STATE OF NEW YORK

9095

IN ASSEMBLY

January 17, 2020

Introduced by M. of A. DINOWITZ -- read once and referred to the Committee on Banks

AN ACT to amend the banking law, the uniform commercial code and the civil practice law and rules, in relation to reverse cooperative apartment unit loans

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

Section 1. The banking law is amended by adding a new section 6-o to read as follows:

§ 6-o. Reverse cooperative apartment unit loans for persons sixty-two years of age or older. 1. For purposes of this section, the following terms shall have the following meanings:

(a) Reverse cooperative apartment unit loan. A loan which is secured by shares or membership in a cooperative apartment that is or intended to be the primary residence of the borrower or borrowers the proceeds of which are advanced to the borrower or borrowers during the term of the loan in equal installments, or in advances through a line of credit or otherwise, in a lump sum, or through a combination thereof. Interest and fees will accrue during the life of the loan and will be added to the principal balance of the loan, but will not become due and payable until the borrower(s) dies, permanently vacates the apartment or defaults on the terms of the loan, and will continue to accrue until the loan is paid in full.

(b) Loan payout options:

(i) Term payment option. Under the term payment option, equal monthly payments are made by the lender to the borrower for a fixed term of months chosen by the borrower.

(ii) Tenure payment option. Under the tenure payment option, equal monthly payments are made by the lender to the borrower, until the loan is prepaid in full or becomes due and payable.

(iii) Line of credit payment option. Under the line of credit payment option, payments are made by the lender to the borrower at times and in amounts determined by the borrower as long as the amounts do not exceed the maximum amount of loan proceeds.

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

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(iv) Single lump sum payment option. Under the single lump sum payment option, the borrower receives an amount from the lender that does not exceed the maximum amount of loan proceeds. Set asides required for disbursements such as loan closing costs or for monthly maintenance fees, will be deducted from the amount of proceeds available to the borrower.

(c) Authorized lender. Any bank, trust company, national banking association, savings bank, savings and loan association, federal savings bank, federal savings and loan association, credit union, or federal credit union or any licensed mortgage banker approved for the making of reverse mortgage loans by the superintendent or any entity exempted from licensing pursuant to section five hundred ninety of this chapter and approved for the making of reverse mortgage loans by the superintendent.

(d) Borrower. A tenant in severalty who is sixty-two years of age or older, or if the cooperative apartment unit is held by tenants by the entirety or by joint tenancy, the youngest of which is sixty-two years age or older.

(e) Superintendent. The superintendent of financial services of this state.

(f) Department. The department of financial services of this state.

(g) Third-party contact. The lender must ask the borrower if they want to designate a third-party contact, such as a family member, trusted friend, advisor or other party whom the borrower would like to be contacted. It shall be the borrower's discretion to choose if the third-party contact is to be contacted if (i) the borrower has not returned the occupancy form, and/or (ii) the loan is in default for any reason and the lender plans to proceed on collecting on the loan, i.e., initiating eviction or foreclosure and/or (iii) the borrower cannot be reached.

2. A cooperative apartment unit loan pursuant to this section shall be subject to the following:

(a) the borrower shall be granted lifetime possession of the subject premises of the cooperative apartment unit which is the security for the reverse cooperative apartment unit loan, as long as such apartment unit remains the borrowers' primary residence and the borrower is not in default under the reverse cooperative apartment unit loan. The borrower or borrowers must certify annually on each anniversary of the loan, that they reside in the unit and that it is their primary residence;

(b) the lender shall ask the borrower if they designate a third party contact, collect such information from the borrower and update such information annually on each anniversary of the loan;

(c) subject to such rules or regulations as the superintendent may adopt, a reverse cooperative apartment unit loan shall be made at either a fixed or variable rate of interest;

(d) subject to such rules or regulations as the superintendent may adopt, the authorized lender may require a borrower to establish a set aside account for the purposes of paying property taxes, maintenance or cooperative fees, insurance premiums of the property securing the reverse cooperative apartment unit loan, or for the payment of any other fees and expenses;

(e) a lender who fails to make loan advances as required in the loan documents, and fails to cure an actual default after notice as specified in the loan documents, shall forfeit any right to collect interest or service charges under the contract. The lender's right to recovery at loan maturity shall be limited to the outstanding balance as of the date of lender's default, minus all interest. However, a lender shall

not be required to make loan advances under a loan if the borrower is in default under the loan;

