

THE GENERAL ASSEMBLY OF PENNSYLVANIA

SENATE BILL**No. 100** Session of
2007

INTRODUCED BY TOMLINSON, WONDERLING, BOSCOLA, RAFFERTY,
ERICKSON, LAVALLE, FERLO, BROWNE, PILEGGI, STACK AND LOGAN,
MARCH 2, 2007

SENATOR ARMSTRONG, APPROPRIATIONS, RE-REPORTED AS AMENDED,
MAY 21, 2007

AN ACT

1 Providing for the regulation of home improvement contracts and
2 for the registration of certain contractors; prohibiting
3 certain acts; and providing for penalties.

4 The General Assembly of the Commonwealth of Pennsylvania
5 hereby enacts as follows:

6 Section 1. Short title.

7 This act shall be known and may be cited as the Home
8 Improvement Consumer Protection Act.

9 Section 2. Definitions.

10 The following words and phrases when used in this act shall
11 have the meanings given to them in this section unless the
12 context clearly indicates otherwise:

13 "Arbitration clause." A process in which a neutral
14 arbitrator or panel of neutral arbitrators is engaged by the
15 parties to settle a dispute between a contractor and an owner.

16 "Bureau." The Bureau of Consumer Protection in the Office of
17 Attorney General.

1 "Contractor." Any person who owns and operates a home
2 improvement business or who undertakes, offers to undertake or
3 agrees to perform any home improvement. The term includes a
4 subcontractor or independent contractor who has contracted with
5 a home improvement retailer, regardless of the retailer's net
6 worth, to provide home improvement services to the retailer's
7 customers. The term does not include any of the following:

8 (1) A person for whom the total cash value of all of
9 that person's home improvements is less than \$5,000 during
10 any period of 12 consecutive months.

11 (2) A home improvement retailer having a net worth of
12 more than \$50,000,000 or an employee of that retailer THAT
13 DOES NOT PERFORM HOME IMPROVEMENTS.

14 "Home improvement."

15 (1) The term includes all of the following done in
16 connection with land or a portion of the land adjacent to a
17 private residence or a building or a portion of the building
18 which is used or designed to be used as a private residence
19 for which the total cash price of all work agreed upon
20 between the contractor and owner is more than \$500.

21 (i) Repair, replacement, remodeling, demolition,
22 removal, renovation, installation, alteration,
23 conversion, modernization, improvement, rehabilitation or
24 sandblasting.

25 (ii) Construction, replacement, installation or
26 improvement of driveways, swimming pools, pool houses,
27 porches, garages, roofs, siding, insulation, solar energy
28 systems, security systems, flooring, patios, fences,
29 gazebos, sheds, cabanas, landscaping of a type that is
30 not excluded under paragraph (2)(vi), painting, doors and

1 windows and waterproofing.

2 (iii) Without regard to affixation, the installation
3 of central heating or air conditioning or storm windows
4 or awnings.

5 ~~(iv) The conversion of existing commercial~~ <—
6 ~~structures into residential or noncommercial structures.~~

7 (2) The term does not include:

8 (i) The construction of a new home.

9 (ii) The sale of goods or materials by a seller who
10 neither arranges to nor performs, directly or indirectly,
11 any work or labor in connection with the installation or
12 application of the goods or materials.

13 (iii) The sale of services furnished for commercial
14 or business use or for resale, if the service takes place
15 somewhere other than at a private residence.

16 (iv) The sale of appliances, including stoves,
17 refrigerators, freezers, room air conditioners and others
18 which are designed for and are easily removable from the
19 premises without material alteration.

20 (v) Any work performed without compensation by the
21 owner of the owner's private residence or residential
22 rental property.

23 (vi) Any work performed by a landscaper certified by
24 the Department of Agriculture under the act of December
25 16, 1992 (P.L.1228, No.162), known as the Plant Pest Act,
26 except to the extent that the work involves any of the
27 following at a private residence:

28 (A) The construction, replacement, installation
29 or improvement of buildings, driveways, swimming
30 pools, porches, garages, roofs, siding, insulation,

1 solar energy systems, security systems, flooring,
2 patios, nondecorative fences, doors, lighting
3 systems, concrete walkways and windows.

