

**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, in person at the Rhode Island Resource Recovery Corporation, 65 Shun Pike, Johnston RI 02919, can be requested by email 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.

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.

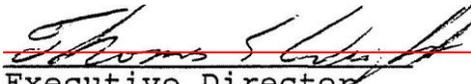
Michael O'Connell, Executive Director
Rhode Island Resource Recovery Corporation

Date Posted: August 19, 2013

Repealed 9/XX/2013

~~THE RHODE ISLAND SOLID WASTE MANAGEMENT CORPORATION RULES
REGARDING THE ACQUISITION OF RESIDENTIAL REAL PROPERTY LOCATED NOT
LESS THAN ONE THOUSAND (1,000) FEET AND NOT GREATER THAN TWO THOUSAND
(2,000) FEET FROM THE ENTIRE OPERATIONAL PORTION OF THE CENTRAL LANDFILL,
WHICH REAL PROPERTY IS NOT SUBJECT TO ACQUISITION PURSUANT TO RHODE
ISLAND GENERAL LAWS SECTION 23-19-34 (1989 REENACTMENT).~~

~~ATTEST: A True Copy~~


~~Executive Director~~

~~Date Approved: 3/12/90~~

~~Date Filed with the Secretary of State: 3/12/90~~

~~Date Effective:~~

~~Pursuant to Rhode Island General Laws § 23-19-35 (1989 reenactment) and Rhode Island General Laws §§42-35-1 through 18- (1986 reenactment) (the Administrative Procedures Act), the Rhode Island Solid waste Management Corporation hereby promulgates the following Rules regarding the acquisition of residential real property located not less than one thousand (1,000) feet and not greater than two thousand (2,000) feet of the entire operational portion of the Central Landfill, which real property is not subject to acquisition pursuant to Rhode Island General Laws § 23-19-34 (1989 reenactment).~~

~~I. DEFINITIONS/INSTRUCTIONS-~~

- ~~As used in these Rules,-~~
- ~~(1) "Act" means Rhode Island General Laws § 23-19-35 (1989 reenactment).-~~
 - ~~(2) "Appraisal" means valuation or estimate of the fair market value of each parcel of Property by an Appraiser.-~~
 - ~~(3) "Corporation" means the Rhode Island Solid waste Management Corporation.-~~
 - ~~(4) "Corporation's Appraisal Report" means a narrative report that the Corporation's Appraiser prepares for each parcel of the Property.-~~
 - ~~(5) "Corporation's Appraiser" means a person who is duly authorized to appraise property in Rhode Island and member or a candidate member of The Society of Real Appraisers of the American Institute of Real Estate-~~

~~(6) "Corporation's staff Representative" means any person(s) duly authorized by the Corporation to meet with the Property Owner and make an Offer to Purchase and/or Final Offer to Purchase.~~

~~(7) "The entire operational portion of the Central Landfill" means that operational portion of the Central Landfill, as identified per site master plan No. 06538, and the area licensed for landfilling located in the Town of Johnston, state of Rhode Island.~~

~~(8) "Fair Market Value" — In determining fair market value the Corporation's Appraiser and Review Appraiser shall consider the date that the owner acquired the property and/or the residence with relation to the then existing condition and/or use of the land area now known as the entire operational portion of the central landfill when assessing the fair market value of the property.~~

~~(9) "Interested Person" means any person, firm, partnership, corporation, association, trust, union or other entity having an estate, right or interest of a monetary nature in the Property, which is not an ownership interest.~~

~~(10) "Property" means any real property that was zoned residential as of July 31, 1988, and that remained zoned residential as of October 1, 1989, located not less than one thousand (1,000) feet and not greater than two thousand (2,000) feet of the entire operational portion of the Central Landfill located in the Town of Johnston, state of Rhode Island, which real property is not subject to acquisition pursuant to Rhode Island General Laws §23-19-34 (1989 reenactment).~~

~~(11) "Property Owner" means any person, firm, partnership, corporation, association, trust, union, or other entity having an ownership interest in the Property who exercised their option pursuant to Rhode Island General Laws §23-19-35 (1989 reenactment) and these Rules to be included in the optional purchase.~~