(f) the outstanding balance may be prepaid in full by the borrower without penalty at any time during the reverse cooperative apartment unit loan term;

(g) an authorized lender is prohibited from using or attaching any property or asset of the borrower or heirs of the borrower except the apartment unit securing the reverse cooperative apartment unit loan in settlement of a reverse loan obligation--the loan is a non-recourse loan;

(h) an authorized lender shall deliver to the applicant upon application, a statement prepared by the department providing the contact information for New York approved, or U.S. Department of Housing and Urban Development approved, reverse mortgage housing counselors with cooperative housing training approved by the department whom the cooperative apartment owner can call for independent counseling and information services. Further, no reverse loan commitment shall be issued by the authorized lender until the applicant presents, in writing, a form that certifies the terms of the reverse cooperative apartment unit loan have been explained to them by a New York or U.S. Department of Housing and Urban Development approved reverse mortgage housing counselor with cooperative housing training approved by the department. The form of such statement and affidavit and cooperative housing counseling services shall be approved by the superintendent;

(i) an authorized lender shall deliver to an applicant such disclosures as may be required by the superintendent which shall describe the relevant portions of the reverse loan being offered, and shall include but not be limited to the following items:

(i) a schedule of payments to and from the borrower and the total payments in dollars over the life expectancy of the youngest borrower of the reverse cooperative apartment unit loan for the borrower;

(ii) a statement prominently displayed advising applicants to consult with appropriate authorities regarding tax and estate planning consequences of a reverse cooperative apartment unit loan;

(iii) where applicable a description of prepayment and refinancing features;

(iv) to the extent determinable at or prior to the inception of the reverse cooperative apartment unit loan, the interest rate and, an estimate of the total interest payable on the reverse cooperative apartment unit loan;

(v) a statement concerning the compliance of the lender with the criteria established by the superintendent that an authorized lender must meet before it may make reverse cooperative apartment unit loans pursuant to this section;

(vi) a statement setting forth those events which would cause the loan to become due and payable (or cause the borrower to default) the reverse cooperative apartment unit loan;

(vii) the loan is subject to a three day right of rescission by the borrower; and

(viii) a financial statement setting forth an estimate of all costs associated with the loan;

(j) an authorized lender shall deliver to each borrower at the time of closing of a reverse cooperative unit loan two copies of the borrower's right to cancel and instructions for how to cancel the loan to be prescribed by the superintendent;

(k) a reverse cooperative apartment unit loan pursuant to this section shall expressly and conspicuously bear a legend identifying it as such in at least fourteen-point font;

(l) a reverse cooperative apartment unit loan shall clearly set forth the terms for when the loan becomes due and payable, including:

(i) regardless of loan payout option chosen by the borrower, the loan note shall state that the outstanding loan balance will not be due and payable in full until the last borrower dies, or if a borrower conveys all of his or her title in the property and no other borrower retains title to the property; and

(ii) the loan note shall state that the outstanding loan balance shall be due and payable in full if any of the following occur:

(1) the property ceases to be the primary residence of a borrower for reasons other than death and the property is not the primary residence of at least one other borrower;

(2) for a period of longer than twelve consecutive months, a borrower fails to occupy the property because of physical or mental illness and the property is not the primary residence of at least one other borrower; or

(3) an obligation of the borrower under the loan note is not met;

(m) in the event that an authorized lender or holder of the reverse cooperative apartment unit loan determines the loan is in default and intends to initiate proceedings pursuant to the note, the lender shall notify the borrower's third-party contact. In the event that the borrower has not designated a third-party contact to receive such notice of foreclosure, then the authorized lender or the holder of said reverse cooperative apartment unit loan shall notify the local or county office for the aging of its intent to commence foreclosure proceedings. Such entity shall take appropriate action to protect the interests of the borrower;

(n) a reverse cooperative apartment unit loan secured by a unit in a cooperative housing corporation shall also be subject to the prior approval by the cooperative's board of directors; and

(o) no reverse cooperative apartment unit loan shall be subject to mandatory binding arbitration.

