STATE OF NEW YORK

6177--A

2017-2018 Regular Sessions

IN SENATE

May 11, 2017

Introduced by Sen. LITTLE -- read twice and ordered printed, and when printed to be committed to the Committee on Local Government -- committee discharged and said bill committed to the Committee on Housing, Construction and Community Development -- reported favorably from said committee and committed to the Committee on Finance -- committee discharged, bill amended, ordered reprinted as amended and recommitted to said committee

AN ACT to amend the real property law, in relation to lease to own contracts in manufactured home communities

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

Section 1. Section 233 of the real property law is amended by adding a new subdivision y to read as follows:

y. Lease to own contracts. 1. Definitions. For purposes of this subdivision:

(a) "Commercial communication" shall mean any written or oral statement, illustration or depiction, whether in English or any other language, that is designed to effect a sale or create interest in purchasing goods or services, whether it appears on or in a label, package, package insert, radio, television, cable television, brochure, newspaper, magazine, pamphlet, leaflet, circular, mailer, book insert, free standing insert, letter, catalogue, poster, chart, billboard, public transit card, point of purchase display, film, slide, audio program transmitted over a telephone system, telemarketing script, on-hold script, upsell script, training materials provided to telemarketing firms, program-length commercial ("infomercial"), the internet, cellular network, or any other medium. Promotional materials and items, and web pages shall be included in the term commercial communication.

(b) "Lease to own contract" shall mean an agreement where a manufactured home park owner or operator, or a lessor, which may be (i) another entity certified as a manufactured home retailer pursuant to article

EXPLANATION--Matter in *italics* (underscored) is new; matter in brackets [-] is old law to be omitted.

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twenty-one-B of the executive law, or (ii) a landowner, enters into an agreement with a manufactured home tenant whereby the manufactured home tenant leases a home located in a manufactured home park and, whether in the lease to own agreement or in a separate agreement, leases the lot upon which the home is located, and the manufactured home tenant receives an option to purchase the manufactured or mobile home upon payment of specified payments over a specified period of time, and upon the expiration of the time period, and payment of the specified payments, the manufactured home tenant obtains title and ownership of the home.

(c) "Lease to own payments" shall mean the periodic amounts required to be paid over the duration of the lease to own contract, over and above any payments required for rental of the lot upon which the manufactured home is located. Lease to own payments shall also include the amount required to be paid at the end of the term.

(d) "Lessee" shall mean a manufactured home community owner or any other person, corporation, association, or other legal entity who leases a manufactured or mobile home subject to a lease to own contract.

(e) "Lessor" shall mean any person, corporation, association or any other legal entity who leases a manufactured or mobile home subject to a lease to own contract.

(f) "Terms" means any of the fees, costs, obligations, or characteristics of or associated with the lease to own option.

2. Requirements for lease to own contracts:

(a) on and after the effective date of this subdivision, no manufactured home park owner or operator, or lessor, shall enter into a lease to own contract except in accordance with the provisions of this subdivision;

(b) on or after the effective date of this subdivision, no manufactured home park owner or operator or lessor shall offer a lease to own contract unless the manufactured home park owner or operator, or lessor, has complied with the provisions of this subparagraph to establish the ownership of the home that is to be transferred pursuant to the lease to own contract:

(1) At least five business days prior to the execution of the lease to own contract, the manufactured home park owner or operator, or lessor shall, at his or her expense:

(A) perform a certified search through the uniform commercial code/lien search from the department of state;

(B) perform a records search from the county clerk of the county where the manufactured or mobile home is located;

(C) perform a records search from the county clerk of the county where the lessor resides, if different from the county where the manufactured or mobile home is located;

(D) if the mobile home is a nineteen hundred ninety-five model year or newer manufactured home, perform a records search from the department of motor vehicles; and

(E) (i) receive copies of the results of the searches required under items (A), (B), (C) or (D) of this clause; and

(ii) provide a copy to the lessee, either by certified mail or in person, of each of the searches required under subparagraph one of paragraph (a) of this subdivision; and

(iii) discharge any lien or any security interest encumbering the manufactured or mobile home, if any exist.

