

**STATE OF RHODE ISLAND
DEPARTMENT OF ENVIRONMENTAL MANAGEMENT**

OFFICE OF COMPLIANCE AND INSPECTION

**In Re: Strategic Commercial Realty, Inc.
CHERENZIA EXCAVATION, INC.**

File No.: OCI-FW-20-74

CONSENT AGREEMENT

A. INTENT & PURPOSE

This Agreement is entered by and between the Rhode Island Department of Environmental Management (“RIDEM”) and Strategic Commercial Realty, Inc. (“Strategic”) and CHERENZIA EXCAVATION, INC. (“Cherenzia”) (collectively, the “Respondents”). This Agreement is entered in accordance with Section 42-17.1-2 *et seq.* of the Rhode Island General Laws (“R.I. Gen. Laws”) for the purpose of resolving the alleged violations set forth in a Notice of Violation (“NOV”) issued to Respondents by RIDEM on 21 April 2021.

B. STIPULATED FACTS

- (1) WHEREAS, the property is located approximately 2,500 feet north of the terminus of White Rock Road at 109 White Rock Road, Assessor’s Plat 9, Lot 10-1 in Westerly, Rhode Island (the “Property”).
- (2) WHEREAS, Strategic owns the Property. Strategic acquired ownership of the Property on 28 February 2018.
- (3) WHEREAS, Cherenzia owned the Property at all other times relevant to the NOV. Cherenzia acquired ownership of the Property on 2 November 1998 and sold the Property to Strategic on 28 February 2018.
- (4) WHEREAS, RIDEM received plans titled *Wetland Restoration Plan Rawson Materials White Rock Quarry A.P. 9, Lot 10-1, Westerly, RI*, 4 sheets, dated 27 August 2020 and revised on 22 September 2020 and 16 November 2020, prepared by Scott P. Rabideau on behalf of Respondents, to restore freshwater wetlands on the Property (the “Restoration Plan”). The Restoration Plan is attached hereto and incorporated herein as Attachment A.
- (5) WHEREAS, on 18 November 2020, RIDEM approved the Restoration Plan.
- (6) WHEREAS, on 21 April 2021, RIDEM issued a NOV to Respondents alleging certain violations of Rhode Island's *Freshwater Wetlands Act, Water Pollution Act, Rules and Regulations Governing the Administration and Enforcement of the Freshwater Wetlands Act* and *Water Quality Regulations*.

- (7) WHEREAS, RIDEM and Respondents agree that all the work described in the Restoration Plan is complete except for the plantings described in subsection C(5)(a) below.
- (8) WHEREAS, in lieu of Respondents requesting an administrative adjudicatory hearing on the NOV and to effect a timely and amicable resolution of the NOV, RIDEM and Respondents hereby agree that it is in the best interest of the parties and in the public interest to resolve the issues raised in the NOV.
- (9) WHEREAS, the execution of this Agreement shall not be deemed the admission by Respondents of the factual and legal allegations alleged in the NOV that is the subject of this Agreement.
- (10) WHEREAS, RIDEM finds that this Agreement is a reasonable and fair settlement and adequately protects the public interest in accordance with Rhode Island's *Freshwater Wetlands Act, Water Pollution Act, Rules and Regulations Governing the Administration and Enforcement of the Freshwater Wetlands Act* (the "Wetland Regulations") and *Water Quality Regulations*.

C. AGREEMENT

- (1) JURISDICTION – RIDEM has jurisdiction over the subject matter of this Agreement and has personal jurisdiction over Respondents.
- (2) FORCE and EFFECT – This Agreement shall have the full force and effect of a final compliance order issued after a full hearing on the merits pursuant to the Administrative Procedures Act, R.I. Gen. Laws Section 42-35-1 et seq. and R.I. Gen. Laws Section 42-17.7-1 et seq. from which no timely appeal was taken, and which is enforceable in Superior Court in accordance with R.I. Gen. Laws Section 42-17.1-2(21)(vi).
- (3) APPLICATION – The provisions of this Agreement shall apply to and be binding upon RIDEM, Respondents and their agents, servants, employees, successors, assigns and all persons, firms and corporations acting under, through and for Respondents in the performance of work relating to or impacting the requirements of this Agreement.
- (4) RECORDING OF AGREEMENT – **Within 10 days of the receipt of the fully executed Agreement from RIDEM**, Strategic shall record this Agreement with the Town of Westerly, Rhode Island and shall provide a copy of the recorded Agreement to RIDEM. The recording shall be at the sole expense of Respondents.

(5) CONDITIONS –

- (a) **By 31 May 2021**, Respondents shall complete all the plantings described in the Restoration Plan.
- (b) If any of the trees and shrubs planted in accordance with subsection C (5)(a) of the Agreement fail to survive 2 full growing seasons from the date of planting, Respondents shall replant with the same plant species and maintain the trees and shrubs until such time that the plants survive over 2 full growing seasons.
- (c) All restored wetland areas, including replanted areas, must be allowed to revegetate naturally and revert to a natural wild state. No future clearing, mowing, cutting, trimming, or other alterations are allowed in the restored wetland areas, or within other freshwater wetlands on the Property, without first obtaining a permit from RIDEM unless the activity is exempt under Part 1.6 of the Wetland Regulations.
- (d) Penalty – Respondents shall complete the following to satisfy the administrative penalty assessed in the NOV:
 - (i) **Within 120 days of execution of this Agreement,**
 - 1. Pay to RIDEM \$17,200;
 - OR
 - 2. Submit a proposal to RIDEM for review and approval for a Supplemental Environmental Project (“SEP”) that is equivalent in value to \$17,200 (the “SEP Proposal”). The SEP Proposal shall: include a plan and narrative of the proposed work; identify all State and local required permits; provide a detailed estimate of the cost to Respondents to perform the SEP; and include a schedule to complete the SEP, which must be no later than 31 December 2021. Respondents must provide a letter to RIDEM by 31 December 2021 that documents that the SEP was completed in accordance with this Agreement. Respondents shall receive a credit of \$17,200 for the SEP (the “SEP Credit”);
- (ii) Upon review of the SEP Proposal, RIDEM shall provide written notification to Respondents either granting formal approval or stating the deficiencies therein. Within 14 days (unless a longer time is specified) of receiving a notification of deficiencies in the SEP Proposal, submit to RIDEM a modified proposal to correct the deficiencies;

