

**State of Rhode Island and Providence  
Plantations  
Rhode Island Resource Recovery Corporation**

**Public Notice Concerning of Proposed  
Regulatory Changes**

Pursuant to the provisions of RIGL 23-19 of the General Laws of Rhode Island, and in accordance with the Administrative Procedures Act Chapter 42-35 of the General Laws, the Rhode Island Resource Recovery Corporation hereby gives notice of its intent to repeal the following three (3) rules and regulations:

- 1) The Rules Governing House Moving and Selling (ERLID 1395).
- 2) The Rules for the Acquisition of Residentially Zoned Property Within 1000 Feet of the Entire Operational Area of the Central Landfill and all Residential Real Property on the Town of Johnston Located on Simmons Lake Drive (ERLID 4484)
- 3) The Acquisition of Residential Real Property Located Not Less Than 1000 Feet and Not Greater Than 2000 Feet From the Entire Operational Portion of the Central Landfill, Which Real Property is not Subject to Acquisition Pursuant to RI General Laws 23-19-34 (Enactment) (ERLID 4485)

The purpose of these repeals is to remove rules and regulations that are no longer relevant to the daily operation of the Rhode Island Resource Recovery Corporation.

The for mentioned rules regarding the Rhode Island Resource Recovery are available for public inspection at [www.rirrc.org](http://www.rirrc.org), in person at the Rhode Island Resource Recovery Corporation, 65 Shun Pike, Johnston RI 02919, can be requested by email [MOConnell@rirrc.org](mailto:MOConnell@rirrc.org) or by calling Michael J. OConnell at (401) 942-1430.

In the development of the proposed repeal consideration was given to: (1) alternative approaches; (2) overlap or duplication with other statutory and regulatory provisions; and (3) significant economic impact on small business. No alternative approach, duplication, or overlap was identified based upon available information.

All interested parties are invited to submit written or oral comments concerning the proposed regulations from August 19 through no later than 4:00 PM on September 18, 2013 to Michael OConnell, Executive Director, Rhode Island Resource Recovery Corporation, 65 Shun Pike, Johnston, RI 02919, (401) 942-1430 or [MOConnell@rirrc.org](mailto:MOConnell@rirrc.org).

In accordance with RIGL 42-35-3, an oral hearing will be granted if requested by twenty-five (25) persons, or by an agency or by an association having at least twenty-five (25) members. A request for an oral hearing must be made within thirty (30) days of this notice. Requests must be made through Michael OConnell, Executive Director, Rhode Island Resource Recovery Corporation, 65 Shun Pike, Johnston, RI 02919, (401) 942-1430 or [MOConnell@rirrc.org](mailto:MOConnell@rirrc.org).

Michael O'Connell, Executive Director  
Rhode Island Resource Recovery Corporation

Date Posted: August 19, 2013

REPEALED 9/XX/2013

~~THE RHODE ISLAND SOLID WASTE MANAGEMENT CORPORATION'S AMENDED RULES  
REGARDING THE ACQUISITION OF RESIDENTIALLY ZONED PROPERTY WITHIN ONE THOUSAND  
FEET OF THE ENTIRE OPERATIONAL AREA OF THE CENTRAL LANDFILL AND ALL RESIDENTIAL  
REAL PROPERTY IN THE TOWN OF JOHNSTON LOCATED ON SIMMONS LAKE DRIVE PURSUANT  
TO CHAPTER 277 OF THE 1989 RHODE ISLAND PUBLIC LAWS (EMINENT DOMAIN).~~

~~ATTEST: A True Copy~~

~~Hearing Held: 2-19-90 \_\_\_\_\_~~

~~Date filed with the Secretary of State \_\_\_\_\_~~

~~Date Effective:-~~

~~Pursuant to Chapter 277 of the 1989 Rhode Island Public Laws and Rhode Island General Laws §§ 42-35-1 through 18- (The Administrative Procedures Act), the Rhode Island Solid waste Management Corporation hereby promulgates the following Amended Rules regarding the acquisition of (1) real property that was zoned residential as of July 31, 1988, and that remained zoned residential as of October 1, 1989, within one thousand (1,000) feet of the entire operational portion of the central landfill; and (2) all residential real property in the Town of Johnston located on Simmons Lake Drive and designated on the Town Assessor's map, of December 31, 1988, as Plat 31, Lots 013 through 024 and Plat 31, Lots 026 through 034- (Hereinafter referred to as The Amended Rules)-~~