~~(12) "Property Owner's Representative" means an Attorney at Law, Appraiser, and/or Licensed Real Estate Broker who may be retained by the Property Owner.~~

~~(13) "Review Appraiser" means any Appraiser who is engaged by both the Corporation and Property Owner to review the Corporation's Appraisal Report and the Appraisal Report that may be submitted by a Property Owner pursuant to these Rules.~~

~~(14) "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 closing services.~~

~~II. RULES~~

~~1. PROPERTY OWNER'S EXERCISE OF THE OPTION TO OFFER~~

~~PROPERTY FOR SALE~~

~~(a) The Property Owner shall exercise the option to offer Property for sale in accordance with the Act by completing the option To Offer For Sale Form in the form prescribed by the Corporation. Subsequent to the filing of these Rules with the Secretary of State, the Corporation shall cause to be served upon each Property Owner, by regular and certified mail, return receipt requested, a copy of the Option To Offer For Sale Form. The Property Owner shall complete and return the Option To Offer For Sale Form to the corporation no later than June 30, 1990.~~

~~2. CORPORATION'S APPRAISER COMPLETES CORPORATION'S~~

~~APPRAISAL REPORT AND THE PROPERTY OWNER IS NOTIFIED-~~

~~(a) The Corporation shall time stamp each Option To Offer For Sale Form in the order of its receipt by the Corporation. Whereupon the Corporation shall direct the Corporation's Appraiser to prepare the Corporation's Appraisal Report of each parcel at the corporation's expense, in chronological order of receipt by the corporation of the option To Offer For Sale Form as established by the time stamp entry. The Corporation shall instruct the Corporation's Appraiser only that Fair Market Value shall be determined in accordance with the definition/instruction contained in these Rules. The Corporation's Appraiser shall prepare and submit to the Corporation a separate Corporation's Appraisal Report for each parcel of the Property. Developed parcels shall receive priority over undeveloped parcels.~~

~~(b) Upon completion of each Corporation's Appraisal Report, the Corporation shall notify by regular and certified mail, return receipt requested, each Property Owner of record, Interested Persons or any person with any ownership interest who is otherwise known to the Corporation, that the Corporation's Appraiser has completed the Corporation's Appraisal Report of the Property and specify a time and date for an initial meeting ("Initial Meeting") at which the Corporation shall make its Offer to Purchase. The Initial Meeting shall be scheduled in the order in which the corporation receives the completed Corporation's Appraisal Report on each individual parcel. The Initial Meeting shall not be less than five (5) nor more than fifteen (15) business days after notice is mailed to the Property Owner, unless the Property Owner and the Corporation otherwise mutually agree.~~

~~3. PROPERTY OWNER'S APPRAISAL-~~

~~(a) At the Property Owner's option and cost, the Property Owner may elect to have a written appraisal prepared by an Appraiser to be submitted to the Corporation pursuant to Section 5(a) of these Rules.~~

~~(b) The Property Owner shall bring to the Initial Meeting the Property Owner's Appraisal Report, if any, that the Property Owner wishes to submit pursuant to Section 5(a) of these Rules. The Property Owner shall also bring any documents or information relating to all other person(s) who have any estate, right, or interest in the Property.~~

~~(c) Under no circumstances will a Property Owner's Appraisal Report be considered unless it is submitted at the time of the Initial Meeting.~~

~~4. CORPORATION EXTENDS OFFER TO PURCHASE~~

~~(a) At the Initial Meeting (which may be attended by the Corporation's Staff Representative, the Corporation's Appraiser, the Corporation's Attorney, a representative of the Office of the Auditor General, the Property Owner, the Property Owner's Representative, if any, and other Interested Persons), the Corporation will make its Offer to Purchase to the Property Owner in writing. The Offer to Purchase will in no event be in an amount less than the Property Owner's original purchase price of the parcel unless the condition of the parcel has materially deteriorated.~~

~~(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 Corporation's 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 to Purchase and the information contained in the Corporation's Appraisal Report with any person following the Initial Meeting.~~

