

**ENVIRONMENTAL LAND USAGE RESTRICTION**

This Declaration of Environmental Land Usage Restriction (.Restriction.) is made on this \_\_\_\_\_ day of \_\_\_\_\_, 2014 by **City of Newport**, and its successors and/or assigns (hereinafter, the "Grantor").

**WITNESSETH:**

WHEREAS, the Grantor is the owner in fee simple of certain real property identified as **Plat 24 Lot 346 in Newport, Rhode Island** (the "Property"), more particularly described in **Exhibit A (Legal Description)** which is attached hereto and made a part hereof;

WHEREAS, the Property (see **Exhibit B**) has been determined to contain soil which is contaminated with certain **hazardous materials and/or petroleum** in excess of applicable **residential and/or industrial/commercial direct exposure criteria** pursuant to the Rules and Regulations for the Investigation and Remediation of Hazardous Material Releases ("Remediation Regulations");

WHEREAS, the Grantor has determined that the environmental land use restrictions set forth below are consistent with the regulations adopted by the Rhode Island Department of Environmental Management ("Department") pursuant to R.I.G.L. § 23-19.14-1 and that this restriction shall be a Conservation Restriction pursuant to R.I.G.L. § 34-39-1 et. seq. and shall not be subject to the 30 year limitation provided in R.I.G.L. § 34-4-21;

WHEREAS, the Department's written approval of this Restriction is contained in the document entitled: **Remedial Decision Letter** issued pursuant to the Remediation Regulations;

WHEREAS, to prevent exposure to or migration of **hazardous materials and/or petroleum** and to abate hazards to human health and/or the environment, and in accordance with the **Remedial Decision Letter**, the Grantor desires to impose certain restrictions upon the use, occupancy, and activities of and at the **Property**;

WHEREAS, the Grantor believes that this Restriction will effectively protect public health and the environment from such contamination; and

WHEREAS, the Grantor intends that such restrictions shall run with the land and be binding upon and enforceable against the Grantor and the Grantor's successors and assigns.

NOW, THEREFORE, Grantor agrees as follows:

**A. Restrictions Applicable to the Property:** In accordance with the **Remedial Decision Letter**, the use, occupancy and activity of and at the **Property** is restricted as follows:

- i No residential use of the **Property** shall be permitted that is contrary to Department approvals and restrictions contained herein;

- ii No groundwater at the **Property** shall be used as potable water;
- iii No soil at the **Property** shall be disturbed in any manner without written permission of the Department's Office of Waste Management, except as permitted in the Department-approved Post-Construction Soil Management Plan (PCSMP) attached hereto as **Exhibit C**;
- iv Humans engaged in activities at the **Property** shall not be exposed to soils containing hazardous materials and/or petroleum in concentrations exceeding the applicable Department approved direct exposure criteria set forth in the Remediation Regulations;
- v The engineered controls at the **Property** described in the PCSMP contained in **Exhibit C** attached hereto shall not be disturbed and shall be properly maintained to prevent humans engaged in **recreational** activity from being exposed to soils containing hazardous materials and/or petroleum in concentrations exceeding the applicable Department-approved **residential** direct exposure criteria in accordance with the Remediation Regulations; and

**B. No action shall be taken, allowed, suffered, or omitted at the Property if such action or omission is reasonably likely to:**

- i Create a risk of migration of hazardous materials and/or petroleum;
- ii Create a potential hazard to human health or the environment; or
- iii Result in the disturbance of any engineered controls utilized at the **Property**, except as permitted in the Department-approved PCSMP contained in **Exhibit C**.

**C. Emergencies:** In the event of any emergency which presents a significant risk to human health or to the environment, including but not limited to, maintenance and repair of utility lines or a response to emergencies such as fire or flood, the application of Paragraphs A (iii.-v) and B above may be suspended, provided such risk cannot be abated without suspending such Paragraphs and the Grantor complies with the following:

- i Grantor shall notify the Department's Office of Waste Management in writing of the emergency as soon as possible but no more than three (3) business days after Grantor's having learned of the emergency. (This does not remove Grantor's obligation to notify any other necessary state, local or federal agencies.);
- ii Grantor shall limit both the extent and duration of the suspension to the minimum period reasonable and necessary to adequately respond to the emergency;

- iii Grantor shall implement reasonable measures necessary to prevent actual, potential, present and future risk to human health and the environment resulting from such suspension;
- iv Grantor shall communicate at the time of written notification to the Department its intention to conduct the emergency response actions and provide a schedule to complete the emergency response actions;
- v Grantor shall continue to implement the emergency response actions, on the schedule submitted to the Department, to ensure that the **Property** is remediated in accordance with the Remediation Regulations (or applicable variance) or restored to its condition prior to such emergency. Based upon information submitted to the Department at the time the ELUR was recorded pertaining to known environmental conditions at the **Property**, emergency maintenance and repair of utility lines shall only require restoration of the **Property** to its condition prior to the maintenance and repair of the utility lines; and
- vi Grantor shall submit to the Department, within ten (10) days after the completion of the emergency response action, a status report describing the emergency activities that have been completed.