- (iii) If Respondents fail to comply with subsections C(5)(d)(i)(2) or C(5)(d)(ii), RIDEM shall notify Respondents that it intends to rescind the SEP Credit. Within 14 days of Respondents' receipt of written notification by RIDEM that RIDEM intends to rescind the SEP Credit, Respondents shall either complete the SEP or demonstrate that good cause exists for the delay in completing the SEP. If Respondents fail to complete the SEP or do not demonstrate good cause for the delay within said 14 days, Respondents shall, within 10 days of Respondents' receipt of a written notification from RIDEM, submit to RIDEM a check in the amount of the SEP Credit after which Respondents shall be under no further obligation to complete the SEP;
- (iv) Penalties that Respondents agree to pay in this Agreement are penalties payable to and for the benefit of the State of Rhode Island and are not compensation for actual pecuniary loss;
- (v) If Respondents fail to comply with subsections C(5)(d)(i)(2) or C(5)(d)(ii) of this Agreement and fail to remit to RIDEM a payment pursuant to subsection C(5)(d)(iii) of this Agreement on or before its due date, that payment will be considered late and Respondent will be in default. If the payment is not received within 30 days of its due date, interest shall begin to accrue on the entire unpaid balance at the rate of 12 percent per annum. Interest will accrue at this rate beginning with the day after the due date specified in this Agreement until such date all past due installment payments and interest owed are remitted. Interest shall be calculated using the following generally established accounting principle:

$$\text{Interest due} = (\text{number of days late}/365) \times (0.12) \times (\text{amount of unpaid balance});$$

and;
- (vi) All penalty payments shall be in the form of a certified check, cashier's check, or money order, payable to the ***R.I. General Treasurer – Water and Air Protection Account***. All payments shall be delivered to:

Administrator, RIDEM Office of Compliance and Inspection
 235 Promenade Street
 Providence, RI 02908-5767

- (6) **RIGHT OF ACCESS** – Strategic provides to RIDEM, its authorized officers, employees and representatives an irrevocable right of access to the Property at all reasonable times to monitor compliance with this Agreement. Strategic shall ensure that assignees, successors in interest, lessees, sublessees, tenants in possession and/or occupants of the Property shall provide the same access and cooperation if they control the Property. Strategic shall provide a copy of this Agreement to any current lessee, sublessee, tenant in possession and/or occupant of the Property as of the effective date of this Agreement. Any subsequent leases, subleases, assignments or transfers of the Property or an interest in the Property shall include this right of access provision and shall otherwise be consistent with the terms of this Agreement.

D. COMPLIANCE

- (1) EFFECT OF COMPLIANCE – Compliance with and fulfillment of this Agreement shall be deemed to resolve all issues raised in the NOV. Within 7 days of RIDEM receiving notification from Respondents that the conditions set forth in this Agreement have been satisfied and RIDEM’s confirmation of such, RIDEM shall issue a Release and Discharge of the Consent Agreement to Strategic for recording. The recording shall be at the sole expense of Strategic.
- (2) FAILURE TO COMPLY – If Respondents fails to comply with subsections C(5)(a), C(5)(b) or C(5)(c) of the Agreement, Respondents shall pay a stipulated penalty of \$1,000 per month for each month during which the noncompliance continues, except that RIDEM may, for good cause shown, defer or reduce such penalty. The payment of a penalty in accordance with this section shall not preclude RIDEM from seeking any other appropriate remedy (e.g., injunctive relief in Superior Court).
- (3) COMPLIANCE WITH OTHER APPLICABLE LAWS – Compliance with the terms of this Agreement does not relieve Respondents of any obligation to comply with any other applicable laws or regulations administered by, through or for RIDEM or any other governmental entity.
- (4) ADDITIONAL ENFORCEMENT ACTIONS – Upon a determination by the Director that there is a threat to the public health or the environment, or upon discovery of any new information, RIDEM reserves the right to take additional enforcement actions as provided by statute or regulation, including, but not limited to, the issuance of “Immediate Compliance Orders” as authorized by R.I. Gen. Laws Section 42-17.1-2(21). This Agreement shall not restrict any right to hearing or other right available by statute or regulation that Respondents may have regarding any new enforcement action commenced by RIDEM after the execution of this Agreement.
- (5) FUTURE ACTIVITIES AND UNKNOWN CONDITIONS – This Agreement shall not operate to shield Respondents from liability arising from future activities, as of the date of execution of this Agreement.
- (6) SCOPE OF THE AGREEMENT – The scope of the Agreement is limited to violations alleged in the NOV.
- (7) NOTICE AND COMMUNICATION – Communications regarding this Agreement shall be directed to:

David E. Chopy, Administrator
RIDEM Office of Compliance and Inspection
235 Promenade Street
Providence, RI 02908-5767
(401) 222-1360 ext. 77400
david.chopy@dem.ri.gov

Joseph J. LoBianco, Esquire
RIDEM Office of Legal Services
235 Promenade Street
Providence, RI 02908-5767
(401) 222-6607
joseph.lobianco@dem.ri.gov

Thomas J. Liguori, Jr., Esquire
House Counsel
Cherenzia Companies
99 Mechanic Street
Pawcatuck, CT 06379
(860) 629-6500
tomliguori@cherenzia.com