(c) every lease to own contract, whether as a part of a lease, or as a separate document, shall be in writing and clearly state all terms

governing the transaction. Such terms shall be separately stated and, at a minimum, include the following:

(i) a description of the home to be leased, including:

(A) the name of the manufacturer of the home;

(B) the serial number of the home; and

(C) the year of manufacture of the home;

(ii) the lot number upon which the home is located in the manufactured home park;

(iii) the periodic rent attributable solely to the lot upon which the manufactured or mobile home is located; such lot rent may be increased over the term of the contract, but only in conformity with the provisions of this subdivision;

(iv) the amount of the lease to own payments required to be made in addition to the lot rent, including the periodic amount to be paid, the number of payments required to be made over the term of the agreement and the total amount of payments to be made;

(v) the disclosures required by the federal Consumer Leasing Act, 15 U.S.C.A. § 1667 et. seq., and Regulation M, 12 C.F.R. Part 1013, without regard to the dollar amount limitations in 12 C.F.R. § 1013.2(e)(1);

(vi) the duration of the lease and, if different, the duration of the lease to own option;

(vii) information on whether any fees or public charges are delinquent or have been levied against the manufactured or mobile home, including any that may have been imposed by or owed to the manufactured home park owner;

(viii) a provision that the manufactured home tenant has the right to accelerate any lease to own payments;

(ix) whether the manufactured home park owner or operator, or lessor, has received written notice from any state or local government entity requiring any repairs or improvements to be made to the manufactured or mobile home that is the subject of the lease to own contract;

(x) the following notice: "NOTICE TO THE BUYER: (1) Do not sign this lease to own contract before you read it or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this lease to own contract when you sign it. (3) Under the law, you have the right to pay off in advance the full amount due"; and

(xi) a provision requiring that in the event the manufactured home park owner or operator sells or otherwise transfers ownership of the manufactured home park to another person or entity, prior to such transfer, the manufactured home park owner or operator shall:

(A) include a provision in the terms of the agreement transferring the manufactured home park requiring that the purchaser or transferee of the manufactured home park assume all obligations of the manufactured home park owner or operator with respect to every lease to own contract then in effect in the manufactured home park;

(B) refund to all manufactured home tenants with currently effective lease to own contracts, the full amount of all lease to own payments made by the manufactured home tenant over the entire time of his or her tenancy plus interest at the rate for thirty year fixed rate mortgages as shown on the then current Primary Mortgage Market Survey published by the Federal Home Loan Mortgage Corporation (also known as "Freddie Mac"); or

(C) agree to continue to retain ownership of the home and receive lease to own contract payments until such time as ownership of the home passes to the manufactured home tenant.

3. Notwithstanding any provision of law to the contrary, a lease to own contract shall be presumed to be valid if:

(a) It complies with the provisions of the federal Consumer Leasing Act, 15 U.S.C.A. § 1667 et. seq., and Regulation M, 12 C.F.R. Part 1013, without regard to the dollar amount limitations in 12 C.F.R. § 1013.2(e)(1);

(b) Payments for lot rent are separately stated and not included within the amount of periodic payments for the lease of the home;

(c) It provides that upon payment of the purchase option price and all periodic lease payments then due, the lessor shall transfer title to the home to the lessee; and

(d) In the case of lease to own contracts entered into on or after the effective date of this subdivision, includes the provisions set forth in paragraph two of this subdivision.

4. (a) A manufactured home park owner or operator, or lessor, who wrongfully terminates the tenancy of a manufactured home tenant with a lease to own contract shall refund to the manufactured home tenant the full amount of all lease to own payments made by the manufactured home tenant over the entire time of his or her tenancy plus interest at the rate specified in section 5-501 of the general obligations law.

(b) For purposes of this paragraph, there shall be a rebuttable presumption that a manufactured home park owner or operator, or lessor, wrongfully terminated the tenancy if (i) the termination takes place within twelve months of the end of the term of the lease to own contract and (ii) at the time of the termination, the manufactured home tenant is in good standing as defined in subparagraph (ii) of paragraph two of subdivision e of this section.

5. Until such time as ownership of the home passes to the manufactured home tenant, manufactured homes under a lease to own contract shall be deemed to be rented homes for purposes of the provisions of subdivision m of this section. If the lease to own contract is between a manufactured home tenant and a lessor other than a manufactured home community owner or operator, the manufactured home shall be deemed to be a rented home for purposes of the provisions of the warranty to habitability set forth in section two hundred thirty-five-b of this article.