~~The following constitute the amendments to the Rules:-~~

~~1. The following shall be added at the end of Rule 5(a)(4) and Rule 5(b)(3):-~~

~~"Notwithstanding the foregoing, the Corporation may send all final Compensation Award offers that are completed as of January 15, 1990, on or after that date, to each Property Owner of record and shall send all remaining final Compensation Award offers as they are completed. The Corporation shall make all remaining initial Compensation Award offers with all due diligence."~~

~~2. The word "each" shall replace the word "any" in the first line of Rule 7(a) and the following shall be added after the word "offer" on the seventh line of Rule 7(a):-~~

~~"To the Property Owner pursuant to Rule 5(a)(4) and/or Rule 5(b)(3)."~~

~~3. The phrase, "or the sixty (60) calendar day period," shall be added after both the word "period" on the second line of Rule 8(a) and after the word "period" on the seventh line of Rule 8(a). The phrase, "whichever is later" shall be added after the word "period" on the eighth line of Rule 8(a).~~

~~4.~~

~~DEFINITIONS As used in these Amended Rules,~~

~~(1) "Act," means Chapter 277 of the 1989 Rhode Island Public Laws.~~

~~(2) "Appraisal," means a valuation or estimate of the value of each parcel of Property by an Appraiser.~~

~~(3) "Appraiser," means a person duly licensed or authorized to perform Appraisals of real property in Rhode Island.~~

~~(4) "Compensation Award," means the amount of money the Corporation offers to compensate for the taking of the Property, as provided in the Act, such amount to be not less than the sum that the Property Owner paid as a purchase price for the Property. The Act provides that the Compensation Award shall take into account the condition of the entire operational portion of the central landfill on the date the Property Owner acquired his or her Property in determining fair market value.~~

~~(5) "Compensation Award Agreement," means the agreement that the Property Owner signs upon acceptance of the Corporation's Compensation Award offer.~~

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~~(6) "Corporation," means the Rhode Island Solid Waste~~

~~Management Corporation.~~

~~(7) "Corporation's Appraisal Report," means a narrative report that the Corporation's Appraiser prepares for each parcel of the Property.~~

~~(8) "Corporation's Appraiser," means a person who is duly authorized to appraise property in Rhode Island and who is a member or a candidate member of The Society of Real Estate Appraisers or the American Institute of Real Estate Appraisers.~~

~~(9) "Corporation's Staff Representative," means any person duly authorized by the Corporation to meet with the Property Owner and make a Compensation Award offer.~~

~~(10) "Eminent Domain," means the exercise of statutory authority by the Corporation to take private property for public use as provided for by the Act.~~

~~(11) "The entire operational portion of the central landfill," means the operational portion of the central landfill, as identified per site master plan no. 06538, and the area licensed for landfilling.~~

~~(12) "Interested Person," means any person, firm, partnership, corporation, association, trust, union or other entity having an estate, right or interest in the Property, which is not an ownership interest.~~

~~(13) "Property," means~~

- ~~(a) Any real property that was zoned residential as of July 31, 1988, and that remained zoned residential as of October 1, 1989, within one thousand (1,000) feet of the entire operational portion of the central landfill; and~~
- ~~(b) all residential real property in the Town of Johnston located on Simmons Lake Drive and designated on the Town Assessor's map, of December 31, 1988, as Plat 31, Lots 013 through 024 and Plat 31, Lots 026 through 034.~~
- ~~(14) "Property Owner," means any person, firm, partnership, corporation, association, trust, union, or other entity having an ownership interest in the Property.~~
- ~~(15) "Property Owner's Representative," means an attorney-at-law, Appraiser, and/or licensed real estate broker who may be retained by the Property Owner.~~
- ~~(16) "Review Appraiser," means any Appraiser who is engaged by the Corporation to review the Corporation's Appraisal Report and any Appraisal Report that may be submitted by a Property Owner.~~
- ~~(17) "Title Search Firm," means a person, persons, or firm engaged by the Corporation to perform a title examination of the Property, assist in the removal of any liens or defects of title in the Property, render an opinion on the validity of the title of the Property, and provide all services necessary for the disbursement of the Compensation Award.~~