**D. Release of Restriction; Alterations of Subject Area:** The Grantor shall not make, or allow or suffer to be made, any alteration of any kind in, to, or about any portion of the **Property** inconsistent with this Restriction unless the Grantor has received the Department's prior written approval for such alteration. If the Department determines that the proposed alteration is significant, the Department may require the amendment of this Restriction. Alterations deemed insignificant by the Department will be approved via a letter from the Department. The Department shall not approve any such alteration and shall not release the **Property** from the provisions of this Restriction unless the Grantor demonstrates to the Department's satisfaction that Grantor has managed the **Property** in accordance with applicable regulations.

**E. Notice of Lessees and Other Holders of Interests in the Property:** The Grantor, or any future holder of any interest in the **Property**, shall cause any lease, grant, or other transfer of any interest in the **Property** to include a provision expressly requiring the lessee, grantee, or transferee to comply with this Restriction. The failure to include such provision shall not affect the validity or applicability of this Restriction to the **Property**.

**F. Enforceability:** If any court of competent jurisdiction determines that any provision of this Restriction is invalid or unenforceable, the Grantor shall notify the Department in writing within fourteen (14) days of such determination.

**G. Binding Effect:** All of the terms, covenants, and conditions of this Restriction shall run with the land and shall be binding on the Grantor, its successors and assigns, and each owner and any other party entitled to control, possession or use of the **Property** during such period of ownership or possession.

**H. Inspection & Non-Compliance:** It shall be the obligation of the Grantor, or any future holder of any interest in the **Property**, to provide for annual inspections of the **Property** for compliance with the ELUR in accordance with Department requirements.

A qualified environmental professional will, on behalf of the Grantor or future holder of any interest in the **Property**, evaluate the compliance status of the **Property** on an annual basis. Upon completion of the evaluation, the environmental professional will prepare and simultaneously submit to the Department and to the Grantor or future holder of any interest in the **Property** an evaluation report detailing the findings of the inspection, and noting any compliance violations at the **Property**. If the **Property** is determined to be out of compliance with the terms of the ELUR, the Grantor or future holder of any interest in the **Property** shall submit a corrective action plan in writing to the Department within ten (10) days of receipt of the evaluation report, indicating the plans to bring the **Property** into compliance with the ELUR, including, at a minimum, a schedule for implementation of the plan.

In the event of any violation of the terms of this Restriction, which remains uncured more than ninety (90) days after written notice of violation, all Department approvals and agreements relating to the **Property** may be voided at the sole discretion of the Department.

**I. Terms Used Herein:** The definitions of terms used herein shall be the same as the definitions contained in Section 3 (DEFINITIONS) of the Remediation Regulations.

IN WITNESS WHEREOF, the Grantor has hereunto set (his/her) hand and seal on the day and year set forth above.

Jane Howington City Manager  
City of Newport, Rhode Island

By: Jane Howington  
Grantor (signature)

\_\_\_\_\_  
Grantor (typed name)

STATE OF RHODE ISLAND

COUNTY OF Newport

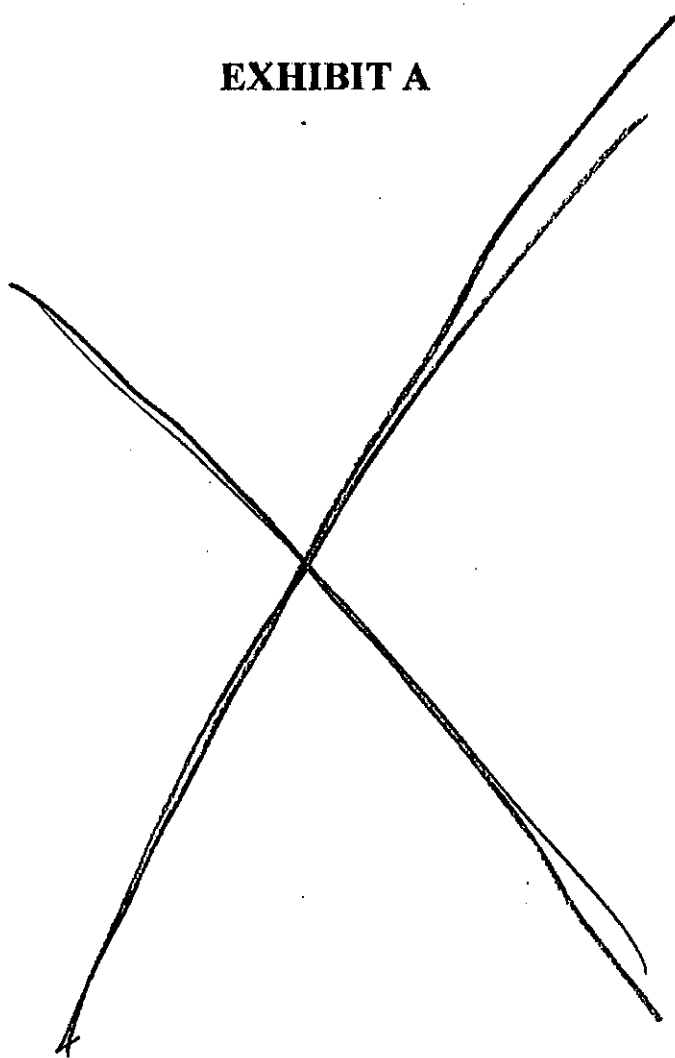
In (CITY/TOWN), in said County and State, on the 3<sup>rd</sup> day of March, 2014, before me personally appeared Jane Howington to me known and known by me to be the party executing the foregoing instrument and (he/she) acknowledged said instrument by (him/her) executed to be (his/her) free act and deed.