6. No manufactured home park owner or operator shall make any material misrepresentation, expressly or by implication, in any commercial communication, regarding any of the terms of the lease to own contract including, but not limited to:

(a) The charges for the lease to own contract option;

(b) The existence, nature, or amount of fees or costs to the manufactured home tenant associated with the lease to own contract, including but not limited to misrepresentations that no fees are charged;

(c) The existence, cost, payment terms, or other terms associated with any additional product or feature that is or may be sold in conjunction with the lease to own contract, including but not limited to credit insurance or credit disability insurance;

(d) The terms, amounts, payments, or other requirements relating to taxes or insurance associated with the lease to own contract, including but not limited to misrepresentations about:

(i) whether separate payment of taxes or insurance is required; or

(ii) the extent to which payment for taxes or insurance is included in the loan payments, loan amount, or total amount due from the manufactured home tenant;

(e) Any prepayment penalty associated with the lease to own contract, including but not limited to misrepresentations concerning the existence, nature, amount, or terms of such penalty;

(f) The variability of interest, payments, or other terms of the lease to own contract, including but not limited to misrepresentations using the word "fixed";

(g) Any comparison between:

(i) any rate or payment that will be available for a period less than the full length of the lease to own contract; and

(ii) any actual or hypothetical rate or payment;

(h) The amount of the obligation, or the existence, nature, or amount of cash or credit available to the manufactured home tenant in connection with the lease to own contract, including but not limited to misrepresentations that the manufactured home tenant will receive a certain amount of cash or credit as part of the transaction;

(i) The existence, number, amount, or timing of any minimum or required payments, including but not limited to misrepresentations about any payments or that no payments are required in the lease to own contract;

(j) The potential for default under the lease to own contract, including but not limited to misrepresentations concerning the circumstances under which the manufactured home tenant could default for nonpayment of taxes, insurance, or maintenance, or for failure to meet other obligations;

(k) The effectiveness of the lease to own contract in helping the manufactured home tenant resolve difficulties in paying debts, including but not limited to misrepresentations that any lease to own contract can reduce, eliminate, or restructure debt or result in a waiver or forgiveness, in whole or in part, of the manufactured home tenant's existing obligation with any person;

(l) The association of the lease to own contract or any provider of such contract with any other person or program, including but not limited to misrepresentations that:

(i) the provider is, or is affiliated with, any governmental entity or other organization; or

(ii) the product is or relates to a government benefit, or is endorsed, sponsored by, or affiliated with any government or other program, including but not limited to through the use of formats, symbols, or logos that resemble those of such entity, organization, or program;

(m) The source of any commercial communication, including but not limited to misrepresentations that a commercial communication is made by or on behalf of the manufactured home tenant's current mortgage lender or servicer;

(n) The right of the manufactured home tenant to reside in the dwelling that is the subject of the lease to own contract, or the duration of such right;

(o) The manufactured home tenant's ability or likelihood to obtain any lease to own contract or term, including but not limited to misrepresentations concerning whether the manufactured home tenant has been preapproved or guaranteed for any such contract or term;

(p) The manufactured home tenant's ability or likelihood to obtain a refinancing or modification of any lease to own contract or term, including but not limited to misrepresentations concerning whether the manufactured home tenant has been preapproved or guaranteed for any such refinancing or modification; and

(q) The availability, nature, or substance of counseling services or any other expert advice offered to the manufactured home tenant regarding any lease to own contract or term, including but not limited to the qualifications of those offering the services or advice.

7. It is a violation of this subdivision for any person to obtain, or attempt to obtain, a waiver from any manufactured home tenant of any protection provided by or any right of the manufactured home tenant under this subdivision.

8. (a) Manufactured home park owners or operators offering lease to own contracts shall keep, for a period of twenty-four months from the last date the manufactured home park owner or operator made or disseminated the applicable commercial communication regarding any term of any lease to own contract, the following evidence of compliance with this section:

(i) copies of all materially different commercial communications as well as sales scripts, training materials, and marketing materials, regarding any term of any lease to own contract, that the manufactured home park owner or operator made or disseminated during the relevant time period;

(ii) documents describing or evidencing all lease to own contracts available to manufactured home tenants during the time period in which the person made or disseminated each commercial communication regarding any term of any lease to own contract, including but not limited to the names and terms of each such lease to own contract available to manufactured home tenants; and

(iii) documents describing or evidencing all additional products or services (such as credit insurance or credit disability insurance) that are or may be offered or provided with the lease to own contracts available to manufactured home tenants during the time period in which the person made or disseminated each commercial communication regarding any term of any lease to own contract, including but not limited to the names and terms of each such additional product or service available to manufactured home tenants.