3. A reverse cooperative apartment unit loan pursuant to this section may:

(a) provide that an authorized lender may, consistent with federal laws and regulations, include a due-on-sale clause in its reverse cooperative apartment unit loan agreement and at its option exercise and enforce such clause in accordance with its terms; and

(b) provide that the borrower's closing costs, including but not limited to loan or commitment fees if any, insurance premiums, repairs, legal fees, the costs of third party counseling, the costs of paying off any existing mortgages or liens, and other appropriate costs be included in the principal of the reverse cooperative apartment unit loan and disbursed out of the loan proceeds at closing.

4. The superintendent shall adopt such rules or regulations as he or she considers appropriate to govern a reverse cooperative apartment unit loan made pursuant to this section. No reverse cooperative apartment unit loan shall be made unless it conforms to the requirements of this section and such rules and regulations as the superintendent may adopt.

5. No authorized lender or any other party or entity shall in any manner, in the marketing or offering of reverse cooperative apartment unit loans, engage in any unfair or deceptive practices in connection

with the marketing or offering of reverse cooperative apartment unit loans, and, additionally, shall not:

(a) use the words "public service announcement" in any commercial, mailing, advertisement or writing relating thereto;

(b) use the words "government insured" or other similar language representing that reverse cooperative apartment unit loans are insured, supported and sponsored by any governmental entity in any commercial, mailing, advertisement or writing relating thereto; or

(c) represent that any such loan is other than a commercial product.

6. (a) Every authorized lender and assignee must obtain a surety bond in the amount of one hundred thousand dollars for the benefit of claims against the lender/assignee for failure to perform their obligations to the borrower. The superintendent will hold the surety bond. In addition, a lender or assignee shall maintain an irrevocable standby letter of credit from a financial institution approved by the superintendent in favor of the lender or assignee in an amount necessary to fund all reverse mortgage loan requirements anticipated over the next twelve months for loans then on the lender's books and those expected to be made over the next twelve months or three million dollars, whichever is greater. The initial term of the letter of credit shall be at least two years. A lender or assignee also shall maintain a minimum capital of ten million dollars. A lender may rely upon its parent company to meet the minimum capital requirements. The requirements for a letter of credit shall not apply to loans that are fully funded at consummation. The minimum capital requirements shall not apply to lenders or assignees that sell loans in the secondary market to a financially viable financial institution, and the superintendent shall define the requirements of what constitutes a "financially viable financial institution prior to any secondary market sale".

(b) Every authorized lender or its agent shall provide, with any solicitation for reverse cooperative apartment unit loan products mailed to a physical address within the state, supplemental consumer protection materials the content and form of which shall be specified by the superintendent or his or her designee.

(c) Every authorized lender shall provide each applicant or potential applicant for a reverse cooperative apartment unit loan with the telephone number and internet website address provided by the department for the purposes of acquiring reverse cooperative apartment unit loan counseling.

(d) The superintendent is authorized to promulgate such rules and regulations as he or she shall deem necessary to implement the provisions of this subdivision.

7. For reverse cooperative apartment unit loans, authorized lender and their agents shall:

(a) provide a monthly account statement, and for all borrowers whose maintenance fees, special assessments mortgage insurance payments, homeowners insurance payments, or payments stemming from any other property obligation or obligations are administered by the authorized lender, and where these payments are derived from the proceeds of the loan, the authorized lender shall provide on the borrower's account statement the current balance remaining in the borrower's line of credit or lifetime expectancy set aside, the projected annual property charges for that year, and a notice which reads in at least fourteen point type:

"YOUR MAINTENANCE FEES AND SPECIAL ASSESSMENTS ARE CURRENTLY BEING PAID BY THE PROCEEDS OF THIS LOAN. THE FUNDS THAT HAVE BEEN SET ASIDE ARE EXPECTED TO BE EXHAUSTED AFTER THE MAINTENANCE FEES AND SPECIAL

ASSESSMENT PAYMENTS OF (SPECIFY EXPECTED MONTH AND YEAR). IF THE PROCEEDS OF THIS LOAN CANNOT PAY THE MAINTENANCE FEES AND SPECIAL ASSESSMENTS, YOU MUST PAY THESE OBLIGATIONS OR YOUR COOP SHARES MAY BE LOST TO FORECLOSURE. PLEASE NOTE THAT MAINTENANCE FEES AND SPECIAL ASSESSMENTS CAN VARY SO YOU SHOULD CONTINUE TO REVIEW THIS NOTICE FOR CHANGES."