Notary Public: Kathleen M. Dunn  
Kathleen M. Dunn  
My Comm. Expires: 8/20/17

APPROVED AS TO FORM:

[Signature]

**EXHIBIT A**



1981 REDEV. AGENCY TO City

Queen Anne Sp.

Vol. 304

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DEED OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS, that the REDEVELOPMENT AGENCY OF NEWPORT, RHODE ISLAND, a public body corporate, established pursuant to Title 45, Chapter 31-33, of the General Laws of the State of Rhode Island, for consideration paid, do hereby dedicate, release, remise and quitclaim to the City of Newport, to have and to hold for public use forever, as a public park, all those certain lots and parcels of land bounded and described as follows:

PARCEL I.

- WESTERLY: by Thames Street, 85.72 feet;
  - NORTHERLY: by Church Street, 255.55 feet;
  - EASTERLY: by Trinity Church Corporation and Trinity Church in Newport, 91.95 feet;
  - SOUTHERLY: by Frank Street, 245.56 feet;
- BE ALL said measurements more or less or however otherwise bounded and described and containing 22,322 square feet.

PARCEL II.

- WESTERLY: on Thames Street, 114.0 feet;
  - NORTHERLY: by Frank Street, 219.0 feet;
  - EASTERLY: by Trinity Church in Newport, 41.0 feet;
  - SOUTHERLY: by the Newport Restoration Foundation, 71.0 feet;
  - EASTERLY: by the Newport Restoration Foundation, 73.0 feet;
  - SOUTHERLY: by Mill Street, 129.0 feet;
- BE ALL said measurements more or less or however otherwise bounded and described and containing 18,673 square feet.

BEING Parcels 5 and 7 as delineated on a certain Plat entitled "Disposition Map #4, Historic Hill Project RI-R-23, Redevelopment Agency of Newport, Rhode Island, prepared by Robert E. Lynch, Professional Engineer, Middletown, Rhode

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Island, August, 1977, revised June, 1979, revised September, 1981.

Subject to an easement to the Newport Electric Corporation and the New England Telephone & Telegraph Company dated December 13, 1977, and attached hereto and being incorporated as part of this Deed.

Subject further to an eleven (11) foot square easement, on Parcel 7, to Trinity Church of Newport for the purpose of constructing a storage shed for maintenance and storage of lawn equipment, said easement as delineated on said Disposition Map.

Subject, however, to the restriction that said park, while always being open for public enjoyment, shall not be used for commercial activity of any kind and that no building or structure temporary or permanent, shall be erected thereon. The preceding restriction shall include tents, booths, stages and display stands but shall not prohibit the erection or installation of statues, monuments, fountains, park benches, drinking fountains, trash receptacles or other street furniture normally found in public parks.

IN WITNESS WHEREOF, the REDEVELOPMENT AGENCY OF NEWPORT, RHODE ISLAND, has hereunto set its hand and seal, this day of AD, 1981.

Signed, sealed and Delivered in the presence of:

REDEVELOPMENT AGENCY OF NEWPORT, RHODE ISLAND

*Joseph J. Macis*

By *Harold C. Petropoulos*  
CHAIRMAN

STATE OF RHODE ISLAND  
COUNTY OF NEWPORT

In Newport, on this 20th day of October, AD, 1981, before me personally appeared the above-named *Harold C. Petropoulos*, Chairman, Redevelopment Agency of Newport, Rhode Island, known to me and known to be the person executing the foregoing instrument and he acknowledges the said instrument by him executed to be his free act and deed and the free act and deed of the Redevelopment Agency of Newport, Rhode Island.

*Joseph J. Macis*  
Notary Public

Accepted:

CITY OF NEWPORT, RHODE ISLAND

By *Harold C. Petropoulos*

KNOW ALL MEN BY THESE PRESENTS, That the REDEVELOPMENT AGENCY OF NEWPORT, RHODE ISLAND, a public body corporation established pursuant to Title 45, Chapter 31-33 of the General Laws of the State of Rhode Island, hereinafter called "Grantor", for consideration paid, grants to NEWPORT ELECTRIC CORPORATION, a public utility corporation engaged in the distribution and sale of electricity within the State of Rhode Island, and NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY, a public utility corporation providing telephone service within the State of Rhode Island, hereinafter called "Grantees", their successors and assigns forever, the right, privilege and easement to install, maintain, inspect, operate, replace, remove and repair underground wires and cables, conduit pipes and manholes for the transmission of electric current and for the provision of telephone service in accordance with all applicable national, state and local safety codes and other laws, ordinances and regulations applicable to electric and telephone transmission lines across the following described parcel of land:

