

CITY OF NEWPORT  
DOCKET FOR THE REGULAR CITY COUNCIL  
MEETING  
MARCH 26, 2025

The following items of business, filed with the City Clerk under the Rules of the Council, will come before the Council at a meeting to be held on March 26, 2025 at 6:30 p.m., City Hall, Council Chambers, 43 Broadway, Newport, RI 02840

***Citizens’ Forum:** (Speakers must sign in with the City Clerk) The Citizens’ Forum period shall be no longer than fifteen minutes, and citizens may address the Council on one subject only and for no longer than three minutes. Issues to be discussed shall not include matters to be considered or discussed as part of the regular Council agenda and must be related to substantive city business. No comments regarding personnel or job performance are allowed.*

**BOARD OF LICENSE COMMISSIONERS**

**CONSENT CALENDAR**

- 1. [Class F-1 Daily Liquor License](#), Newport Art Museum, d/b/a Ebb & Flow Oyster Event, Newport Art Museum; May 4, 2025 from 12:00 p.m. to 2:00 p.m.
- 2. [Class F Daily Liquor License](#), Newport Art Museum, d/b/a Sean Landers Opening Reception, Newport Art Museum; May 9, 2025 from 5:00 p.m. to 7:00 p.m.
- 3. [Class F Daily Liquor License](#), Jesus Saviour Church:
  - a. d/b/a Holy Ghost Feast, 1 Vernon Ave.; June 8, 2025 from 10:00 a.m. to 6:00 p.m.
  - b. d/b/a Summer Bazaar, 1 Vernon Ave.; July 24, 25 & 26, 2025 from 5:00 p.m. to 11:00 p.m.
- 4. [Communication from Christian Infantolino](#), Esq., re: Requesting permission for Conanicut Marine Services, Inc., to serve alcoholic beverages aboard *The Jamestown*, *The MV Katherine* and *The Coastal Queen* while at dockside at several stops in Newport Harbor for the 2025 season (Approve)

**LICENSES AND PERMITS**

- 5. [Sunday Selling License Renewals](#), Class A Liquor Stores (list attached)
- 6. [Action Item #6374/25](#) – RE: Show Cause Hearing: Pyramid Club, d/b/a Pyramid Club - Operating Without a Valid Class D Alcoholic Beverage License (Continued from February 26, 2025)
- 7. [Application of Cinnamon, LLC](#), 140 Broadway, holder of a Class C alcoholic beverage license to transfer ownership to Pivotal Brewing Company Newport, LLC (Todd A. Nicholson-100%) , d/b/a Pivotal Brewing Company at the same premises (Hearing)

***Adjourn as Board of License Commissioners and convene as Council***

- 1. **PUBLIC HEARING-** [Tourism Marketing District](#) (w/accompanying resolution)
- 2. **CONSENT CALENDAR** (THE CONSENT CALENDAR IS APPROVED IN ITS ENTIRETY UNLESS THE COUNCIL REMOVES AN ITEM FOR DISCUSSION. ALL LICENSES ARE GRANTED SUBJECT TO COMPLIANCE WITH ORDINANCES (#31-80 AND #98-40).
  - a. [Minutes of the Council Meeting](#) held on February 26, 2025 (Approve)
  - b. Special Events:
    - 1. [Newport Historical Society](#), d/b/a Two Lights for Liberty, Colony House; April 18, 2025 from 6:00 p.m. to 8:00 p.m.
    - 2. [Audrain Automobile Museum](#), Inc., d/b/a Driving Miss Daffy Parade; April 27, 2025 from 8:00 a.m. to 11:00 p.m.
    - 3. [Newport Art Museum](#), d/b/a Ebb & Flow Oyster Event, Newport Art Museum; May 4, 2025 from 12:00 p.m. to 2:00 p.m.
    - 4. [Newport Art Museum](#), d/b/a Sean Landers Opening, Newport Art Museum; May 9, 2025 from 5:00 p.m. to 7:00 p.m.
    - 5. [Newport Historical Society](#), d/b/a Newport 1775 Exhibition Opening, 82 Touro St.; May 15, 2025 from 5:30 p.m. to 7:30 p.m.
    - 6. [Newport Elks](#), d/b/a Flea Markets, 141 Pelham St.; 5/24/25, 6/21/25, 8/23/25, 9/20/25, 10/18/25 & 11/29/25 from 8:00 a.m. to 4:00 p.m.
    - 7. [Bike Newport](#), d/b/a Elliot’s Ride for Everyone, Hazard Rd. and Ocean Avenue, June 7, 2025 from 9:00 a.m. to 12:00 p.m.  
~ Request closure of Hazard Rd. and Ocean Ave. from Carroll Avenue to Harrison Avenue
    - 8. [Martin Luther King Jr. Center](#), d/b/a MLK/Butler Basketball, courts behind MLK Center; June 19, 2025 from 8:00 a.m. to 6:00 p.m.
    - 9. [Daniel Cano Restrepo](#), d/b/a Newport Pride Festival & Parade, Great Friends Meeting House; June 28, 2025 from 11:00 a.m. to 6:00 p.m.
    - 10. [Jacki Lane](#), d/b/a Breast Cancer Fundraising Fitness Class, Toppa Field; June 29, 2025 from 9:00 a.m. to 12:00 p.m.
    - 11. [Jesus Savior Church](#), d/b/a Summer Bazaar, 1 Vernon Ave.; July 24, 25 & 26, 2025 from 5:00 p.m. to 11:00 p.m.