(b) Any person who is subject to the provisions of this subdivision may keep the records required by subparagraph (a) of this paragraph in any legible form, and in the same manner, format, or place as they keep such records in the ordinary course of business.

9. Nothing contained in this subdivision shall be deemed to invalidate a lease to own contract entered into prior to the effective date of this subdivision.

10. The provisions of this subdivision shall apply without regard to whether the manufactured home that is the subject of the transaction is a new home or a resale of a previously-owned home.

§ 2. The real property law is amended by adding a new section 233-b to read as follows:

§ 233-b. Manufactured or mobile home lease to own contracts outside of manufactured home parks. 1. Definitions. For purposes of this section, the following terms shall have the meaning set forth in this subdivision:

(a) "Manufactured home lease to own contract outside of manufactured home parks" shall mean a lease to own contract as defined in paragraph one of subdivision y of section two hundred thirty-three of this article where the manufactured or mobile home that is the subject of the lease to own contract is not located in a manufactured home park, as defined in subdivision a of section two hundred thirty-three of this article.

(b) "Lessee" shall mean any person, corporation, association, or other legal entity who leases a manufactured or mobile home subject to a lease to own contract.

(c) "Lessor" shall mean any person, corporation, association or any other legal entity who leases a manufactured or mobile home subject to a lease to own contract.

(d) "Manufactured home" shall have the same meaning as set forth in subparagraph four of paragraph a of subdivision y of section two hundred thirty-three of this article.

(e) "Mobile home" shall have the same meaning as set forth in subparagraph five of paragraph a of subdivision y of section two hundred thirty-three of this article.

2. Requirements for lease to own contracts outside of manufactured home parks:

(a) on and after the effective date of this section, no person, corporation, association or any other legal entity shall enter into a lease to own contract except in accordance with the provisions of this subdivision;

(b) on or after the effective date of this section, no person, corporation, association or other legal entity shall offer a lease to own contract except in compliance with the provisions of this paragraph to establish the ownership of the home that is to be transferred pursuant to the lease to own contract:

(1) At least five business days prior to the execution of the lease to own contract, the lessor shall, at its own expense:

(A) perform a certified search through the uniform commercial code/lien search from the department of state;

(B) perform a records search from the county clerk of the county where the manufactured or mobile home is located;

(C) perform a records search from the county clerk of the county where the lessor resides, if different from the county where the manufactured or mobile home is located;

(D) if the mobile home is a nineteen hundred ninety-five model year or newer manufactured home, perform a records search from the department of motor vehicles; and

(E) (i) receive copies of the results of the searches required under clause (A), (B), (C) or (D) of this subparagraph; and

(ii) provide a copy to the lessee, either by certified mail or in person, of each of the searches required under this subparagraph; and

(iii) discharge any lien or any security interest encumbering the manufactured or mobile home, if any exist.

(c) every lease to own contract, whether as a part of a lease, or as a separate document, shall be in writing and clearly state all terms governing the transaction. Such terms shall be separately stated and, at a minimum, include the following:

(i) a description of the home to be leased, including:

(A) the name of the manufacturer of the home;

(B) the serial number of the home; and

(C) the year of manufacture of the home;

(ii) the address where the home is located;

(iii) if the lessor is also the owner of the land upon which the manufactured or mobile home is located, the periodic rent attributable solely to the lot upon which the manufactured or mobile home is located; such lot rent may be increased over the term of the contract, but only upon ninety days notice and not more than once in any year;

(iv) the amount of the lease to own payments required to be made in addition to the lot rent, if any, including the periodic amount to be paid, the number of payments required to be made over the term of the agreement and the total amount of payments to be made;

(v) the disclosures required by the federal Consumer Leasing Act, 15 U.S.C.A. § 1667 et. seq., and Regulation M, 12 C.F.R. Part 1013, without regard to the dollar amount limitations in 12 C.F.R. § 1013.2(e)(1);