COMMENCING at a point in the north property line of Mill Street, said point being 120 feet west of the intersection of Thames Street and Mill Street; thence running northerly 220 feet more or less in a line parallel to the easterly property line of Thames Street to a point in the southerly line of Church Street; thence turning and running easterly for a distance of 10 feet along the southerly line of Church Street to a point; thence turning and running southerly in a line parallel to and 10 feet east of the first described course for a distance of 110 feet to a point in the southerly line of Frank Lane; thence turning and running easterly along the southerly line of Frank Lane for a distance of 90 feet to a point; thence turning and running southerly along the easterly property line of the grantor for a distance of 10 feet; thence turning and running westerly in a line parallel to and 10 feet south of the fourth described course for a distance of 88 feet to a point; thence turning and running southerly in a line parallel to and 10 feet east of the first described course for a distance of 100 feet more or less to the northerly line of Mill Street; thence turning and running westerly



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in the northerly line of Mill Street to the point of commencing.

For a more particular description, see Plan P-211 entitled "Newport Electric Corporation Proposed Easement from the Redevelopment Agency of Newport," dated October 1, 1977, by L.H. Shaw, ~~attached hereto~~ and made a part hereof. *On file in PLO office, and evidence office with*

It is the intention of the Grantor to convey to the Grantees the perpetual right and easement to construct, operate and maintain transmission lines as herein described, and to make such right and easement assignable, and the Grantor hereby agrees to execute, acknowledge and deliver to the Grantees, their successors or assigns, such further deeds or instruments as may be necessary to secure to them the rights and easements intended to be herein conveyed.

The Grantees agree that, after installation and/or repair of said facilities, to restore the premises to their former condition.

TO HAVE AND TO HOLD the above granted easements and rights, with all the privileges and appurtenances thereunto belonging, unto and to the use of the said Grantees, their successors and assigns.

IN WITNESS WHEREOF, REDEVELOPMENT AGENCY OF NEWPORT, RHODE ISLAND, has caused these presents to be signed in its corporate name and its seal affixed by its Chairman, this 13<sup>th</sup> day of December A.D. 1977.

REDEVELOPMENT AGENCY OF NEWPORT, RHODE ISLAND  
By: Harold C. [Signature]  
Chairman

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INST: 00091276  
BK: 2423 PG: 165

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STATE OF RHODE ISLAND

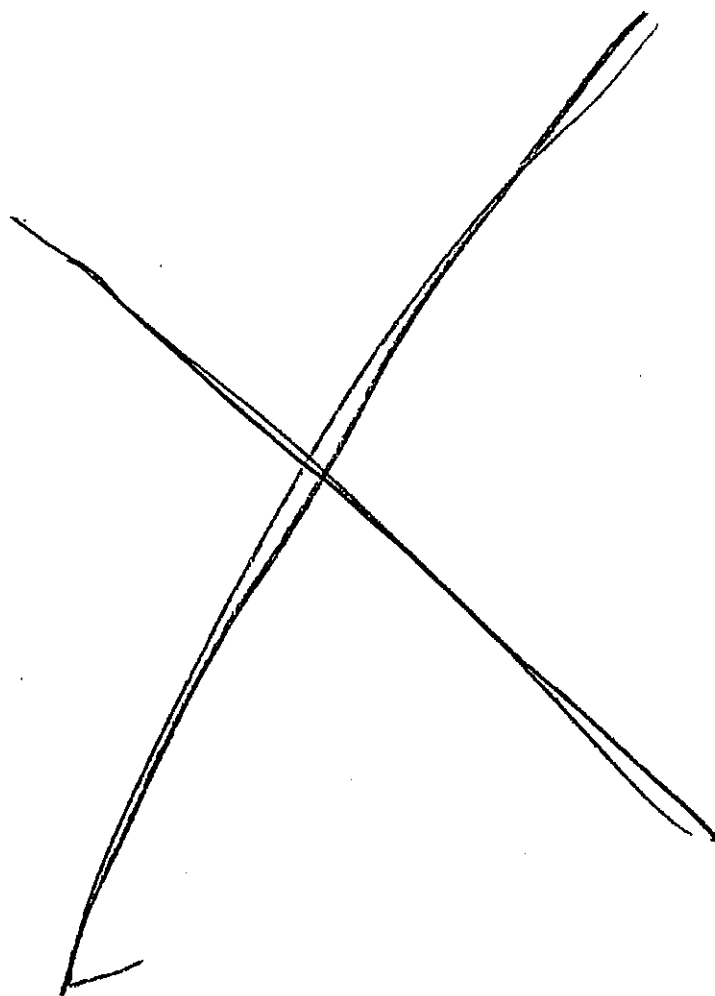
COUNTY OF NEWPORT

At *Newport* in said County, on this *13<sup>th</sup>* day of *December*, A.D. 1977, then personally appeared the above HAROLD PETROPOULOS, Chairman of said REDEVELOPMENT AGENCY OF NEWPORT, RHODE ISLAND, to me known and known by me to be the party executing the foregoing instrument as Chairman, and he acknowledged said instrument by him executed to be the free act and deed of REDEVELOPMENT AGENCY OF NEWPORT, RHODE ISLAND, his free act and deed as Chairman aforesaid, and individually as well.