12. [Bike Newport](#), d/b/a 10-Spot Ride, various locations; August 23, 2025 from 11:00 a.m. to 4:00 p.m.
- c. 2025 Holiday Selling License Renewals ([List attached](#))
- d. [Communication from Suzanna Laramée](#), re: Resignation from the Sister City Commission (Receive with regret)
- e. [Communication from Joan Johnson-Freese](#), re: Resignation from the Affirmative Action Commission (Receive with regret)

## **LICENSES AND PERMITS**

3. [Mobile Food Truck License](#), Renewal, Newport Creamery, LLC, d/b/a Newport Creamery, 781 Tiogue Ave., Coventry, RI
4. [Victualing License](#), New, Pivotal Brewing Company Newport, LLC, d/b/a Pivotal Brewing Company, 140 Broadway
5. [Entertainment License](#), New, Pivotal Brewing Company Newport, LLC, d/b/a Pivotal Brewing Company, 140 Broadway (First Hearing)
6. [Entertainment License](#), New, HTLVI Newport TRS, LLC, d/b/a Hotel Viking, One Bellevue Ave. for an annual Class A and Class B entertainment license from 11:00 a.m. to 11:00 p.m., outdoors Wednesday, Thursday, Friday, Saturday and Sundays and before a Monday Holiday until 9:40 p.m. (Second Hearing)

## **7. APPOINTMENTS TO BOARDS AND COMMISSIONS**

### **Appointments:**

**Historic District Commission:** Brooke Richter – Alternate, three-year term, expires 3/12/2028- continued from March 12, 2025

**Affirmative Action Commission:** Sherri Hollins – three-year term, expires 3/26/2028

**Sister City Commission:** Erin Donovan-Boyle– three-year term, expires 4/24/2027

## **COMMUNICATIONS**

8. [Communication from Paige Myatt](#), Director of Climate Resilience, re: Update on Regional Resilience Work
9. [Communication from CRMC](#), re: Application for SW 45, LLC for a State of Rhode Island Assent, 20 Commercial Wharf, Plat 27 Lot 46, Newport Harbor, to expand the marina perimeter limit of the Newport Yachting Center from 3.44 acres to 3.89 acres and replace & reconfigure floating docks (Receive and refer to the Waterfront Commission)

## **COMMUNICATIONS FROM THE CITY MANAGER**

10. [Action Item #6393/25](#) – RE: CRMC File No. 2024-12-052 - Application of Harbor Realty, LLC, c/o Thomas Abruzese - Waites Wharf: Construct/Reconfigure Existing Pier Configuration, Installation of New Floating Docks, Establish a New Marine Perimeter Limit
11. [Action Item #6394/25](#) – RE: Memorandum of Agreement – City of Newport, Rhode Island Public Transit Authority and Discover Newport – Gateway Center Restroom Access and Cleaning Services - Period of November 1, 2025 through December 31, 2025 (w/accompanying resolution)
12. [Action Item #6395/25](#) – RE: Contract Amendment #2-VHB-Site Investigation-Harrison Avenue Dump Site (w/accompanying resolution)
13. [Action Item #6396/25](#) – RE: Cooperation Agreement – Housing Authority – Park Holm Phase V (w/accompanying resolution)
14. [Action Item #6397/25](#) – RE: Ordinance Amendment – Title 10.32.070 “Residential Parking Permits” (w/accompanying ordinance)
15. [Action Item #6398/25](#) – RE: Adopting the 2026-2030 Capital Improvement Program in concept (w/accompanying resolution)