4 (B) The placement of retaining walls, fountains
5 or drainage systems.

6 (vii) Emergency work pursuant to section 7 of the
7 act of December 17, 1968 (P.L.1224, No.387), known as the
8 Unfair Trade Practices and Consumer Protection Law.

9 (VIII) THE CONVERSION OF EXISTING COMMERCIAL
10 STRUCTURES INTO RESIDENTIAL OR NONCOMMERCIAL STRUCTURES.

11 "Home improvement contract." An agreement between a
12 contractor, subcontractor or salesperson and an owner for the
13 performance of a home improvement which includes all agreements
14 for labor, services and materials to be furnished and performed
15 under the contract.

16 "Owner."

17 (1) The term includes any of the following:

18 (i) An owner of a private residence, including any
19 person authorized by an owner to act on the owner's
20 behalf to order, contract for or purchase a home
21 improvement.

22 (ii) A person entitled to the performance of the
23 work of a contractor pursuant to a home improvement
24 contract.

25 (2) An owner of a private residence shall not be
26 required to reside in the residence to be deemed an owner
27 under this act.

28 (3) A person who owns three or more private residences
29 in this Commonwealth shall not be deemed an owner except with
30 respect to the person's primary residence or the part of the

1 building which houses the primary residence of the owner.

2 "Person." An individual, partnership, limited partnership,
3 limited liability company, joint venture or corporation.

4 "Private residence." Any of the following:

5 (1) A single family dwelling.

6 (2) A multifamily dwelling consisting of not more than
7 ~~three~~ TWO units. <—

8 (3) A single unit located within any multifamily
9 dwelling, including condominiums and co-op units.

10 "Special order material." Any material, product or equipment
11 that is not a stock item and must be specially ordered from the
12 factory or distributor and which is produced or processed for
13 the contractor for a specific home improvement contract. Special
14 order materials are not returnable by the contractor for a
15 refund or credit and have no usefulness for other home
16 improvement contracts because they are specially ordered for a
17 specific home improvement contract.

18 "Specifications." The plans, detailed drawings, lists of
19 materials, stated allowances or other methods customarily used
20 in the home improvement industry as a whole to describe with
21 particularity the work, workmanship, materials and quality of
22 materials for each home improvement.

23 "Tenant." A person who has entered into a lease or other
24 contractual arrangement with the owner.

25 Section 3. Registration of contractors.

26 (a) General rule.--No person shall hold himself out as a
27 contractor nor shall a person perform any home improvement
28 without first registering with the bureau as provided for in
29 this act.

30 (b) Public access to registration information.--The bureau

1 shall maintain a toll-free telephone number from which a caller
2 can obtain information as to whether a contractor is registered
3 with the bureau pursuant to this act, as well as information
4 that may be obtained on the bureau's website.

5 (c) Confidentiality of personal information.--The bureau
6 shall create a policy for the disclosure of personal information
7 to the public. The bureau may not disclose to the public a
8 contractor's Social Security number OR DRIVER'S LICENSE NUMBER. <—

9 (d) Nongrant or renewal of license.--The Department of
10 Banking shall not grant or renew a license to any person
11 registered, or required to be registered, as a home improvement
12 contractor pursuant to any of the following:

13 (1) The act of December 12, 1980 (P.L.1179, No.219),
14 known as the Secondary Mortgage Loan Act.

15 (2) The act of December 22, 1989 (P.L.687, No.90), known
16 as the Mortgage Bankers and Brokers and Consumer Equity
17 Protection Act.