(b) by telephone and first class mail, inform and provide notice to a borrower when his or her home equity line of credit or life expectancy set aside is depleted to twenty percent or less of its value. Such notice shall inform the borrower of his or her obligations relating to such real property including, but not limited to, mortgage insurance, homeowners insurance and real property taxes previously paid by such line of credit or life expectancy set aside, and that such obligations must continue to be paid when the home equity line of credit or life expectancy set aside is depleted. Such notice shall use plain language, written in a clear and coherent manner using words with common and every day meanings, appropriately divided and captioned by its various sections. If the lender or its agent is unable to contact the borrower by telephone, notice must be sent to the third-party contact if authorized by the borrower.

(c) Each authorized lender shall, by telephone and first class mail, inform and provide notice to a borrower when his or her home equity line of credit or life expectancy set aside is depleted. Such notice shall inform the borrower of his or her obligations relating to the cooperative apartment unit including, but not limited to, mortgage insurance, homeowners insurance and real property taxes, and that the home equity line of credit or life expectancy set aside will no longer pay these obligations. Such notice shall use plain language, written in a clear and coherent manner using words with common and every day meanings, appropriately divided and captioned by its various sections.

8. In the event that an authorized lender determines a reverse cooperative apartment unit loan to be in default on the basis that the cooperative apartment is no longer the primary residence of or occupied by the borrower, if during the verification of the borrower's primary residence and/or occupancy no responses are received in response to mailings relating thereto, such lender shall cause a telephone call to be made to the borrower, or if the borrower is unreachable by telephone, to the third-party contact if designated, and an in person visit to be made to the borrower at the cooperative apartment to be made prior to the commencement of any proceeding to enforce the lender's rights under the note. During such visit, the authorized lender or its agent shall provide clear information as to who they are, that the visit pertains to the reverse cooperative apartment unit loan, the reason for the home visit, and the telephone number to call for further information. The authorized lender must wait at least thirty days following such visit, in addition to any additional time or notice requirements specified by any other provision of law, before initiating a foreclosure action on the basis that the cooperative apartment is no longer the primary residence of the borrower. If the borrower contacts the authorized lender and provides proof of residence or occupancy after such visit but before the commencement of a proceeding to enforce the lender's rights under the note, the authorized lender shall be barred from initiating such action. Furthermore, no authorized lender shall charge a borrower any fee for any such visit and inspection. This prohibition on the imposition of fees shall include any and all inspections conducted by the

authorized lender to verify the status of the reverse cooperative apartment unit loan, or any suspected or actual default condition.

9. Notwithstanding any inconsistent provision of law, the priority of the lien of a reverse cooperative apartment unit loan, including the lien for all principal, interest, fees, costs, and other charges assessed in connection with the reverse loan, shall date from the filing of a UCC-1 notice for the loan irrespective of the date of any advance of reverse loan proceeds or the date by which an authorized lender shall be entitled to accrued but unpaid interest, fees, costs or other charges.

10. Nothing in this section shall be construed to limit, impair or otherwise affect the priority, under applicable law, of any other mortgage, deed of trust, encumbrance or lien which was filed prior to the effective date of this section.

11. The sale or transfer of the interest in the cooperative apartment unit securing the reverse cooperative apartment unit loan to a person other than an original borrower or borrowers shall result in the termination of the reverse loan.

12. Any person who has been injured by reason of any violation of this section or any violation of the rules and regulations of the department relating to the reverse cooperative apartment unit loan program may bring an action in his or her own name to recover treble his or her actual damages, plus the prevailing plaintiff's reasonable attorneys' fees.

13. Compliance with the provisions of this section shall be conditions precedent to commencing an action to foreclose upon a reverse cooperative apartment unit loan which is subject to the provisions of this section, and the failure to comply therewith shall be a complete defense to such action.

§ 2. Subsection (f) of section 9-611 of the uniform commercial code is amended by adding a new paragraph 1-a to read as follows:

(1-a) Notwithstanding any other provision of law, with regard to a reverse cooperative apartment unit loan, at least forty-five days before a secured party, as defined under Section 9-102(a)(73), or its agent takes any steps to dispose of its collateral, as provided for in Section 9-610, the secured party or its agent shall give notice to the borrower, and separate notice to the borrower's designated third-party if one has been designated in at least fourteen-point type except for the heading which shall be in at least sixteen-point type. The notice shall include the following:

YOU COULD LOSE YOUR COOPERATIVE APARTMENT UNIT TO FORECLOSURE.
PLEASE READ THE FOLLOWING NOTICE CAREFULLY.