Madilyn C. Smith, Esquire
Corporate Counsel & Manager of Human Resources
Rawson Materials
6 Kennedy Drive
Putnam, CT 06260
(860) 629-6500
madilyn.smith@rawsonmaterials.com

- (a) At any time prior to full compliance with the terms of this Agreement, Strategic agrees to notify RIDEM in writing of any change in ownership of the Property and provide the name and address of the new owner(s). Notice of any change in address/telephone/fax of either party shall be sent to all other parties by certified mail.
 - (b) All communications regarding compliance with this Agreement shall be forwarded to the above-referenced addressees by certified mail.
- (8) DEFERRAL – The Director may, for good cause shown, defer any of the compliance dates prescribed herein. Good cause for deferral of any compliance date shall be forwarded to RIDEM in writing at least 15 days prior to the prescribed deadline.
- (9) AMENDMENT – The Agreement may be amended by agreement of the parties in writing.
- (10) EFFECTIVE DATE – This Agreement shall be deemed entered as of the date of execution by all parties

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the undersigned consent to this Agreement in substance and in form.

Strategic Commercial Realty, Inc. dba Rawson Materials

By: _____
Jeffrey A. Rawson, President

Dated: _____

In my capacity, as President of Strategic Commercial Realty, Inc. dba Rawson Materials, I hereby aver that I am authorized to enter into this Agreement and thereby bind Strategic Commercial Realty, Inc. dba Rawson Materials to satisfy any obligation imposed upon it pursuant to said Agreement.

STATE OF CONNECTICUT)
) **ss. Putnam**
COUNTY OF WINDHAM)

On this the _____ day of April, 2021, before me, Madilyn C. Smith, the undersigned officer, personally appeared Jeffrey Rawson, who acknowledged himself to be the President of STRATEGIC COMMERCIAL REALTY, INC.DBA RAWSON MATERIALS, a Connecticut corporation, and that he as such Officer being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of said corporation.

Madilyn C. Smith
Commissioner of the Superior Court

CHERENZIA EXCAVATION INC.

By: _____
Salvatore E. Cherenzia, IV, President

Dated: _____

In my capacity, as President of CHERENZIA EXCAVATION INC., I hereby aver that I am authorized to enter into this Agreement and thereby bind CHERENZIA EXCAVATION INC. to satisfy any obligation imposed upon it pursuant to said Agreement.

STATE OF RHODE ISLAND
COUNTY OF _____

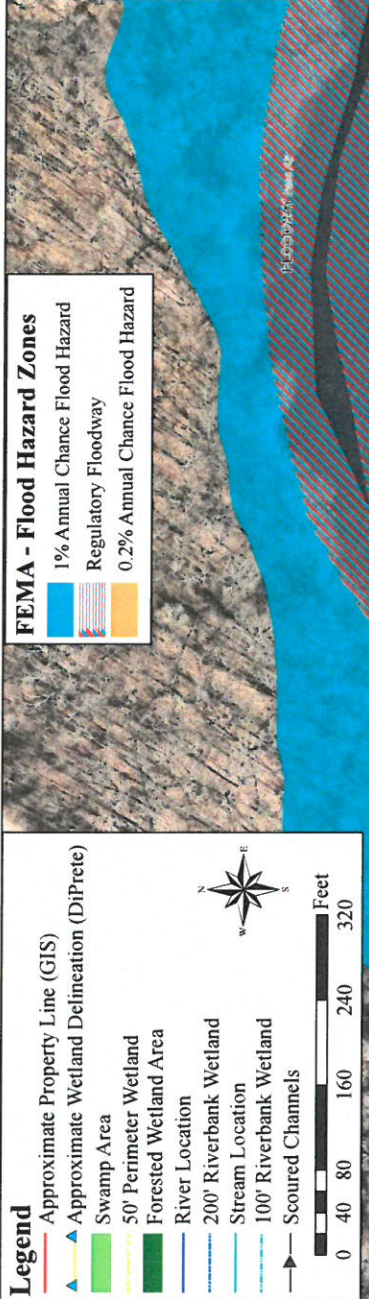
In _____, in said County and State, on this _____ day of April, 2021, before me personally appeared Salvatore E. Cherenzia, IV the President of CHERENZIA EXCAVATION INC., to me known and known by me to be the party executing the foregoing instrument on behalf of CHERENZIA EXCAVATION INC., and he acknowledged said instrument by him executed, to be his free act and deed in said capacity and the free act and deed of CHERENZIA EXCAVATION INC.

Notary Public
My Commission Expires: _____

State of Rhode Island, Department of Environmental
Management

By: _____
David E. Chopy, Administrator
Office of Compliance and Inspection

Dated: _____



FEMA - Flood Hazard Zones

- 1% Annual Chance Flood Hazard
- Regulatory Floodway
- 0.2% Annual Chance Flood Hazard

Legend

- Approximate Property Line (GIS)
- Approximate Wetland Delineation (DiPrete)
- Swamp Area
- 50' Perimeter Wetland
- Forested Wetland Area
- River Location
- 200' Riverbank Wetland
- Stream Location
- 100' Riverbank Wetland
- Scoured Channels