18 Section 4. Procedures for registration as a contractor.

19 (a) Application.--

20 (1) A person shall apply to the bureau in writing, or
21 electronically via a secure Internet connection, if permitted
22 by the bureau, on a form provided by the bureau. The
23 application shall include the following information:

24 (i) For an individual applicant, the name, home
25 address, home telephone number and driver's license
26 identification number of the applicant or an
27 identification card issued by the Pennsylvania Department
28 of Transportation, as well as the individual's business
29 name, address and telephone number if different, and all
30 prior business names and addresses of home improvement

1 businesses.

2 (ii) For a partnership applicant, the name, home
3 address, home telephone number and driver's license
4 identification number of each partner as well as the
5 partnership name, address and telephone number.

6 (iii) For a corporation, limited liability company
7 or limited partnership applicant, the name, home address,
8 home telephone number and driver's license identification
9 number of each officer, each director or each individual
10 holding greater than a 5% stake in the business, as well
11 as the entity's business name, address and telephone
12 number.

13 (iv) For an out-of-State corporation, limited
14 liability or limited partnership, the name and address of
15 the entity's resident agent or registered office provider
16 within this Commonwealth and any registration number or
17 license number issued to the entity by its home state or
18 political subdivision of such other state, if applicable.

19 (v) For a joint venture applicant, the name, address
20 and telephone number of the joint venture, as well as the
21 name, address and telephone number of each party to the
22 joint venture. When the parties to a joint venture
23 include business entities, the information required from
24 such entities pursuant to paragraph (2) and subsection
25 (b) shall also be provided.

26 (vi) A complete description of the nature of the
27 contracting business of the applicant.

28 (vii) A statement whether:

29 (A) The individual or individuals making
30 application, even if doing so as part of a business

1 entity application, has ever been convicted of a
2 criminal offense related to a home improvement
3 transaction, fraud, theft, a crime of deception or a
4 crime involving fraudulent business practices, as
5 well as a statement whether the applicant has ever
6 filed a petition in bankruptcy or within the last ten
7 years received a final civil judgment entered against
8 the applicant or businesses in which the applicant
9 held an interest that was related to a home
10 improvement transaction.

11 (B) The applicant's certificate or the
12 certificate of a business with which the person
13 making application held an interest has ever been
14 revoked or suspended pursuant to an order issued by a
15 court of competent jurisdiction in this Commonwealth
16 or any other state or political subdivision thereof
17 and, if so, the current status of the license.

18 (viii) Whether within the last ten years the
19 applicant has ever been suspended or debarred from
20 participating in any Federal, State or local program
21 through which funding or other assistance is provided to
22 consumers for home improvements.

23 (ix) Proof of liability insurance covering personal
24 injury in an amount not less than \$50,000 and insurance
25 covering property damage caused by the work of a home
26 improvement contractor in an amount not less than
27 \$50,000.

28 (2) Information requested in paragraph (1)(i) through
29 (v) shall be for a ten-year period, prior to the time of
30 registration. The applicant shall provide information prior

1 to the last ten years or as further clarification of the
2 information provided, if the bureau requests such
3 information.

4 (b) Reporting of multiple registrations or licensures.--Any
5 registered contractor in this Commonwealth who is registered or
6 licensed as a home improvement contractor in any other state, or
7 political subdivision thereof, shall report this information to
8 the bureau on the initial registration and biennial registration
9 application. Any disciplinary action taken in such other
10 jurisdiction shall be reported to the bureau on the initial
11 registration application or, if such action occurred subsequent
12 to submission of an initial application, on the biennial
13 registration application or within 90 days of final disposition,
14 whichever is sooner. Multiple registrations or licensures shall
15 be noted by the bureau on the contractor's registration, and
16 such state, or political subdivision thereof, shall be notified
17 by the bureau of any disciplinary actions taken against such
18 contractor in this Commonwealth.

19 Section 5. Application fees.

20 Each application for a certificate for a home improvement
21 contractor or renewal of that certificate shall be accompanied
22 by a fee of \$50. After completion of the application and payment
23 of the fee, the bureau shall issue the home improvement
24 contractor a registration certificate identifying the name of
25 the individual contractor, name and address of the business and
26 a registration number. Renewals shall be on a biennial basis.