## ~~II. AMENDED RULES~~

### ~~1. CORPORATION'S APPRAISER COMPLETES APPRAISAL REPORT; PROPERTY OWNER NOTIFIED.~~

~~(a) The Corporation's Appraiser shall prepare and submit to the Corporation separate Appraisals for each parcel of the Property.~~

~~(b) Upon completion of each Appraisal Report, the Corporation shall notify by certified mail, return receipt requested, each Property Owner of record, or who is otherwise known to the Corporation, that the Corporation's Appraiser has completed the Appraisal of the Property and specify a time and date for a meeting at which the Corporation will make a Compensation Award offer (the "Meeting"). The Meeting shall be not less than five (5) nor more than ten (10) business days after notice is mailed to the Property Owner, unless the Property Owner and the Corporation otherwise mutually agree. The Corporation shall also send notice by certified mail, return receipt requested to Interested Persons of record, or who are otherwise known to the Corporation.~~

### ~~2. PROPERTY OWNER'S APPRAISAL.~~

~~At the Property Owner's option and cost, the Property Owner may have the Property appraised by an Appraiser.~~

### ~~3. CORPORATION EXTENDS INITIAL COMPENSATION AWARD OFFER.~~

~~(a) At the meeting (which may be attended by the~~

~~Corporation's Staff Representative, the Corporation's Appraiser, the Property Owner, the Property Owner's Representative, if any, and other Interest Persons), the Corporation will make its initial Compensation Award offer to the Property Owner in writing. Such offer shall not be less than the sum that the Property Owner paid as a purchase price for the Property.~~

~~(b) At the Meeting, the Property Owner and/or the Property Owner's Representative may inspect a copy of the Corporation's Appraisal Report, but no copy of the Report can be taken from the Meeting. In addition, the Property Owner and/or the Property Owner's Representative shall acknowledge, in writing, that the availability of the Corporation's Appraisal Report for inspection shall not be deemed a waiver or forfeiture of any protection from disclosure or privilege to which the Appraisal Report is entitled under Rhode Island law. Nothing in this section is intended to prevent the Property Owner and/or the Property Owner's Representative from discussing the offer and the information contained in the Report with any person following the Meeting.~~

~~(c) The Property Owner shall bring to the Meeting any and all documents and information he or she may have relating to the value of the property upon which the Property Owner intends to rely in trying to establish a value higher than the initial Compensation Award offer, including but not limited to~~



~~the Property Owner's Appraisal Report, if any. The Property Owner shall also bring any documents or information relating to all other persons which have any estate, right, or interest in the Property.~~

~~(d) Under no circumstances will a Property Owner's Appraisal be considered if it is submitted after the Meeting.~~

#### ~~4. PROPERTY OWNER AGREES WITH THE CORPORATION'S INITIAL COMPENSATION AWARD OFFER.~~

~~(a) If the Property Owner agrees with the Corporation's initial Compensation Award offer, the Compensation Award shall become final and the Property Owner shall sign a Compensation Award Agreement accepting the Corporation's Compensation Award offer as full compensation and waiving his or her right to litigate the Compensation Award.~~

~~(b) The Compensation Award shall be disbursed and distributed in accordance with Rule~~

~~5(c).~~

#### ~~5. PROPERTY OWNER DISAGREES WITH THE CORPORATION'S INITIAL COMPENSATION AWARD.~~

~~(a) Property Owner Disagrees With the Corporation's Initial Compensation Award but Did Not Exercise Option To Have Property Appraised~~

~~(1) If the Property Owner disagrees with the Corporation's initial Compensation Award offer (but the Property Owner did not exercise his or her option to have the Property appraised at his or her own cost), and Property Owner disputes the factual basis upon which the Corporation's Appraisal Report is based, the Property Owner may submit,~~

