



WISCONSIN LEGISLATIVE COUNCIL RULES CLEARINGHOUSE

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CLEARINGHOUSE RULE 16-092

Comments

[NOTE: All citations to “Manual” in the comments below are to the Administrative Rules Procedures Manual, prepared by the Legislative Reference Bureau and the Legislative Council Staff, dated December 2014.]

2. Form, Style and Placement in Administrative Code

In the rule summary, the department could consider placing the reference to s. 101.16 (3g) (a), Stats., in the section titled “Statutes Interpreted” rather than in the section titled “Statutory Authority”, as the cited statute does not authorize promulgation but instead sets forth the general licensure requirement interpreted by the department’s rules. [s. 1.02 (2m) (a) and (b), Manual.]

5. Clarity, Grammar, Punctuation and Use of Plain Language

a. The department could consider defining the term “retailer”. The proposed rule amends s. SPS 305.73 to reflect provisions of 2015 Wisconsin Act 327, including the replacement of the term “retail supplier” with the term “retailer”. While, under current law, s. SPS 305.73 does not employ the term “retail supplier,” the department may consider defining the term “retailer” in s. 305.73 and employing that term throughout s. SPS 305.73, for consistency and clarity with both the statute and the Notes appending the rules.

b. The department could consider adding to the rule summary’s “Plain language analysis” a description of the provision in 2015 Wisconsin Act 327 that changed the statutory term from “retail supplier” to “retailer”. Because several amendments in the proposed order reflect that change, identifying that provision in the “Plain language analysis” could enable the reader to understand the content of the rule. [s. 1.02 (2) (b), Manual.]

c. In s. SPS 305.73 (4) (b) (Note), the department should replace the word “shall” with “to” because the Note already explains the mandatory nature of the third party’s notice in certain circumstances by invoking the term “requires”.