27 Section 6. Home improvement contracts.

28 (a) Requirements.--No home improvement contract shall be
29 valid or enforceable against an owner unless it:

30 (1) Is in writing and legible and contains the home

1 improvement contractor registration number of the performing
2 contractor.

3 (2) Is signed by all of the following:

4 (i) The owner, his agent or other contracted party.

5 (ii) The contractor or a salesperson on behalf of a
6 contractor.

7 (3) Contains the entire agreement between the owner and
8 the contractor, including attached copies of all required
9 notices.

10 (4) Contains the date of the transaction.

11 (5) Contains the name, address and telephone number of
12 the contractor. For the purposes of this paragraph, a post
13 office box number alone shall not be considered an address.

14 (6) Contains the approximate starting date and
15 completion date.

16 (7) Includes a description of the work to be performed,
17 the materials to be used and a set of specifications that
18 cannot be changed without a written change order signed by
19 the owner and contractor.

20 (8) Includes the total sales price due under the
21 contract.

22 (9) Includes the amount of any down payment plus any
23 amount advanced for the purchase of special order materials.
24 The amount of the down payment and the cost of the special
25 order materials must be listed separately.

26 (10) Includes the names, addresses and telephone numbers
27 of all subcontractors on the project known at the date of
28 signing the contract. For the purposes of this paragraph, a
29 post office box number alone shall not be considered an
30 address.

(11) Except as provided in section 12, agrees to maintain liability insurance covering personal injury in an amount not less than \$50,000 and insurance covering property damage caused by the work of a home improvement contractor in an amount not less than \$50,000 and identifies the current amount of insurance coverage maintained at the time of signing the contract.

(b) Right of rescission.--An individual signing a home improvement contract, except as provided in the emergency provisions of section 7 of the act of December 17, 1968 (P.L.1224, No.387), known as the Unfair Trade Practices and Consumer Protection Law, shall be permitted to rescind the contract without penalty regardless of where the contract was signed, within three BUSINESS days of the date of signing.

(c) Copy to be provided.--A contractor or salesperson shall provide and deliver to the owner, without charge, a completed copy of the home improvement contract at the time the contract is executed which shall contain all required notices.

(d) Arbitration clause.--Nothing in this act shall preclude the court from setting aside an arbitration clause on any basis permitted under Pennsylvania law. If the contract contains an arbitration clause, it shall meet the following requirements or be deemed void by the court upon motion of either party, filed prior to the commencement of arbitration:

(1) The text of the clause must be in capital letters.

(2) The text shall be printed in 12-point boldface type and the arbitration clause must appear on a separate page from the rest of the contract.

(3) The clause shall contain a separate line for each of the parties to indicate their assent to be bound thereby.

1 (4) The clause shall not be effective unless both
2 parties have assented as evidenced by signature and date,
3 which shall be the date on which the contract was executed.

4 (5) The clause shall state clearly whether the decision
5 of the arbitration is binding on the parties or may be
6 appealed to the court of common pleas.

7 (6) The clause shall state whether the facts of the
8 dispute, related documents and the decision are confidential.

9 (e) Voidable clauses.--If a home improvement contract
10 contains any of the following clauses, the home improvement
11 contract shall be voidable:

12 (1) A hold harmless clause.

13 (2) A waiver of Federal, State or local health, life,
14 safety or building code requirements.

15 (3) A confession of judgment clause.

16 (4) A waiver of any right to a jury trial in any action
17 brought by or against the owner.

18 (5) (Reserved).

19 (6) An assignment of or order for payment of wages or
20 other compensation for services.

21 (7) A provision by which the owner agrees not to assert
22 any claim or defense arising out of the contract.

23 (8) A provision that the contractor shall be awarded
24 attorney fees and costs.