Feet
0 40 80 160 240 320



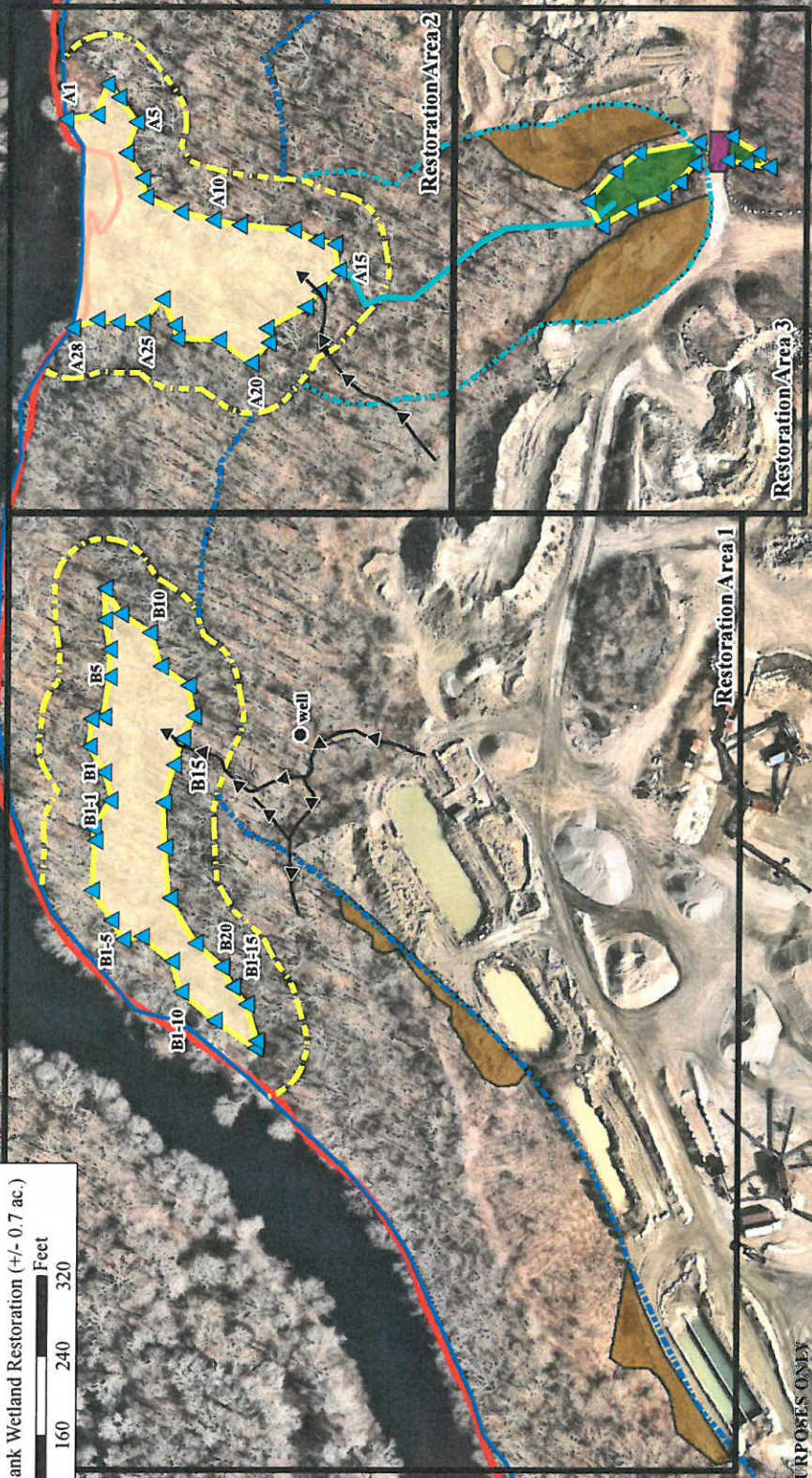
Wetland Restoration Plan
Existing Conditions
Rawson Materials
White Rock Quarry
 A.P. 9, Lot 10-1
 Westerly, RI
 Sheet 1 of 4

Prepared by
 Scott P. Rabideau, PWS
 August 27, 2020
 REV 9/22/2020; 11/16/2020

Wetland Delineation information taken from CAD file received from Kevin DeMers, PE of DiPrete Engineering 5/17/2020
 March 7, 2020
 image © hcamap
Natural Resource Services, Inc.
 100 New York Avenue
 Westerly, RI 02891
 P: (401) 598-2300
 F: (401) 598-2302
 (c) RIGIS

Legend

- Approximate Property Line (GIS)
- ▲ Approximate Wetland Delineation (DiPrete)
- Swamp Area
- 50' Perimeter Wetland
- Forested Wetland Area
- River Location
- 200' Riverbank Wetland
- Stream Location
- 100' Riverbank Wetland
- Scoured Channels
- Limit of Sediment Removal (+/- 1.38 ac.)
- Limit of Fill Removal (+/- 764 sq ft)
- Limit of Riverbank Wetland Restoration (+/- 0.7 ac.)



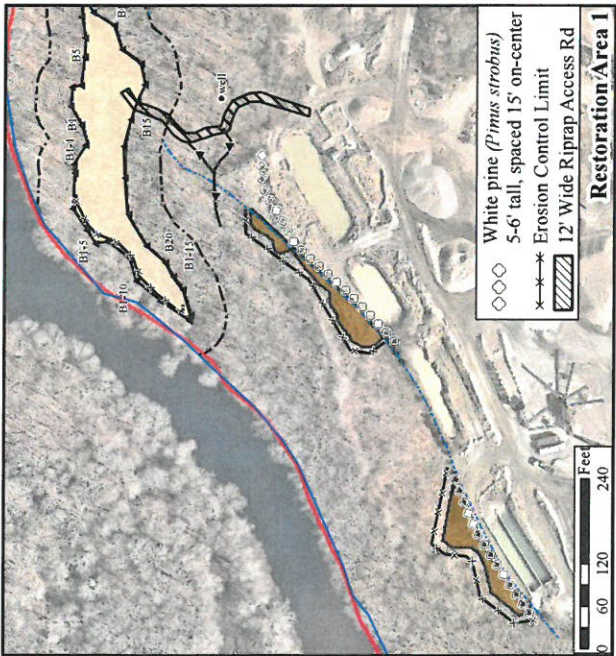
FOR ILLUSTRATIVE PURPOSES ONLY
NOT A SURVEY PLAN