~~(c) The Property Owner shall, at the time of the Initial Meeting, accept or reject the Offer to Purchase or request a Review Appraisal pursuant to section 5(a) of these Rules.~~

~~(d) If the Offer to Purchase is accepted the Property Owner shall execute, at the time of the Initial Meeting, a Purchase and Sale Agreement in the unaltered form furnished by the Corporation along with a limited waiver/release acknowledging that the Corporation has met all the requirements of the Act and waiving and/or releasing any claim involving title to the Property and/or the determination of Fair Market Value (hereinafter referred to as "limited waiver/release").~~

~~(e) If the Offer To Purchase is rejected, the Property Owner shall execute a Rejection of the Corporation's Offer To Purchase in the unaltered form furnished by the Corporation. The Property Owner may, within thirty (30) calendar days following the execution of the Rejection of the Offer to Purchase elect to accept the Offer to Purchase, subject to the execution of the Purchase and Sale Agreement in the unaltered form furnished by the Corporation along with the limited waiver/release of any and all claims against the corporation and receipt of same within the thirty (30) calendar day period following any Rejection of the Offer to Purchase.~~

~~Failure to execute either the aforementioned Purchase and Sale Agreement along with the limited waiver/release at the time of the Initial Meeting or failure to furnish a Property Owner's Appraisal Report pursuant to section 5(a) of these Rules shall constitute a Rejection of the Corporation's Offer To Purchase and the thirty (30) calendar day period shall begin to run from the date of the Initial Meeting.~~

~~(f) Upon the expiration of the thirty (30) calendar day period, following any form of Rejection of the Offer to Purchase, the Corporation shall not be obligated to acquire that individual parcel of the Property constituting the subject matter of the Rejection.~~

~~5. PROPERTY OWNER DISAGREES WITH THE CORPORATION'S OFFER TO PURCHASE AND EXERCISES OPTION TO REQUEST A REVIEW APPRAISAL PURSUANT TO SECTION 5(a) OF THESE RULES.~~

~~(a) If the Property Owner disagrees with the Corporation's Offer to Purchase and submits a Property Owner's Appraisal Report at the Initial Meeting with the corporation, then the Property Owner may request a review by a Review Appraiser of the Corporation's Appraisal Report and the Property Owner's Appraisal Report.~~

~~(b) The cost of the Review Appraisal shall be borne equally by the Corporation and the Property Owner. The exact cost of the Review Appraisal shall be provided to the Property Owner at the time of the Initial Meeting. The Property Owner shall receive a copy of the Review Appraisal Report.~~

~~(c) If the Property Owner submits a Property Owner's Appraisal Report and requests a Review Appraisal pursuant to section 5(a) of these Rules, the Property Owner shall be given the names of three (3) Review Appraisers selected by the corporation. The Property Owner shall make an election of a Review Appraiser at the time of the Initial Meeting and shall execute a form authorizing the Review Appraiser to conduct the Review Appraisal and agreeing to compensate the Review Appraiser in a sum certain. The Property Owner shall also authorize the Corporation to withhold, at the time of any closing conducted pursuant to the Act and these Rules on the subject parcel of the Property, any unpaid balance due and owing the Review Appraiser from the Property Owner. Failure to accept the Corporation's Offer to Purchase or Final Offer to Purchase shall not excuse, in any manner, the Property Owner from any responsibility for payment of any amount due and owing the Review Appraiser.~~

~~(d) The Corporation shall instruct the Review Appraiser only that the Fair Market Value shall be determined in accordance with the definition/instruction contained in these Rules. The Review Appraiser shall review the corporation's Appraisal Report and the Property Owner's Appraisal Report and provide the corporation and Property Owner with a Review Appraisal Report setting forth a statement of the Fair Market Value of the Property. Upon receipt of the Review Appraisal Report the Corporation shall notify by regular and~~

~~certified mail, return receipt requested, each Property Owner, Interested Person, or any person with an ownership interest who is otherwise known to the corporation, that the Review Appraiser has completed the Review Appraisal of the Property and shall specify a time and date for a final meeting ("Final Meeting") at which the Corporation shall make its Final Offer to Purchase. The Final Meeting shall not be scheduled until all Initial Meetings have been completed unless, in the Corporation's determination, the conducting of the Final Meetings will not affect the orderly and timely scheduling of the Initial Meetings.~~