25 (9) A clause by which the owner relieves the contractor
26 from liability for acts committed by the contractor or the
27 contractor's agents in the collection of any payments or in
28 the repossession of any goods.

29 (10) A waiver of any rights provided under this act.

30 (11) A provision providing for the automatic or

1 recurring renewal of any provisions of the agreement, unless:

2 (i) the contract establishes a procedure by which
3 the consumer can choose not to renew the provision or
4 provisions, thereby avoiding any new fees or charges, by
5 providing written notice to the contractor via first
6 class mail postmarked no later than three business days
7 prior to any renewal;

8 (ii) such procedure is clearly and conspicuously
9 disclosed in the agreement; and

10 (iii) the contract includes a provision requiring
11 the contractor to notify the consumer of any automatic or
12 recurring renewal, and the consumer's option to cancel
13 such renewal, by mail not earlier than 20 days and not
14 later than ten days prior to the date of any such
15 renewal.

16 (f) Home improvement retailer contracts.--A home improvement
17 retailer having a net worth of more than \$50,000,000 or an
18 employee of that retailer THAT DOES NOT PERFORM HOME
19 IMPROVEMENTS shall comply with the provisions of this
20 subsection. No home improvement contract issued by a home
21 improvement retailer having a net worth of more than \$50,000,000
22 or an employee of that retailer shall be valid or enforceable
23 against an owner unless the contract:

24 (1) Is in writing and legible and contains all of the
25 following:

26 (i) The name, address and telephone number of the
27 retailer.

28 (ii) The name of the person signing the contract on
29 behalf of the retailer and the person's position with the
30 retailer or the person's authority to sign the contract.

(iii) The signature of the owner, the owner's agent
or other contracted party.

(2) Complies with subsections (a)(3), (4), (6), (7), (8)
and (9), (b), (c), (d) and (e).

(g) Contractor's recovery right.--Nothing in this section
shall preclude a contractor who has complied with subsection (a)
from the recovery of payment for work performed based on the
reasonable value of services which were requested by the owner
if a court determines that it would be inequitable to deny such
recovery.

Section 7. Home improvement fraud.

(a) Offense defined.--A person commits the offense of home
improvement fraud if, with intent to defraud or injure anyone or
with knowledge that he is facilitating a fraud or injury to be
perpetrated by anyone, the actor:

(1) makes a false or misleading statement to induce,
encourage or solicit a person to enter into any written or
oral agreement for home improvement services or provision of
home improvement materials or to justify an increase in the
previously agreed upon price;

(2) receives any advance payment for performing home
improvement services or providing home improvement materials
and fails to perform or provide such services or materials
when specified in the contract taking into account any force
majeure or unforeseen labor strike that would extend the time
frame or unless extended by agreement with the consumer and
fails to return the payment received for such services or
materials which were not provided by that date;

(3) while soliciting a person to enter into an agreement
for home improvement services or materials, misrepresents or

1 conceals the contractor's or salesperson's real name, the
2 name of the contractor's business, the contractor's business
3 address or any other identifying information;

4 (4) damages a person's property with the intent to
5 induce, encourage or solicit that person to enter into a
6 written or oral agreement for performing home improvement
7 services or providing home improvement materials;

8 (5) misrepresents himself or another as an employee or
9 agent of the Federal, Commonwealth or municipal government,
10 any other governmental unit or any public utility, with the
11 intent to cause a person to enter into any agreement for
12 performing home improvement services or providing home
13 improvement materials;

14 (6) misrepresents an item as a special order material or
15 to misrepresent the cost of the special order material;

16 (7) alters a home improvement agreement, mortgage,
17 promissory note or other document incident to performing or
18 selling a home improvement without the consent of the
19 consumer; or

20 (8) directly or indirectly publishes a false or
21 deceptive advertisement in violation of State law governing
22 advertising about home improvement.

23 (B) PROSECUTION.--PROSECUTIONS UNDER THIS SECTION SHALL NOT <—
24 BAR PROSECUTION OR CONVICTION FOR ANY OTHER CRIMES.