Prepared by
Scott P. Rabideau, PWS
August 27, 2020
REV 9/22/2020; 11/16/2020

Wetland Restoration Plan
Limits of Unauthorized Encroachments
Rawson Materials
White Rock Quarry
A.P. 9, Lot 10-1
Westerly, RI
Sheet 2 of 4

Wetland Delineation information taken from
CAD file received from Kevin DeMers, PE
of DiPrete Engineering 5/7/2020
March 7, 2020
Image (c) nearmap
Natural Resource Services, Inc.
100 Trumbull Ave.
Providence, RI 02903
P: 401-266-7292
F: 401-508-1992
© 2020



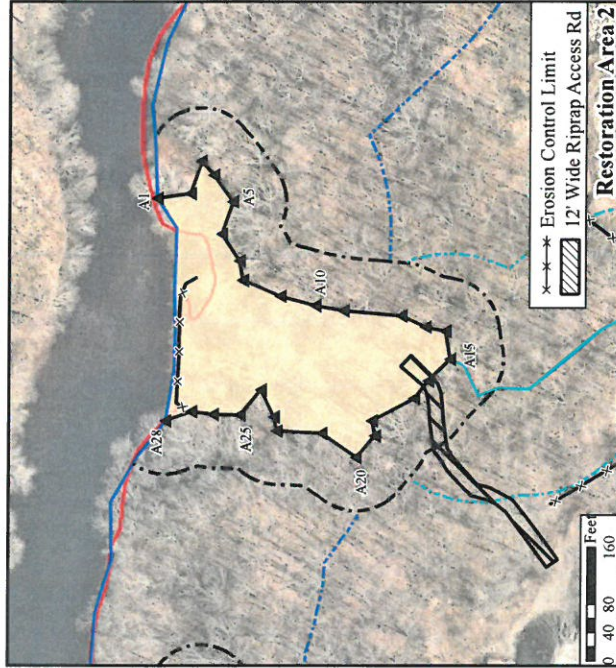
Notes for Restoration - Area 1

Sediment Removal from Swamp

- 1) Prior to any work, erosion controls shall be established at all locations in accordance with the Soil Erosion Sediment Control Plan prepared by Cherezia & Associates.
- 2) A qualified environmental professional (QEP) shall be retained to oversee all sediment removal work within the swamp. The name of the QEP shall be provided to the DEM at least 10 days prior to the start of work.
- 3) Prior to any work, the areas to be restored shall be swept for any wildlife, including amphibians and reptiles. The QEP shall employ a team of at least four (4) individuals for this effort.
- 4) A 12-foot wide riprap access road shall be installed. This road shall follow the scoured channel from the gravel pit to the interior of the swamp. Clearing of trees and shrubs will be limited to the maximum extent possible.
- 5) A small excavator fitted with a landscape type bucket shall be used to peel the silt layers present in the identified swamp restoration area.
- 6) The silt shall be removed to the depth necessary to expose the buried organic soil or other native soil. The QEP shall be responsible for determining that sufficient silt has been removed to properly expose native soil.
- 7) Dump trucks shall use the access road to remove the silt from the wetland. All material shall be deposited within the confines of the pit outside of any regulated wetland.
- 8) OCI will be contacted for inspection to check the grades after fill removal, prior to removal of the access roads and replanting.
- 9) Upon completion of the silt removal, the outer perimeter of the restoration area shall be seeded with a New England Wetmix (or equivalent) and mulched with loose straw.
- 10) The riprap access road shall be removed from the swamp, 50-foot perimeter wetland, and 200-foot riverbank wetland. The riprap within the non-regulated areas shall remain.
- 11) After riprap removal, the disturbed areas remaining shall be loamed and seeded with a Northeast Wildlife Conservation Mix, then mulched with loose straw.
- 12) The disturbed area within the 50-foot perimeter wetland (approximately 500 square feet) shall be planted with the following:
 - 10 - Highbush blueberry (*Vaccinium corymbosum*)
 - 10 - Arrowwood (*Viburnum dentatum*)
- 13) These shrubs shall be 2-3 feet tall and spaced 5 feet on-center.
- 14) The erosion controls shall remain in place until the QEP determines that the area has stabilized sufficiently.
- 15) The proposed restoration shall take place between November 15th and November 30th 2020.
- 16) The QEP shall submit a report to the DEM upon completion of the restoration work.

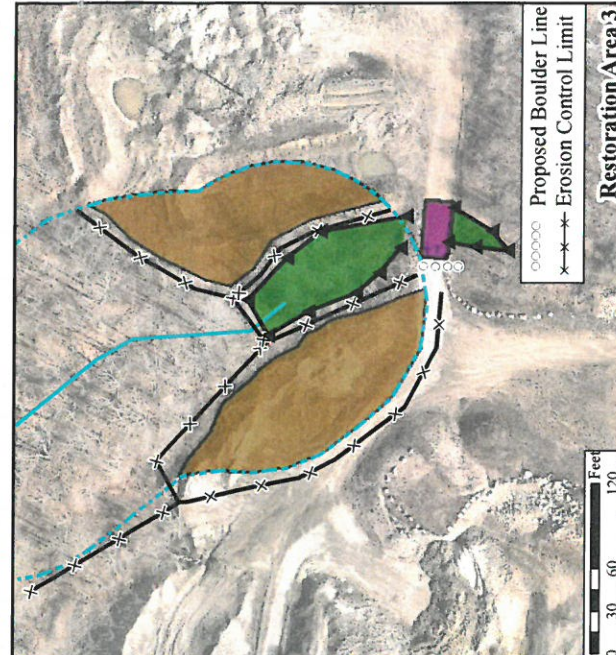
Riverbank Wetland Restoration

- 1) All fill and sediment within the identified area shall be removed. This fill removal shall be to a depth necessary to expose native soil.
- 2) If required by the QEP, 6-8 inches of plantable topsoil shall be spread within all or portions of the riverbank wetland restoration area.
- 3) OCI will be contacted for inspection to check the grades after fill removal, prior to replanting.
- 4) The area shall be seeded with a Northeast Wildlife Conservation Mix and mulched with loose straw.
- 5) Disturbed areas requiring restoration shall be identified by the QEP. An equal distribution of the following shall be installed within the specified areas (exact numbers to be determined by the QEP):
 - Sweet pepperbush (*Clethra alnifolia*)
 - Arrowwood (*Viburnum dentatum*)
 - Huckleberry (*Gaylussacia buccata*)
- 6) All shrubs shall be 2-3 feet tall and spaced 5 feet on-center.
- 7) The erosion controls shall remain in place and in proper working condition until the QEP has determined that the restoration area has stabilized with vegetation.
- 8) The proposed restoration shall take place between November 15th and November 30th 2020.