*[Signature]*  
Notary Public

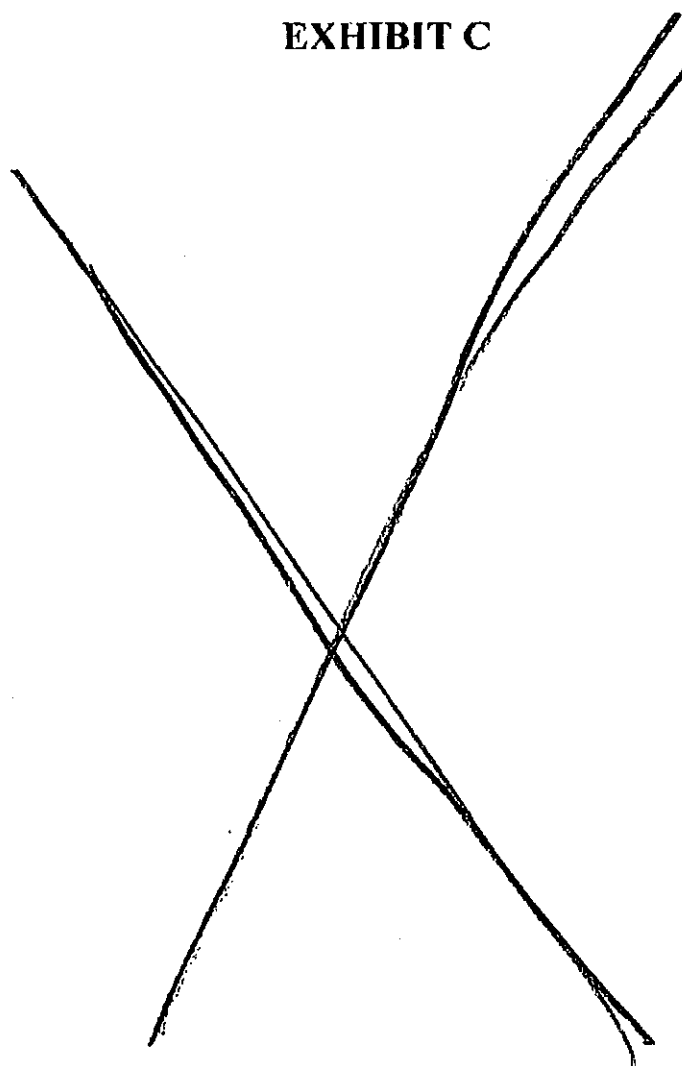
Received in Newport, R.I. For Record *Oct 30, 1981*  
at *9* *40* P.M. and Recorded at  
*Richard S. Weiss*  
Recorder of Deeds

**EXHIBIT B**





**EXHIBIT C**



**Post-Construction Soil Management Plan**  
**Plat 24 Lot 346**  
**Newport, Rhode Island**

This Post-Construction Soil Management Plan (PCSMP) has been prepared to establish procedures that will be followed should future construction/maintenance activities at the Queen Anne Square property require the need to manage soils excavated from the subsurface or when existing site surfaces / Rhode Island Department of Environmental Management (RIDEM) approved engineered controls, (soil/vegetative cap, asphalt, concrete, landscaping and/or foundations) are disturbed. The plan serves to supplement the Environmental Land Use Restriction (ELUR) and will be initiated by the RIDEM notification requirement established in Section A of the ELUR for the property.

*Background*

The property is identified as Lot 346 on Newport Assessor's Plat 24 in Newport, Rhode Island (hereinafter "Site"). The approximate center of the Site is located at 41° 29' 15" north latitude and 71° 18' 51" east-west longitude. According to the Newport Tax Assessor's Office, the Site consists of 1.75 acres of land. The results of Site Investigation process indicated that the primary risks associated with the conditions present at the Site were direct exposure to shallow soils exhibiting concentrations of metals and polynuclear aromatic hydrocarbons (PAHs) above the RIDEM Method 1 Residential Direct Exposure Criteria.

