enter into an amended, restated, and consolidated contract (the “Consolidated Master
5 Contract”) among the Division, UTGR, and Twin River-Tiverton, which shall amend, restate, and
6 consolidate the UTGR Master Contract and the Twin River-Tiverton Master Contract, and which
7 shall:

8 (1) Consolidate the Marketing Program applicable to UTGR and the Marketing Program
9 applicable to Twin River-Tiverton into the Consolidated Marketing Program, which shall be
10 monitored by the Division; and shall further provide that the marketing expenditures incurred by
11 UTGR and Twin River-Tiverton, collectively, and not each individually, will be reimbursed by the
12 Division in accordance with the following terms:

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

18 (ii) Provided, however, that in any partial Marketing Year, the total amount payable by the
19 Division shall be capped at the amount equal to the Marketing Cap multiplied by a fraction:

20 (A) The numerator of which is the number of days in any partial marketing year; and

21 (B) The denominator of which is three hundred sixty-five (365); and

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

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

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

31 SECTION 4. The Supplementary Promotional Points Program applicable to Twin River,
32 which is in addition to the Initial Promotional Points Program, shall be amended so that UTGR
33 may distribute to customers and prospective customers Promotional Points of up to but not more
34 than sixteen percent (16%) of Twin River net terminal income for the Prior Marketing Year. For

1 avoidance of doubt, as a result of the foregoing amendment, the approved amount of Promotional
2 Points that may be distributed by UTGR pursuant to the Initial and Supplementary Promotional
3 Points Programs, in the aggregate, may be up to but not more than twenty percent (20%) of the
4 average of the prior three (3) years of Twin River net terminal income, plus an additional seven
5 hundred fifty thousand dollars (\$750,000), subject however, to subsections (a)(3) and (a)(4) below,
6 and beginning on the first date following the Prior Marketing Year, beginning 2027 and each
7 subsequent year thereafter, the distributive amount of Promotional Points shall be adjusted annually
8 for inflation, indexed to the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City
9 Average, as published by the United States Bureau of Labor Statistics. The terms and conditions
10 of the Initial and Supplementary Promotional Points Programs applicable to Twin River shall be
11 established from time to time by the Division, and such terms and conditions shall include, without
12 limitation, a state fiscal-year audit of the program, the cost of which audit shall be borne by UTGR.

13 SECTION 5. This act shall take effect upon passage.

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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.

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