Notes for Restoration - Area 2

- 1) Prior to any work, erosion controls shall be established at all locations in accordance with the Soil Erosion Sediment Control Plan prepared by Cherezia & Associates.
- 2) A qualified environmental professional (QEP) shall be retained to oversee all sediment removal work within the swamp. The name of the QEP shall be provided to the DEM at least 10 days prior to the start of work.
- 3) Prior to any work, the areas to be restored shall be swept for any wildlife, including amphibians and reptiles. The QEP shall employ a team of at least four (4) individuals for this effort.
- 4) A 12-foot wide riprap access road shall be installed. This road shall follow the scoured channel from the gravel pit to the interior of the swamp. Clearing of trees and shrubs will be limited to the maximum extent possible.
- 5) A small excavator fitted with a landscape type bucket shall be used to peel the silt layers present in the identified swamp restoration area.
- 6) The silt shall be removed to the depth necessary to expose the buried organic soil or other native soil. The QEP shall be responsible for determining that sufficient silt has been removed to properly expose native soil.
- 7) Dump trucks shall use the access road to remove the silt from the wetland. All material shall be deposited within the confines of the pit outside of any regulated wetland.
- 8) OCI will be contacted for inspection to check the grades after fill removal, prior to removal of the access roads and replanting.
- 9) Upon completion of the silt removal, the outer perimeter of the restoration area shall be seeded with a New England Wetmix (or equivalent) and mulched with loose straw.
- 10) The riprap access road shall be removed from the swamp, 50-foot perimeter wetland, and 100-foot riverbank wetland. The riprap within the non-regulated areas shall remain.
- 11) After riprap removal, the disturbed areas remaining shall be loamed and seeded with a Northeast Wildlife Conservation Mix, then mulched with loose straw.
- 12) The disturbed areas within the 50-foot perimeter and 100-foot riverbank wetland (approximately 1,000 square feet) shall be planted with the following:
 - 20 - Sweet pepperbush (*Clethra alnifolia*)
 - 20 - Arrowwood (*Viburnum dentatum*)
- 13) These shrubs shall be 2-3 feet tall and spaced 5 feet on-center.
- 14) The erosion controls shall remain in place until the QEP determines that the area has stabilized sufficiently.
- 15) The proposed restoration shall take place between November 15th and November 30th 2020.
- 16) The QEP shall submit a report to the DEM upon completion of the restoration work.



Notes for Restoration - Area 3

Forested Wetland Restoration

- 1) Prior to any work, erosion controls shall be established at all locations in accordance with the Soil Erosion Sediment Control Plan prepared by Cherezia & Associates.
- 2) All fill shall be removed to the depth necessary to expose native soil conditions. The QEP shall be responsible for determining that sufficient fill has been removed to properly expose native soil.
- 3) If required by the QEP, a 6-8 inch layer of high organic topsoil shall be spread throughout the restoration area. A 25-75 percent mix of well decomposed leaf compost and screened foam shall be an acceptable topsoil.
- 4) The area shall be seeded with a New England Wetmix (or equivalent) and mulched with loose straw.
- 5) A line of boulders shall be established as depicted on the plan to prevent future access through the wetland.
- 6) The proposed restoration shall take place between November 15th and November 30th 2020.

100-foot Riverbank Wetland Restoration

- 1) Prior to any work, erosion controls shall be established at all locations in accordance with the Soil Erosion Sediment Control Plan prepared by Cherezia & Associates.
- 2) The existing fill piles on the east and west side of the stream channel shall be removed.
- 3) 6-8 inches of plantable topsoil shall be spread over the riverbank wetland restoration area. The area shall be seeded with a Northeast Wildlife Conservation Mix, and mulched with loose straw.
- 4) Trees and shrubs shall be planted throughout the restoration area. The plant material used shall include:
 - Trees: 25 - Grey Birch (*Betula populifolia*)
 - 25 - Red maple (*Acer rubrum*)
 - Shrubs: 25 - Sweet pepperbush (*Clethra alnifolia*)
 - 50 - Arrowwood (*Viburnum dentatum*)
 - 50 - Mountain Laurel (*Kalmia latifolia*)
- 5) The trees shall be 5-6 feet tall and spaced 15 feet on-center. The shrubs shall be 2-3 feet tall and spaced 5 feet on-center.
- 6) The proposed restoration shall take place between November 15th and November 30th 2020.