Additionally Site Investigation identified limited areas where total petroleum hydrocarbons (TPH) were identified in exceedance of the RIDEM Method 1 Residential Direct Exposure Criteria and the GB Leachability Criteria as well as three locations where concentrations of lead in soil appeared anomalously elevated and/or elevated headspace responses were detected. The site has since been remediated in accordance with the RIDEM approved RAWP. The Department-approved remedy included limited excavation of the aforementioned area, appropriate off-site disposal, and placement of an appropriate barrier over unpaved portions of the site. To minimize the potential for direct exposure, site soils are covered with Department-approved engineered controls, consisting of building foundations, concrete/brick walkways, a site wide soil/vegetative cap and a modified soil cap located in "Tree Protection Areas". Specifically, the foundation seating wall areas extend to a depth of approximately 3+ feet below grade, are 1.5' thick of poured concrete and rise above grade. Foundation interior areas consist of 2 feet or more of clean fill under pavers. Concrete/brick walkways consist of a minimum of six inches of clean fill beneath a minimum of four inches of concrete. The site wide soil/vegetative cap consists of a minimum of 10 inches of clean loam with a two inch or more turf cap applied atop the RIDEM approved geotextile membrane. As approved in the RAWP a modified soil/vegetative cap consisting of eight inches of clean fill completed with a two-inch turf layer, combining for a total cap thickness of 10 inches is present within the "Tree Protection Areas" of the site. Additional details of cap

applications are discussed in the July 2013 RAWP Completion Report. Locations of engineered controls (caps) and their associated design descriptions are depicted on Figure 5 of the RAWP Completion Report included herein as Attachment 1.

#### *Applicable Area*

This PCSMP and affiliated ELUR, which limit activity at the Site to restricted use, pertain to the entire Property. See Exhibit B of ELUR.

#### *Soil Management – Cap Disturbance Not Extending Below the Engineered Barrier*

Routine maintenance activities as well as minimal soil disturbance required or conducted within the vertical limits of the engineered barriers may be conducted under the condition that all vegetation, soil or other components of the engineered barrier that are disturbed during maintenance activities are repaired to their pre-existing condition prior to the maintenance or disturbance activity.

#### *Soil Management – Cap Disturbance Extending Beneath the Engineered Barrier*

If subsurface work is required at the site that will penetrate the vertical limit of one or more of the engineered caps, the risk of direct exposure of humans to contaminated soil is the primary concern at the Site. Should future excavation work be required below the depth of the engineered barrier, individuals engaged in these activities at the Site may be exposed to contaminated soil through incidental ingestion, dermal contact, or inhalation of vapors or entrained soil particles if proper precautions are not taken. Therefore, the following procedures will be followed to minimize or eliminate the potential of exposure should penetration of the cap become necessary.

During Site work proposed beneath the cap, appropriate precautions will be taken to restrict unauthorized access to the Site.

During Site/earth work that generates dust, dust suppression (i.e. watering, etc) techniques must be employed at all times. If it is anticipated due to the nature of the contaminants of concern that odors may be generated during Site activities, air monitoring and means to control odors will be utilized, as appropriate (i.e. odor-suppressing foam, etc). Best management practices also include the managing and minimizing of the migration and/or surface run-off of hazardous materials at the Site during the remedial and/or future Site surface disturbances. This should be achieved via the installation of hay bales, silt fencing and any other appropriate measures during the entire duration of Site/earth work.

In the event that an unexpected observation or situation arises during Site work, such activities will immediately stop. Workers will not attempt to handle the situation themselves but will contact the appropriate authority for further direction.

In the event that certain soils on Site were not previously characterized, these soils are presumed to be regulated until such time that it is demonstrated to the RIDEM, through sampling and laboratory analysis that they are not regulated. (For example, presumptive remedies or locations of previously inaccessible soil.)

If excess soil is generated / excavated from the Site, the soil is to remain on-Site for analytical testing, to be performed by an environmental professional, in order to determine the appropriate disposal and/or management options. The soil must be placed on and covered with a minimum of 6-mil polyethylene/plastic sheeting during the entire duration of its staging and secured with appropriate controls to limit the loss of the cover and protect against storm-water and / or wind erosion (i.e. hay bales, silt fencing, rocks, etc).

Excavated soils will be staged and temporarily stored in a designated area of the Site. Within reason, the storage location will be selected to limit the unauthorized access to the materials (i.e., away from public roadways/walkways). No regulated soil will be stockpiled on Site for greater than 60 days without prior RIDEM approval.

In the event that stockpiled soils pose a risk or threat of leaching hazardous materials, a proper leak-proof container (i.e. drum or lined roll-off) or secondary containment will be utilized.

Should soil be excavated from the Site and require off-site disposal and or reuse, soil must be evaluated to determine suitable disposal options. Soil may not be re-used as fill on any property unless it meets the RIDEM's Method 1 Residential Direct Exposure Criteria for all constituents listed in Table 1 of the Rules and Regulations for the Investigation and Remediation of Hazardous Material Releases (Remediation Regulations). Soil must be sampled and analyzed, by a qualified environmental professional, at a frequency of one sample per 500 tons for all constituents. Copies of the laboratory analysis results shall be maintained by the Site owner and included in the annual inspection report for the Site, or the closure report if applicable. In the event that the soil does not meet any of these criteria, the material must be properly managed and disposed of off Site at a licensed facility.

Site soils, which are to be disposed of off Site, must be transported to a licensed facility in accordance with all local, state, and federal laws. Copies of the material shipping records associated with the disposal of the material shall be maintained by the Site owner and included in the annual inspection report for the Site.

Best soil management practices should be employed at all times and regulated soils should be segregated into separate piles (or cells or containers) as appropriate based upon the results of analytical testing, when multiple reuse options are planned (i.e. reuse on-Site, reuse at a RIDEM-approved Industrial/Commercial property, or disposal at a RIDEM-approved licensed facility).