~~within five (5) business days of the initial Compensation Award offer, any additional documentation or information which the Property Owner wishes to be reviewed by the Corporation's Appraiser.~~

~~(2) Upon submission of such additional documentation or information, the Corporation shall direct the Corporation's Appraiser to review the Corporation's Appraisal, in light of the documents and information that the Property Owner provides in accordance with Rules 3(c), 3(d), and 5(a)(1).~~

~~(3) After the Corporation's Appraiser reviews the Corporation's Appraisal and all the documents and information, the Property Owner submits in compliance with Rules 3(c) and 5(a), the Corporation's Appraiser will advise the Corporation whether the Compensation Award should be adjusted. The Corporation may elect to have its Review Appraiser review the Compensation Award offer in light of the information requested.~~

~~(4) The Corporation will notify each Property Owner of record, or who is otherwise known to the Corporation, of the Corporation's final Compensation Award offer provided that all final Compensation Award offers shall be sent simultaneously by certified mail, return receipt requested to all Property Owners who did not accept the Corporation's initial Compensation Award. Notwithstanding the foregoing, the Corporation may send all final Compensation Award offers that are completed as of January 15, 1990, on or after that date, to each Property Owner.~~

~~of record and shall send all remaining initial Compensation Award offers as they are completed. The Corporation shall make all remaining initial Compensation Award offers with all due diligence.~~

~~(5) The Corporation shall also send copies of the final Compensation Award offers by certified mail, return receipt requested to all Interested Persons of record, or who are otherwise known to the Corporation.~~

~~(b) Property Owner Disagrees with The Corporation's Initial Compensation Award And Exercises Option To Have Property Appraised~~

~~(1) If the Property Owner disagrees with the Corporation's initial Compensation Award offer and submitted a Property Owner's Appraisal Report at the Meeting with the Corporation, then the Property Owner may request a review by a Review Appraiser of the Corporation's Appraisal Report, the Property Owner's Appraisal Report, and any other materials submitted by the Property Owner or Interested Person in accordance with Rule 3(e), 3(d), and 5(a)(1).~~

~~(2) The Review Appraiser shall review the Corporation's Appraisal Report, the Property Owner's Appraisal Report, and any other materials submitted by the parties in accordance with these Rules, if any, and advise the Corporation whether the Compensatory Award should be adjusted.~~

~~(3) The Corporation will make its final Compensation Award offer to each Property Owner of record, or who is otherwise known to the Corporation, provided that all final Compensation Award offers shall be sent simultaneously by certified mail, return receipt requested to all Property Owners who did not accept the Corporation's initial Compensation Award. Notwithstanding the foregoing, the Corporation may send all final Compensation Award offers that are completed as of January 15, 1990, on or after that date to each Property Owner of record and shall send all remaining final Compensation Award offers as they are completed. The Corporation shall make all remaining initial Compensation Award offers with all due diligence.~~

~~(4) The Corporation shall also send copies of the final Compensation Award offers by certified mail, return receipt requested, to all Interested Persons of record, or who are otherwise known to the Corporation.~~

~~(c) Property Owner Agrees With The Corporation's Final Compensation Award Offer; Disbursement of Award~~

~~(1) If the property Owner agrees with the Corporation's final Compensation Award" the Property Owner shall sign a Compensation Award Agreement, accepting the Corporation's final Compensation Award as full compensation and waiving his or her right to litigate the: Compensation Award.~~

~~(2) Upon the Property Owner's acceptance of the Corporation's Compensation Award and execution of the Compensation Award Agreement, the Corporation will direct the Title Search Firm to complete a title search for the Property. The title search will be completed as soon as reasonably practicable.~~

~~(3) Upon completion of the title search, the Title Search Firm will notify the Property Owner and any other Interested Person of all recorded mortgages, liens, taxes, and other encumbrances on the Property. Such notice also will explain to the Property Owner the intended disbursement of the Compensation Award.~~

~~(i) The Compensation Award proceeds shall first be applied to discharge all mortgages, liens, taxes and encumbrances.~~

~~(ii) The Title Search Firm shall certify in writing to the Corporation that all mortgages, liens, taxes and other encumbrances have been discharged.~~