(vi) the duration of the lease and, if different, the duration of the lease to own option;

(vii) information on whether any fees or public charges are delinquent or have been levied against the manufactured or mobile home, including any that may have been imposed by or owed to the manufactured home park owner;

(viii) a provision that the manufactured home tenant has the right to accelerate any lease to own payments;

(ix) whether the manufactured home park owner or operator has received written notice from any state or local government entity requiring any repairs or improvements to be made to the manufactured or mobile home that is the subject of the lease to own contract;

(x) the following notice: "NOTICE TO THE BUYER: (1) Do not sign this lease to own contract before you read it or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this lease to own contract when you sign it. (3) Under the law, you have the right to pay off in advance the full amount due."; and

(xi) a provision requiring that, in the event the lessor is the owner of the land upon which the manufactured home is located, sells or otherwise transfers ownership of the land upon which the manufactured home is located to another person or entity other than the lessee, prior to such transfer, the lessor shall:

(A) include a provision in the terms of the agreement transferring the land requiring that the purchaser or transferee of the land assume all obligations of the lessor with respect to the lessee's lease to own contract;

(B) refund the full amount of all lease to own payments made by the lessee over the entire time of his or her tenancy plus interest at the rate for thirty year fixed rate mortgages as shown on the then current Primary Mortgage Market Survey published by the Federal Home Loan Mortgage Corporation (also known as "Freddie Mac"); or

(C) agree to continue to retain ownership of the home and receive lease to own contract payments until such time as ownership of the home passes to the lessee.

3. Notwithstanding any provision of law to the contrary, a lease to own contract shall be presumed to be valid if:

(a) It complies with the provisions of the federal Consumer Leasing Act, 15 U.S.C.A. § 1667 et. seq., and Regulation M, 12 C.F.R. Part 1013, without regard to the dollar amount limitations in 12 C.F.R. § 1013.2(e)(1);

(b) Payments for lot rent are separately stated and not included within the amount of periodic payments for the lease of the home;

(c) It provides that upon payment of the purchase option price and all periodic lease payments then due, the lessor shall transfer title to the home to the lessee; and

(d) In the case of lease to own contracts entered into on or after the effective date of this subdivision, includes the provisions set forth in subdivision two of this section.

4. (a) A lessor who is also the landowner of the land upon which the manufactured home is located and who wrongfully terminates the tenancy of a lessee shall refund to the lessee the full amount of all lease to own payments made by the manufactured home tenant over the entire time of his or her tenancy plus interest at the rate specified in section 5-501 of the general obligations law.

(b) For purposes of this subdivision, there shall be a rebuttable presumption that a lessor wrongfully terminated the tenancy if: (i) the termination takes place within twelve months of the end of the term of the lease to own contract and (ii) at the time of the termination, the lessee is not in default in the payment of more than one month's rent to the lessor, and is not otherwise in violation of the terms of the lease to own contract or the terms of the lease governing the lessee's use and occupancy of the land upon which the manufactured home is located.

5. Until such time as ownership of the home passes to the lessee, manufactured homes under a lease to own contract shall be deemed to be rented homes for purposes of the provisions of the warranty to habitability set forth in section two hundred thirty-five-b of this article.

6. No lessor shall make any material misrepresentation, expressly or by implication, in any commercial communication, regarding any of the terms of the lease to own contract including, but not limited to:

(a) The charges for the lease to own contract option;

(b) The existence, nature, or amount of fees or costs to the lessor associated with the lease to own contract, including but not limited to misrepresentations that no fees are charged;

(c) The existence, cost, payment terms, or other terms associated with any additional product or feature that is or may be sold in conjunction with the lease to own contract, including but not limited to credit insurance or credit disability insurance;

(d) The terms, amounts, payments, or other requirements relating to taxes or insurance associated with the lease to own contract, including but not limited to misrepresentations about:

(i) whether separate payment of taxes or insurance is required; or

(ii) the extent to which payment for taxes or insurance is included in the loan payments, loan amount, or total amount due from the lessor;

(e) Any prepayment penalty associated with the lease to own contract, including but not limited to misrepresentations concerning the existence, nature, amount, or terms of such penalty;

(f) The variability of interest, payments, or other terms of the lease to own contract, including but not limited to misrepresentations using the word "fixed";