25 ~~(b)~~ (C) Grading.-- <—

26 (1) A violation of subsection (a)(1), (3), (4), (5), (6)
27 or (7) constitutes:

28 (i) a felony of the third degree if the amount
29 involved exceeds \$2,000; or

30 (ii) a misdemeanor of the first degree if the amount

involved is \$2,000 or less or if the amount involved cannot be satisfactorily ascertained.

(2) A violation of subsection (a)(2) constitutes:

(i) a felony of the third degree if the amount of the payment retained exceeds \$2,000; or

(ii) a misdemeanor of the first degree if the amount of the payment retained is \$2,000 or less or if the amount of the payment cannot be satisfactorily ascertained.

(3) Amounts involved pursuant to one scheme or course of conduct, whether involving one or more victims, may be aggregated in determining the grade of the offense pursuant to subsection (a).

(4) Where a person commits an offense under subsection (a) and the victim is 60 years of age or older, the grading of the offense shall be one grade higher than specified in paragraphs (1), (2) and (3). This paragraph shall not be applicable to persons whose sentence would be enhanced pursuant to paragraph (5).

(5) Notwithstanding any other provisions of this section, where a person commits a second or subsequent offense described in subsection (a), the offense will constitute a felony of the second degree regardless of the amount of money involved. For this paragraph to be applicable, the second or subsequent offense must have occurred after the first conviction. Paragraph (4) shall not be applicable to persons whose sentences would be enhanced pursuant to this paragraph.

(6) In addition to any other penalty imposed by this act, the court may revoke or suspend the certificate of

1 registration issued under section 3. At the time of
2 sentencing, the court shall state the reasons for such
3 revocation or suspension. A person whose registration has
4 been revoked or suspended may petition the court of original
5 jurisdiction for reinstatement after a period of five years
6 from the date of revocation or suspension, or as specified in
7 the court's order.

8 ~~(e)~~ (D) Jurisdiction.--

←

9 (1) The district attorneys of the several counties shall
10 have the authority to investigate and to institute criminal
11 proceedings for any violation of this section.

12 (2) In addition to the authority conferred upon the
13 Attorney General by the act of October 15, 1980 (P.L.950,
14 No.164), known as the Commonwealth Attorneys Act, the
15 Attorney General shall have the authority to investigate and
16 institute criminal proceedings for any violation of this
17 section or any series of such violations involving more than
18 one county of this Commonwealth or involving any county of
19 this Commonwealth and another state. No person charged with a
20 violation of this section by the Attorney General shall have
21 standing to challenge the authority of the Attorney General
22 to investigate or prosecute the case, and, if any such
23 challenge is made, the challenge shall be dismissed and no
24 relief shall be available in the courts of this Commonwealth
25 to the person making the challenge.

26 Section 8. Prohibited acts.

27 No person shall:

28 (1) Fail to register as required by this act.

29 (2) Fail to refund the amount paid for a home
30 improvement within ten days of either the acceptance and

1 execution of a return receipt for certified mail containing a
2 written request for a refund or the refusal to accept the
3 certified mail sent to the contractor's last known address if
4 all of the following apply:

5 (i) No substantial portion of the contracted work
6 has been performed at the time of the request.

7 (ii) More than 45 days have elapsed since the
8 starting date specified in the written contract.

9 (3) Accept a municipal certificate of occupancy or other
10 proof that performance of a home improvement contract is
11 complete or satisfactorily concluded with knowledge that the
12 document or proof is false and the performance is incomplete.

13 (4) Utter, offer or use a completion certificate or
14 other proof that a home improvement contract is complete or
15 satisfactorily concluded when the person knows or has reason
16 to know that the document or proof is false and is made to
17 accomplish any of the following:

18 (i) Make or accept an assignment or negotiation of
19 the right to receive payment under a home improvement
20 contract.

21 (ii) Get or grant credit or a loan on security of
22 the right to receive payment under a home improvement
23 contract.