~~(iii) After discharge of all mortgages, liens, taxes and other encumbrances on the Property, the balance, if any, of the C) Compensation Award shall be disbursed to the Property Owner within ten (10) business days after receipt by the Corporation of the~~

~~Title Search Firm's written certification of discharge.~~

~~6. PROPERTY OWNER DISAGREES WITH FINAL COMPENSATION AWARD.~~

- ~~(a) If the Property Owner does not agree with the Corporation's final Compensation Award, the Property Owner may file an application with the Corporation for payment of not less than 100% of the Corporation's final Compensation Award. Upon the filing of the application by the Property Owner and written consent of all other Interested Parties, the Corporation shall pay the Compensation Award to the Property Owner (or such other Interested Persons upon agreement of the parties) in accordance with the disbursement provisions of Rule 5(c)(3).~~
- ~~(b) The payment of the Compensation Award shall be applied to and for the account of any compensation to be awarded under a petition filed or to be filed in the superior court for the assessment of damages.~~

~~7. OCCUPANCY AFTER TAKING.~~

- ~~(a) The Corporation will permit each Property Owner or Interested Person who is residing on the Property as of the date of taking to remain in the house and/or structure for up to one hundred and twenty (120) calendar days following the date of the Corporation's initial Compensation Award offer or up to sixty (60) calendar days following the date of mailing of the Corporation's final Compensation Award offer to that~~

~~Property Owner pursuant to Rule 5(a)(4) and/or Rule 5(b)(3), whichever is later, subject to the conditions contained in subparagraph (b) of this Rule.~~

~~(b) The Property Owner and/or Interested Person who occupies the house and/or structure shall agree in writing:-~~

~~(1) to pay the following costs and expenses, if applicable:-~~

~~(i) all mortgage payments, or payments of loans, taxes, liens, and encumbrances as they fall due;-~~

~~(ii) rent payments, if any, pursuant to the terms of any lease agreement with the Property Owner or other Interested Person, provided that no such rent payments shall be required to be made to the Corporation;-~~

~~(iii) Utilities, e.g., electricity, heating, air conditioning, telephone, gas, cable television services; and~~

~~(iv) any other expenses incurred in connection with operating and /or occupying the house and/or structure.~~

~~(2) to indemnify the Corporation and hold the Corporation harmless against any and all claims for damages or liability in connection with any injury to property or person occurring on the-~~



~~Property during the period that the Property is  
occupied by the Property Owner or other  
Interested Person; and~~

~~(3) to reimburse the Corporation for any additional costs or expenses incurred by the Corporation  
or losses to the Corporation if the Property depreciates in value after the date an  
Appraisal inspection is conducted by the Corporation's Appraiser, if such depreciation is  
caused by other than normal wear and tear on the Property.~~

#### ~~8. EVICTION PROCEEDINGS.~~

~~(a) After expiration of the one hundred and twenty  
(120) calendar day period or the sixty (60) calendar day period referred to in Rule 7(a) above, all occupants of the  
Property shall vacate the Property and shall cause all personal property to be removed from the Property. If any  
occupant remains on the Property at the expiration of the one hundred and twenty~~

~~(120) calendar day period or the sixty (60) calendar day period, whichever is later, the Corporation may begin  
eviction proceedings pursuant to Rhode Island General Laws § 34-18-1 through 56, to enforce the provisions of  
these Rules.~~

~~(b) If Property Owner or other Interested Person refuses or fails to agree to the conditions  
set forth in Rule 7(b), the Corporation may begin eviction proceedings forthwith.~~



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~~9. NO WAIVER.~~

~~(a) Nothing in these Rules shall be construed to be a waiver or forfeiture of any of the Corporation's rights and remedies under Rhode Island law.~~

~~10. SEVERABILITY.~~

~~(a) If any clause, sentence, paragraph, or part of these Rules or the application thereof, to any person or circumstance, shall, for any reason, be adjudged by a court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of these Rules or its application to other persons or circumstances.~~

~~11. EFFECTIVE DATE.~~

~~(a) These Amended Rules shall take effect twenty (20) days after the filing of same with the Secretary of State.~~

~~100JHGWPP~~