All non-disposable equipment used during the soil disturbance activities will be properly decontaminated as appropriate prior to removal from the Site. All disposable equipment used during the soil disturbance activities will be properly containerized and disposed of following completion of the work. All vehicles utilized during the work shall be properly decontaminated as appropriate prior to leaving the Site.

At the completion of Site work, all exposed soils are required to be recapped with RIDEM-approved engineered controls (2 feet of clean fill or equivalent: building foundations, 4 inches of pavement/concrete underlain with 6 inches of clean fill, and/or 1 foot of clean fill underlain with a geotextile liner) consistent or better than the Site surface conditions prior to the work that took place. These measures must also be consistent with the RIDEM-approved ELUR recorded on the property.

Any clean fill material brought on Site is required to meet the RIDEM's Method 1 Residential Direct Exposure Criteria or be designated by an Environmental Professional as Non-Jurisdictional under the Remediation Regulations. All clean fill, including sub-grade material and loam, imported to the Site must be sampled prior to delivery and placement. Clean fill and loam must be sampled for arsenic at a frequency of one sample per 500 cubic yards. One-quarter of the total number of compliance samples of clean fill and loam will be sampled for volatile organic compounds (VOCs), Total Metals (Priority Pollutant 13), and TPH. All soil that is to be utilized on Site must meet the Residential Direct Exposure Criteria (Res DEC) or be certified to be non-jurisdictional. The Annual Inspection Report for the Site, or Closure Report if applicable, should include either analytical sampling results from the fill demonstrating compliance or alternatively include written certification by an Environmental Professional that the fill is not jurisdictional.

#### *Worker Health and Safety*

To ensure the health and safety of on-Site workers, persons involved in the excavation and handling of the material on Site are required to wear a minimum of Level D personal protection equipment, including gloves, work boots and eye protection. Workers are also required to wash their hands with soap and water prior to eating, drinking, smoking, or leaving the Site.