24 (5) Abandon or fail to perform, without justification,
25 any home improvement contract or project engaged in or
26 undertaken by a contractor. For the purposes of this
27 paragraph, the term "justification" shall include nonpayment
28 by the owner as required under the contract or any other
29 violation of the contract by the owner.

30 (6) Deviate from or disregard plans or specifications,

1 in any material respect, without a written change order dated
2 and signed by both the contractor and owner, which contains
3 the accompanying price changes for each deviation.

4 (7) Prepare, arrange, accept or participate in the
5 financing of a home improvement contract with knowledge that
6 the home improvement contract states a greater monetary
7 obligation than the actual price of the home improvement.

8 (8) Advertise or offer, by any means, to perform a home
9 improvement if the person does not intend to do any of the
10 following:

11 (i) Accept a home improvement contract.

12 (ii) Perform the home improvement.

13 (iii) Charge for the home improvement at the price
14 advertised or offered.

15 (9) Demand or receive any payment for a home improvement
16 before the home improvement contract is signed.

17 (10) For a home improvement contract in which the total
18 price is more than \$1,000, receive a deposit in excess of:

19 (i) one-third of the home improvement contract
20 price; or

21 (ii) one-third of the home improvement contract
22 ~~price in the event special order materials are included.~~ <—

23 PRICE PLUS THE COST OF SPECIAL ORDER MATERIALS THAT HAVE <—
24 BEEN ORDERED.

25 (11) While acting as a salesperson, fail to account for
26 or remit to the contractor whom the salesperson represents a
27 payment received in connection with a home improvement.

28 Section 9. Unfair Trade Practices and Consumer Protection Law.

29 A violation of any of the provisions of this act shall be
30 deemed a violation of the act of December 17, 1968 (P.L.1224,

1 No.387), known as the Unfair Trade Practices and Consumer
2 Protection Law. Nothing in this act shall preclude a consumer
3 from exercising any right provided under the Unfair Trade
4 Practices and Consumer Protection Law.

5 Section 10. Regulations.

6 The bureau may adopt rules and regulations necessary to carry
7 out the provisions of this act.

8 Section 11. Preemption of local registration.

9 Registration under this act shall preclude any requirement of
10 payment of a fee or registration or licensing of any home
11 improvement contractor by any political subdivision. Political
12 subdivisions shall be permitted to require building permits and
13 local enforcement of the building code for that political
14 subdivision, for which a reasonable fee may be charged. This
15 provision does not affect a municipality's responsibilities or
16 authority under the act of November 10, 1999 (P.L.491, No.45),
17 known as the Pennsylvania Construction Code Act, or the
18 requirements under section 302(e) of the act of June 2, 1915
19 (P.L.736, No.338), known as the Workers' Compensation Act,
20 regarding workers' compensation. This provision does not affect
21 existing licensing standards in effect on the effective date of
22 this act, with respect to electricians and plumbers AND OTHER <—
23 TRADES, where licensing is conditioned on requirements of
24 testing or possession of certificates obtained through specific
25 training in electricity or plumbing OR OTHER TRADES. This <—
26 provision does not affect standards for liability insurance
27 adopted by a municipality prior to January 1, 2006, and which
28 are in effect on the effective date of this section.

29 Section 12. Exemptions.

30 This act shall not apply to any of the following persons or

1 organizations:

2 (1) The Commonwealth, or any of its political
3 subdivisions.

4 (2) The Federal Government.

5 Section ~~13~~ 18. Applicability.

<—

6 This act shall not apply to local regulations, relating to
7 liability insurance coverage for contractors which were adopted
8 by a municipality prior to January 1, 2006, and which are in
9 effect on the effective date of this section.

10 Section ~~14~~ 19. Repeal.

<—

11 All acts and parts of acts are repealed insofar as they are
12 inconsistent with this act.

13 Section 20. Effective date.

14 This act shall take effect in 180 days.