**FOR ILLUSTRATIVE PURPOSES ONLY
NOT A SURVEY PLAN**

Wetland Delineation information taken from CAD file received from Kevin DeMers, PE of DiPrete Engineering 5/7/2020

March 7, 2020
Image (c) ncarmap
Natural Resource Services, Inc.
100 Park Lane
Farmingdale, NY 11737
(631) 598-1200
www.nrsinc.com
(c) RIGIS



Prepared by
Scott P. Rabideau, PWS
August 27, 2020
REV 9/22/2020; 11/16/2020

**Wetland Restoration Plan
Restoration Details
Rawson Materials
White Rock Quarry
A.P. 9, Lot 10-1
Westerly, RI
Sheet 3 of 4**



- NOTES:**
1. REFER TO PLANS PREPARED BY NATURE RESOURCE SERVICES, INC. FOR DETAILED INFORMATION ON ALL LAND RESTORATION ACTIVITIES. REFER TO REFERENCE LOCATION FROM PLANS PREPARED BY DIPRETE ENGINEERING.
 2. PERMANENT LIMIT OF DISTURBANCE (PLD)
 3. TEMPORARY LIMIT OF DISTURBANCE (TLD)
 4. SILT FENCE

PLAN REVISIONS

REV. NO.	DATE	DESCRIPTION	DRAWN BY	CHECK BY
1	11/17/20	REDM COMMENTS	AKG	SFC

SCALE: 1"=80'
 CADD # 2020
 NOV. 12, 2020

DRAWN BY: AKG
 CHECK BY: SFC

**SOIL EROSION
 SEDIMENTATION
 CONTROL PLAN**

**WETLAND RESTORATION
 RAWSON MATERIALS
 WHITE ROCK QUARRY**
 STRATEGIC COMMERCIAL REALTY, INC.
 109 WHITE ROCK ROAD
 PLAT 9 LOT 10-1
 WESTERLY, RHODE ISLAND

SERGIO F. CHERENZIA
 No. 9238
 REGISTERED PROFESSIONAL ENGINEER
 (CIVIL)

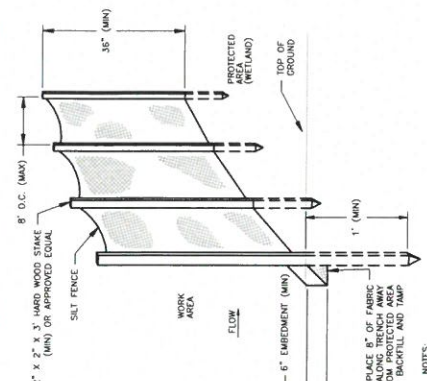
C-1

SHEET 4 OF 4

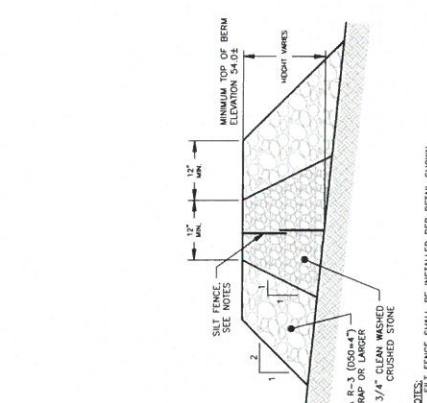
CHERENZIA & ASSOCIATES, LTD.

- EROSION CONTROL/CONSTRUCTION SEQUENCES**
1. THE CONTRACTOR SHALL MAINTAIN ALL APPROVED EROSION CONTROL MEASURES THROUGHOUT CONSTRUCTION TO PREVENT DAMAGE TO WETLANDS AND/OR SURROUNDING PROPERTIES.
 2. THE CONTRACTOR SHALL KEEP A COPY OF THE APPROVED EROSION CONTROL PLAN SET IN ACCORDANCE WITH THE REGS AND THE MOST RECENT EROSION CONTROL HANDBOOK.
 3. THE CONTRACTOR SHALL MAINTAIN ALL APPROVED EROSION CONTROL MEASURES THROUGHOUT CONSTRUCTION TO PREVENT DAMAGE TO WETLANDS AND/OR SURROUNDING PROPERTIES.
 4. THE CONTRACTOR SHALL MAINTAIN ALL APPROVED EROSION CONTROL MEASURES THROUGHOUT CONSTRUCTION TO PREVENT DAMAGE TO WETLANDS AND/OR SURROUNDING PROPERTIES.
 5. THE CONTRACTOR SHALL MAINTAIN ALL APPROVED EROSION CONTROL MEASURES THROUGHOUT CONSTRUCTION TO PREVENT DAMAGE TO WETLANDS AND/OR SURROUNDING PROPERTIES.
 6. EROSION CONTROL DEVICES MAY BE EXCAVATED OR BENT/DRAINED AND SHALL BE SIZED IN ACCORDANCE WITH THE RHODE ISLAND STORMWATER DESIGN AND INSTALLATION STANDARDS MANUAL.
 7. THE CONTRACTOR SHALL MAINTAIN ALL APPROVED EROSION CONTROL MEASURES THROUGHOUT CONSTRUCTION TO PREVENT DAMAGE TO WETLANDS AND/OR SURROUNDING PROPERTIES.
 8. THE CONTRACTOR SHALL MAINTAIN ALL APPROVED EROSION CONTROL MEASURES THROUGHOUT CONSTRUCTION TO PREVENT DAMAGE TO WETLANDS AND/OR SURROUNDING PROPERTIES.
 9. THE CONTRACTOR SHALL MAINTAIN ALL APPROVED EROSION CONTROL MEASURES THROUGHOUT CONSTRUCTION TO PREVENT DAMAGE TO WETLANDS AND/OR SURROUNDING PROPERTIES.
 10. THE CONTRACTOR SHALL MAINTAIN ALL APPROVED EROSION CONTROL MEASURES THROUGHOUT CONSTRUCTION TO PREVENT DAMAGE TO WETLANDS AND/OR SURROUNDING PROPERTIES.
 11. THE CONTRACTOR SHALL MAKE EVERY EFFORT TO PERFORM ALL RESTORATION ACTIVITIES WITHIN THE PERIOD OF TIME AND TO THE DEGREE OF SUCCESS AND SEVERITY AS SPECIFIED IN THE PERMITS AND TO THE DEGREE OF SUCCESS AND SEVERITY AS SPECIFIED IN THE PERMITS AND TO THE DEGREE OF SUCCESS AND SEVERITY AS SPECIFIED IN THE PERMITS.
 12. THE CONTRACTOR SHALL MAINTAIN ALL APPROVED EROSION CONTROL MEASURES THROUGHOUT CONSTRUCTION TO PREVENT DAMAGE TO WETLANDS AND/OR SURROUNDING PROPERTIES.
 13. THE CONTRACTOR SHALL MAINTAIN ALL APPROVED EROSION CONTROL MEASURES THROUGHOUT CONSTRUCTION TO PREVENT DAMAGE TO WETLANDS AND/OR SURROUNDING PROPERTIES.
 14. THE CONTRACTOR SHALL MAINTAIN ALL APPROVED EROSION CONTROL MEASURES THROUGHOUT CONSTRUCTION TO PREVENT DAMAGE TO WETLANDS AND/OR SURROUNDING PROPERTIES.