~~(e) The Corporation's Final Offer to Purchase shall equal the Fair Market value as determined by the Review Appraiser. If the Review Appraiser provides a range of values as its determination of Fair Market Value, then the Corporation's Final Offer to Purchase shall equal the average of the outside limits of the value range. The Property Owner shall at the time of the Final Meeting accept or reject the Corporation's Final Offer to Purchase.~~

~~(f) If the Final Offer to Purchase is accepted the Property Owner shall execute, at the time of the Final Meeting, a Purchase and Sale Agreement in the unaltered form furnished by the Corporation along with a limited waiver/release of any and all claims against the Corporation.~~

~~(g) If the Final Offer to Purchase is rejected the Property Owner shall execute a Rejection of the corporation's Final Offer to Purchase in the unaltered form furnished by the Corporation. The Property Owner may, within thirty (30) calendar days following the execution of the Rejection of the Final Offer to Purchase, elect to accept the Final Offer to Purchase subject to the execution of the Purchase and Sale Agreement in the unaltered form furnished by the corporation along with a limited waiver/release of any and all claims against the Corporation and receipt of same within the thirty (30) calendar day time period following any Rejection of the Final Offer to Purchase.~~

~~Failure to execute the aforementioned unaltered Purchase and Sale Agreement along with the limited waiver/release at the time of the Final Meeting shall constitute a Rejection of the Corporation's Final Offer to Purchase and the thirty (30) calendar day period shall run from the date of the Final Meeting.~~

~~(h) Upon the expiration of the thirty (30) calendar day period following any form of Rejection, the Corporation shall not be obligated to acquire that individual parcel of the Property that constitutes the subject matter of the Rejection.~~

~~6. FOLLOWING THE EXECUTION OF THE PURCHASE AND SALE AGREEMENT ALONG WITH THE LIMITED WAIVER/RELEASE A TITLE SEARCH AND A CLOSING SHALL BE CONDUCTED.~~

~~(a) Upon the Property Owner's acceptance of the corporation's Offer to Purchase or Final Offer to Purchase and upon execution of the unaltered Purchase and Sale Agreement along with the limited waiver/release of any and all claims against the Corporation, the Corporation shall direct the Title Search Firm to complete a title search on the Property. The title search will be completed as soon as reasonably practicable.~~

~~(b) Upon completion of the title search, the Title Search Firm will contact the Property Owner and establish a Closing Date for the Property.~~

~~7. RENTAL OF THE PROPERTY AFTER CLOSING~~

~~The corporation may permit any Property Owner, or Interested Person and/or other individual(s) approved by the corporation who is residing on the Property as of the date of the closing to remain in the dwelling and/or structure for up to one hundred and twenty (120) calendar days following the closing only upon the execution of a lease agreement in the unaltered form furnished by the Corporation. For purposes of this leasehold estate, the tenancy will be considered an "at will" tenancy. The Property Owner's option to execute the lease agreement shall be contained in the Purchase and Sale~~

~~Agreement as a condition of sale. The monthly rental fee shall be computed for the initial one hundred and twenty (120) calendar day period by dividing two (2) percent of the accepted Offer to Purchase figure or Final Offer to Purchase figure by twelve (12). Following the expiration of the initial one hundred and twenty (120) calendar day period, the Corporation may at its option extend the rental period from month to month at an increased monthly rate up to the fair market rental based upon the income approach.~~

~~8. EVICTION PROCEEDINGS~~

~~After expiration of the one hundred and twenty (120) calendar day period referred to in section 7 of these Rules, all occupants of the Property shall vacate the Property with all due diligence 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, the Corporation may begin eviction proceedings pursuant to Rhode Island General Laws §§ 34-18-1 through 56 (1986 reenactment), to enforce the provisions of these Rules.~~

~~9. NO WAIVER~~

~~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~~

~~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~~

~~These Rules shall take effect twenty (20) days after the filing of these Rules with the Secretary of state.~~

~~137JHGWPP~~