(g) Any comparison between:

(i) any rate or payment that will be available for a period less than the full length of the lease to own contract; and

(ii) any actual or hypothetical rate or payment;

(h) The amount of the obligation, or the existence, nature, or amount of cash or credit available to the lessee in connection with the lease to own contract, including but not limited to misrepresentations that the lessee will receive a certain amount of cash or credit as part of the transaction;

(i) The existence, number, amount, or timing of any minimum or required payments, including but not limited to misrepresentations about any payments or that no payments are required in the lease to own contract;

(j) The potential for default under the lease to own contract, including but not limited to misrepresentations concerning the circumstances

under which the lessee could default for nonpayment of taxes, insurance, or maintenance, or for failure to meet other obligations;

(k) The effectiveness of the lease to own contract in helping the lessee resolve difficulties in paying debts, including but not limited to misrepresentations that any lease to own contract can reduce, eliminate, or restructure debt or result in a waiver or forgiveness, in whole or in part, of the lessee's existing obligation with any person;

(l) The association of the lease to own contract or any provider of such contract with any other person or program, including but not limited to misrepresentations that:

(i) the provider is, or is affiliated with, any governmental entity or other organization; or

(ii) the product is or relates to a government benefit, or is endorsed, sponsored by, or affiliated with any government or other program, including but not limited to through the use of formats, symbols, or logos that resemble those of such entity, organization, or program;

(m) The source of any commercial communication, including but not limited to misrepresentations that a commercial communication is made by or on behalf of the lessee's current mortgage lender or servicer;

(n) The right of the lessee to reside in the dwelling that is the subject of the lease to own contract, or the duration of such right;

(o) The lessee's ability or likelihood to obtain any lease to own contract or term, including but not limited to misrepresentations concerning whether the lessee has been preapproved or guaranteed for any such contract or term;

(p) The lessee's ability or likelihood to obtain a refinancing or modification of any lease to own contract or term, including but not limited to misrepresentations concerning whether the lessee has been preapproved or guaranteed for any such refinancing or modification; and

(q) The availability, nature, or substance of counseling services or any other expert advice offered to the lessee regarding any lease to own contract or term, including but not limited to the qualifications of those offering the services or advice.

7. It is a violation of this section for any person to obtain, or attempt to obtain, a waiver from any lessee of any protection provided by or any right of the lessee under this section.

8. (a) Lessors offering lease to own contracts shall keep, for a period of twenty-four months from the last date the lessor made or disseminated the applicable commercial communication regarding any term of any lease to own contract, the following evidence of compliance with this section:

(i) copies of all materially different commercial communications as well as sales scripts, training materials, and marketing materials, regarding any term of any lease to own contract, that the lessor made or disseminated during the relevant time period;

(ii) documents describing or evidencing all lease to own contracts available to lessees during the time period in which the person made or disseminated each commercial communication regarding any term of any lease to own contract, including but not limited to the names and terms of each such lease to own contract available to lessees; and

(iii) documents describing or evidencing all additional products or services (such as credit insurance or credit disability insurance) that are or may be offered or provided with the lease to own contracts available to lessees during the time period in which the person made or disseminated each commercial communication regarding any term of any

lease to own contract, including but not limited to the names and terms of each such additional product or service available to lessees.

(b) Any person who is subject to the provisions of this subdivision may keep the records required by subparagraph (a) of this subdivision in any legible form, and in the same manner, format, or place as they keep such records in the ordinary course of business.

9. Nothing contained in this section shall be deemed to invalidate a lease to own contract entered into prior to the effective date of this section.

10. The provisions of this section shall apply without regard to whether the manufactured home that is the subject of the transaction is a new home or a resale of a previously-owned home.

11. No lendor shall:

(a) place or hold any mortgage on any manufactured or mobile home sold under a lease to own contract; or

(b) cause any insurance coverage on the manufactured or mobile home to lapse or end for the duration of the lease owned contract.

12. Except as otherwise provided, failure of the lessor to comply with this section shall give the lessee the unconditional right to cancel the lease with the option to purchase contract and receive immediate refund of all payments and deposits made on account of or in contemplation of the lease with the option to purchase contract.

§ 3. This act shall take effect on the one hundred eightieth day after it shall have become a law.