- EROSION CONTROL/CONSTRUCTION SEQUENCES**
1. THE CONTRACTOR SHALL MAINTAIN ALL APPROVED EROSION CONTROL MEASURES THROUGHOUT CONSTRUCTION TO PREVENT DAMAGE TO WETLANDS AND/OR SURROUNDING PROPERTIES.
 2. THE CONTRACTOR SHALL MAINTAIN ALL APPROVED EROSION CONTROL MEASURES THROUGHOUT CONSTRUCTION TO PREVENT DAMAGE TO WETLANDS AND/OR SURROUNDING PROPERTIES.
 3. THE CONTRACTOR SHALL MAINTAIN ALL APPROVED EROSION CONTROL MEASURES THROUGHOUT CONSTRUCTION TO PREVENT DAMAGE TO WETLANDS AND/OR SURROUNDING PROPERTIES.
 4. THE CONTRACTOR SHALL MAINTAIN ALL APPROVED EROSION CONTROL MEASURES THROUGHOUT CONSTRUCTION TO PREVENT DAMAGE TO WETLANDS AND/OR SURROUNDING PROPERTIES.
 5. THE CONTRACTOR SHALL MAINTAIN ALL APPROVED EROSION CONTROL MEASURES THROUGHOUT CONSTRUCTION TO PREVENT DAMAGE TO WETLANDS AND/OR SURROUNDING PROPERTIES.
 6. EROSION CONTROL DEVICES MAY BE EXCAVATED OR BENT/DRAINED AND SHALL BE SIZED IN ACCORDANCE WITH THE RHODE ISLAND STORMWATER DESIGN AND INSTALLATION STANDARDS MANUAL.
 7. THE CONTRACTOR SHALL MAINTAIN ALL APPROVED EROSION CONTROL MEASURES THROUGHOUT CONSTRUCTION TO PREVENT DAMAGE TO WETLANDS AND/OR SURROUNDING PROPERTIES.
 8. THE CONTRACTOR SHALL MAINTAIN ALL APPROVED EROSION CONTROL MEASURES THROUGHOUT CONSTRUCTION TO PREVENT DAMAGE TO WETLANDS AND/OR SURROUNDING PROPERTIES.
 9. THE CONTRACTOR SHALL MAINTAIN ALL APPROVED EROSION CONTROL MEASURES THROUGHOUT CONSTRUCTION TO PREVENT DAMAGE TO WETLANDS AND/OR SURROUNDING PROPERTIES.
 10. THE CONTRACTOR SHALL MAINTAIN ALL APPROVED EROSION CONTROL MEASURES THROUGHOUT CONSTRUCTION TO PREVENT DAMAGE TO WETLANDS AND/OR SURROUNDING PROPERTIES.
 11. THE CONTRACTOR SHALL MAKE EVERY EFFORT TO PERFORM ALL RESTORATION ACTIVITIES WITHIN THE PERIOD OF TIME AND TO THE DEGREE OF SUCCESS AND SEVERITY AS SPECIFIED IN THE PERMITS AND TO THE DEGREE OF SUCCESS AND SEVERITY AS SPECIFIED IN THE PERMITS.
 12. THE CONTRACTOR SHALL MAINTAIN ALL APPROVED EROSION CONTROL MEASURES THROUGHOUT CONSTRUCTION TO PREVENT DAMAGE TO WETLANDS AND/OR SURROUNDING PROPERTIES.
 13. THE CONTRACTOR SHALL MAINTAIN ALL APPROVED EROSION CONTROL MEASURES THROUGHOUT CONSTRUCTION TO PREVENT DAMAGE TO WETLANDS AND/OR SURROUNDING PROPERTIES.
 14. THE CONTRACTOR SHALL MAINTAIN ALL APPROVED EROSION CONTROL MEASURES THROUGHOUT CONSTRUCTION TO PREVENT DAMAGE TO WETLANDS AND/OR SURROUNDING PROPERTIES.



- NOTES:**
1. SILT FENCE SHALL BE LOCATED @ 10' FROM TOE OF SLOPE FOR
 2. 8' WITH WIRE OR 6' WITHOUT WIRE (MAX).
 3. WIRE FENCING - 6" MESH OPENING (MAX) AND 14 GAUGE (MIN).
 4. MAINTAIN UNTIL UP-GRADE AREAS HAVE BEEN PERMANENTLY STABILIZED.
- SILT FENCE**
 CA-BC-001



- NOTES:**
1. FENCE SHALL BE INSTALLED PER DETAIL SHOWN.
 2. WHERE BERM HEIGHT EXCEEDS SILT FENCE HEIGHT, ADDITIONAL SILT FENCE SHALL BE ATTACHED WITH 4" MIN. OVERLAP TO EXTEND TO THE FULL SUPPORT TO KEEP THE SILT FENCE IN PLACE FOR THE INSTALLATION OF THE STONE AROUND THE FENCE.
- STONE + SILT FENCE BERM**
 CA-BC-001