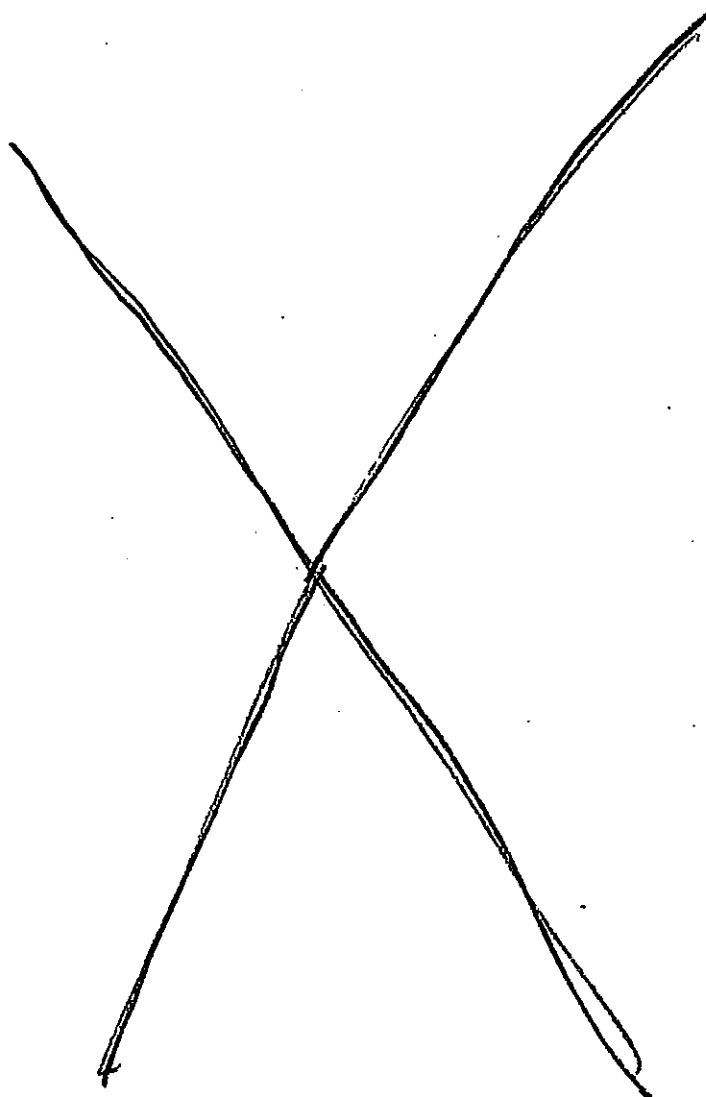
#### *RIDEM Approval*

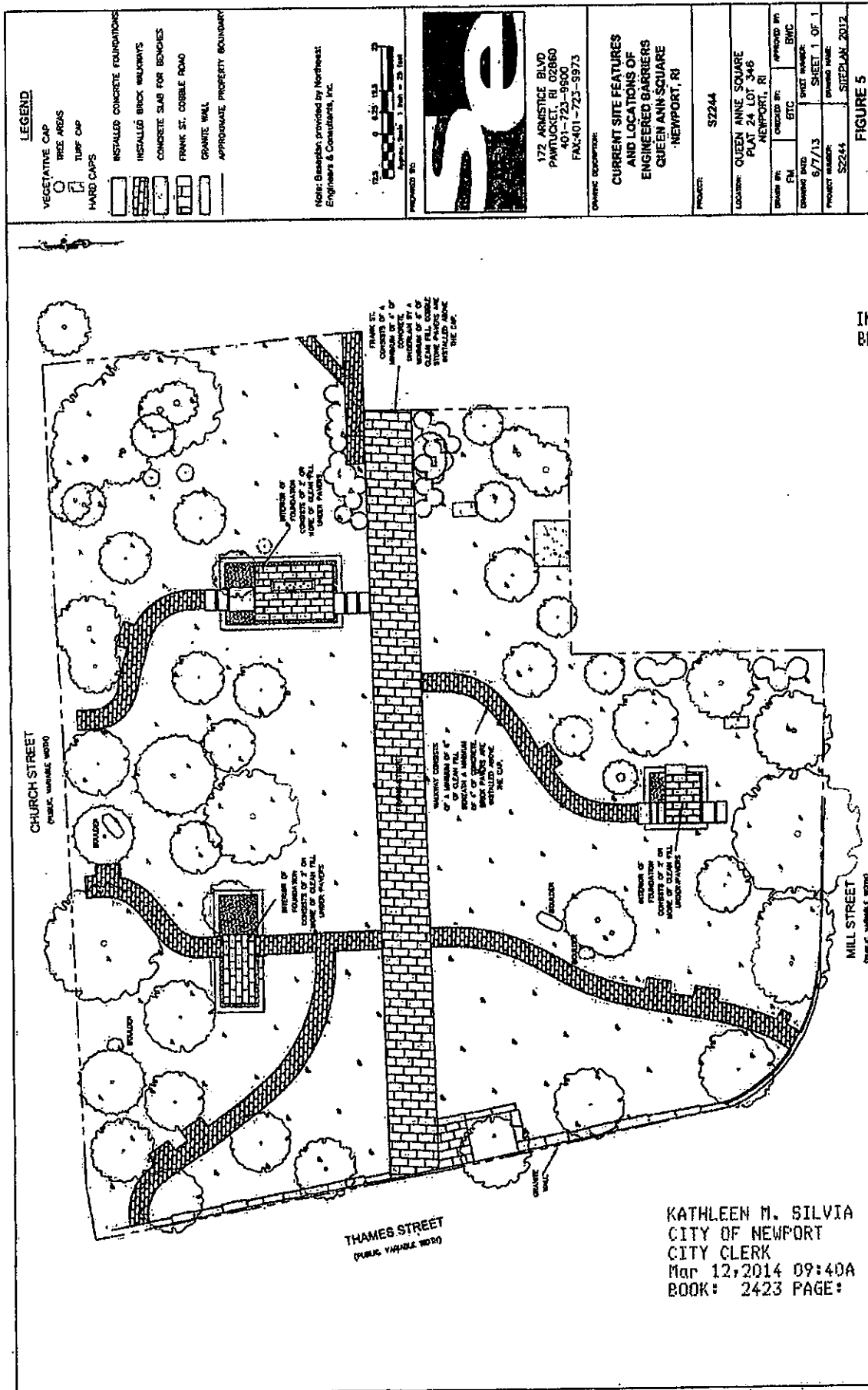
In accordance with Section A iii of the ELUR, no soil beneath the engineered barrier at the Site is to be disturbed in any manner without prior written permission of the RIDEM's Office of Waste Management except in the event of an emergency. As part of the notification process, the Site owner shall provide a brief written description of the anticipated Site activity involving soil excavation. The notification should be submitted to the RIDEM no later than 5 days prior to the proposed initiation of the start of Site activities. The description shall include an estimate of the volume of soil to be excavated, a list of the known and anticipated contaminants of concern, a Site figure clearly

identifying the proposed areas to be excavated/disturbed, the duration of the project and the proposed disposal location of the soil.

Following written notification, the RIDEM will determine the post-closure reporting requirements. Significant disturbances of regulated soil will require submission of a Closure Report for RIDEM review and approval documenting that the activities were performed in accordance with this PCSMP and the RIDEM-approved ELUR. The RIDEM will also make a determination regarding the necessity of performing Public Notice to abutting property owners/tenants concerning the proposed activities. Work associated with the Notification will not commence until written RIDEM approval has been issued. Once RIDEM approval has been issued, the RIDEM will be notified a minimum of two (2) days prior to the start of activities at the Site. Shall any significant alterations to the RIDEM-approved plan be necessary, a written description of the proposed deviation, will be submitted to the RIDEM for review and approval prior to initiating such changes.

**ATTACHMENT 1**





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BK: 2423 PG: 175

KATHLEEN M. SILVIA  
CITY OF NEWPORT  
CITY CLERK  
Mar 12, 2014 09:40A  
BOOK: 2423 PAGE: 175