Date
Borrower's address
Loan Number:
Property Address:
Dear Borrower(s) {or heirs of Debtor?}:
As of , your reverse cooperative apartment unit loan is in default. Under New York State Law, we are required to send you this notice to inform you that you may be at risk of losing your home.
Your reverse loan is in default because you have not complied with the following conditions of your loan:
You are not occupying your cooperative apartment unit as your primary residence
You did not submit the required annual certificate of occupancy
The named borrower on the reverse loan has died

You did not pay maintenance on your unit to the cooperative corporation, and {servicer} paid your maintenance for you on the following date(s) in the following amount(s): _____

_____

You did not make required repairs to your unit

If the claim is based on your failure to pay maintenance to the cooperative corporation, you can cure this default by making the payment of $_____ for the advances we made towards these payments on your behalf.

You have the right to dispute the claims listed above by contacting us, by calling _____ or sending a letter to _____. This may include proof of payments made for water and sewer charges or a current declaration page from your insurance company, or any other proof to dispute the servicer's claim.

OPTIONS MAY BE AVAILABLE FOR YOU TO CURE YOUR DEFAULT. SOME OF THESE OPTIONS ARE LISTED BELOW. YOU MAY CONTACT {SERVICER} AT {TOLL-FREE NUMBER} TO DISCUSS YOUR OPTIONS.

If you are in default for failure to pay maintenance, you may qualify for a re-payment plan to cure the default balance owed.

Attached to this notice is a list of New York approved housing counseling agencies and legal services in your area which provide free counseling. A statewide listing by county is also available at http://www.dfs.ny.gov/consumer/mortg_nys_np_counseling_agencies.htm. You may also call your local Department of Aging for a referral or call 311 if you live in New York City.

Qualified free help is available; watch out for companies or people who charge a fee for these services.

You may also contact {SERVICER} directly at _____ and ask to discuss all possible options to allow you to cure your default and prevent the foreclosure of your home. While we cannot ensure that a resolution is possible, we encourage you to take immediate steps to try to achieve a resolution. The longer you wait, the fewer options you may have.

If you have not taken any actions to resolve this matter within ninety days from the date this notice was mailed, we will have the right to take your cooperative shares from you.

If you need further information, please call the New York State Department of Financial Services' toll-free helpline at 877-226-5697 or visit the Department's website at http://www.dfs.ny.gov.

IMPORTANT: You have the right to remain in your unit until you receive a court order telling you to leave the property. If a foreclosure action is filed against you in court, you still have the right to remain in the unit until a court orders you to leave. You legally remain the owner of your cooperative shares and are responsible for the unit until the shares are transferred to a new owner through a sale. However, there will be no court proceeding before the shares are transferred to a new owner. After the shares are transferred, the new owner may begin a court proceeding to evict you from the unit.

This notice is not an eviction notice.

§ 3. The civil practice law and rules is amended by adding a new rule 3410 to read as follows:

Rule 3410. Face-to-face meeting for foreclosure of reverse cooperative apartment unit loans. (a) For purposes of this rule, default shall only include a borrower's breach of an obligation under the reverse mortgage cooperative loan agreement, and shall not include death of the borrower or the borrower's permanent vacating of the cooperative unit.

(b) In any action recovery involving a borrower's default under a reverse cooperative apartment unit loan, as defined in paragraph (a) of subdivision one of section six-o of the banking law, the lender shall file a petition with the supreme court of the county in which the cooperative apartment is located stating that the loan is in default and the reason for the default. The petition must be served on the borrower pursuant to section three hundred eight of this chapter. Within ten days of the date of service of the notice to the borrower, the petitioner must file a specialized request for judicial intervention with the clerk. Within sixty days of receipt of the notice or on such adjourned date as has been agreed to by the parties, the court shall hold a mandatory settlement conference for the purpose of holding settlement discussions pertaining to the relative rights and obligations of the parties under the loan documents, including, but not limited to:

1. determining whether the parties can reach a mutually agreeable resolution to help the borrower avoid losing his or her cooperative apartment unit, and evaluating the potential for a resolution or other workout options may be agreed; or

2. whatever other purposes the court deems appropriate.

(c) At any meeting held pursuant to this rule, the lender and the borrower shall appear in person or by counsel, and each party's representative at the meeting shall be fully authorized to dispose of the matter. If the borrower is appearing without counsel, the court shall inform the borrower of the nature of the action and his or her rights and responsibilities. Where appropriate, the court may permit the borrower or a representative of the borrower or the defendant to attend the settlement conference telephonically or by video-conference.

(d) Upon the filing of the notice of default with the court, the court shall send either a copy of the notice or the borrower's name, address and telephone number (if available) to a housing counseling agency or agencies on a list designated by the department for the geographic region in which the borrower resides. Such information shall be used by the designated housing counseling agency or agencies exclusively for the purpose of making the borrower aware of housing counseling and foreclosure prevention services and options available to them.

(e) The court shall promptly send a notice to parties advising them of the time and place of the meeting, the purpose of the meeting and the requirements of this rule. The notice shall be in a form prescribed by the court, and shall advise the parties of the documents that they shall bring to the meeting.

(f) Both the lender and the borrower shall negotiate in good faith to reach a mutually agreeable resolution, including but not limited to a re-payment agreement, or any other loss mitigation, if possible. Compliance with the obligation to negotiate in good faith pursuant to this rule shall be measured by the totality of the circumstances, including but not limited to the following factors:

1. compliance with the requirements of this rule and applicable regulations pertaining to the face-to-face meeting process;

2. compliance with applicable lending and servicing laws, rules, regulations, investor directives, and loss mitigation standards or options; and

3. conduct consistent with efforts to reach a mutually agreeable resolution, including but not limited to, avoiding unreasonable delay, appearing at the meeting with authority to fully dispose of the matter, avoiding moving forward to take possession while loss mitigation appli-

cations and attempts are pending, and providing accurate information to the department and all parties.

Neither of the parties' failure to make the offer or accept the offer made by the other party is sufficient to establish a failure to negotiate in good faith.

(g) Upon a finding by the court that the plaintiff failed to negotiate in good faith pursuant to subdivision (f) of this rule, the court shall, at a minimum, toll the accumulation and collection of interest, costs, and fees during any undue delay caused by the plaintiff, and where appropriate, the court may also impose one or more of the following:

1. compel production of any documents requested by the court or the court's designee during the settlement conference;

2. impose a civil penalty payable to the state that is sufficient to deter repetition of the conduct and in an amount not to exceed twenty-five thousand dollars;

3. the court may award actual damages, fees, including attorney fees and expenses to the defendant as a result of plaintiff's failure to negotiate in good faith; or

4. award any other relief that the court deems just and proper.

(h) A party to a default action may not charge, impose, or otherwise require payment from the other party for any cost, including but not limited to attorneys' fees, for appearance at or participation in the settlement conference process.

(i) This rule shall not apply if:

1. the borrower dies and there is no surviving borrower, unless: (i) the last surviving borrower's spouse, if any, is a resident of the property subject to foreclosure; or (ii) the last surviving borrower's successor in interest who by bequest or through intestacy, owns, or has a claim to the ownership of the property subject to foreclosure, and who was a resident of such property at the time of death of such last surviving borrower; or the borrower does not reside in the unit after such non-occupancy by the borrower as verified by the lender and the lender has taken action as required by subdivision eight of section six-o of the banking law; or

2. a repayment plan or other workout consistent with the borrower's circumstances is entered into to bring the borrower's account current or otherwise cure the default thus making a meeting unnecessary.

§ 4. The superintendent of financial services shall convene a working group comprised of industry and consumer representatives to study the availability of reverse mortgage counselors within the state of New York, and assess their experience and availability to provide counseling in connection with non-government insured reverse mortgages, and to address any other matters the superintendent deems necessary pursuant to this act. The superintendent shall report on its findings and make recommendations based upon such findings.

§ 5. This act shall take effect on the one hundred eightieth day after it shall have become a law. Effective immediately, the addition, amendment and/or repeal of any rule or regulation necessary for the implementation of this act on its effective date are authorized to be made and completed on or before such effective date.