## **ORDINANCES**

16. [Amending Section 2.120.010](#), entitled, “Fees for permits and licenses” (Second Reading)
17. [Amending Section 12.28.100\(D\)](#), entitled, “City piers and docks” (Second Reading)
18. [Amending Section 17.04.050](#), entitled, “General Provisions” (Second Reading)
19. [Amending Section 17.16.020](#), entitled, R-3 Residential District, “Use regulations” & Section 17.16.040, entitled “Setback requirements” (Second Reading)
20. [Amending Section 17.20.020](#), entitled, R-10 Residential District, “Use regulations” (Second Reading)
21. [Amending Section 17.24.020](#), entitled R-10A Residential District, “Use regulations” (Second Reading)
22. [Amending Section 17.28.020](#), entitled, R-20 Residential District, “Use regulations” (Second Reading)



23. [Amending Section 17.32.020](#), entitled R-40 Residential District, “*Use regulations*” (Second Reading)
24. [Amending Section 17.36.020](#), entitled, R-40A Residential District, “*Use regulations*” (Second Reading)
25. [Amending Section 17.40.020](#), entitled, R-60 Residential District, “*Use regulations*” (Second Reading)
26. [Amending Section 17.44.020](#), entitled, R-120 Residential District, “*Use regulations*” (Second Reading)
27. [Amending Section 17.48.020](#), entitled, R-160 Residential District, “*Use regulations*” (Second Reading)
28. [Amending Section 17.52.020](#), entitled, Limited Business District, “*Use regulations*” (Second Reading)
29. [Amending Section 17.56.020](#), entitled, Waterfront Business District, “*Use regulations*” (Second Reading)
30. [Amending Section 17.60.020](#), entitled, General Business District, “*Use regulations*” (Second Reading)
31. [Amending Section 17.72.010](#), entitled, “*Substandard lots of record- Effective January 1, 2024*” & Section 17.72.030, entitled, “*Alteration to nonconforming development*” (Second Reading)
32. [Amending Section 17.78.020](#), entitled, “*Accessory Uses, Buildings, and Structures- Dimensional Standards*” (Second Reading)
33. [Amending Section 17.112.030](#), entitled, “*Zoning board of review-Composition*” (Second Reading)
34. [Add New Chapter 17.17](#), entitled, “*R-4 Residential District*” (Second Reading)
35. [Add New Chapter, 17.18](#), entitled, “*R-6 Residential District*” (Second Reading)
36. [Add New Chapter, 17.107](#), entitled, “*Temporary Use Permits*” (Second Reading)

RESOLUTIONS

37. [Standing Charter Review Commission](#)- S. Smyth, E. Pinnock
38. [Bridge Realignment Parking](#)- X. Khamsyvoravong, D. Carlin, S. Smyth, C. Holder, E. Pinnock
39. [Youth Commission](#)- S. Smyth, X. Khamsyvoravong, D. Carlin, J. Napolitano, C. Holder, E. Pinnock
40. [Supporting Senate Bill S0678](#) which would implement a parking tax- C. Holder
41. [Supporting the Preservation of Fort Adams](#)- C. Holder

Laura C. Swistak, CMC  
City Clerk

ADJOURN – March 19, 2025

Sunday Selling Class A Liquor Store License Renewals

| DBA                     | Owner                       | Address               |
|-------------------------|-----------------------------|-----------------------|
| Bellevue Wine & Spirits | Bellevue Wine & Spirits LLC | 181 Bellevue Ave.     |
| Point Wine & Spirits    | New Newport Liquor LLC      | 3 Thames St.          |
| Thames Wine & Spirits   | Shiv Wine Corp              | 433 Thames St. Unit 2 |

Holiday Selling License Renewals

| D/B/A                | Owner                    | Address |               |
|----------------------|--------------------------|---------|---------------|
| Anchor Toffee        | Anchor Toffee LLC        | 8       | Bowens Wharf  |
| Beaucoup Café        | Beaucoup Café LLC        | 580     | Thames St.    |
| Bermuda Bay Clothing | Evansco, Inc.            | 119     | Swinburne Row |
| Blink Gallery        | Alexander Nesbitt        | 89      | Thames St.    |
| Broadway Mini Mart   | Broadway Mini Mart Corp. | 316     | Broadway      |
| Diva Boutique        | Chatree Sachayansrisakul | 491     | Thames St.    |
| Folk Vintage         | Folk Vintage LLC         | 446     | Thames Street |

|                                                |                                                |     |                      |
|------------------------------------------------|------------------------------------------------|-----|----------------------|
| Frazzleberries Country Store                   | Frazzleberries LLC                             | 475 | Thames St.           |
| Homeport LLC                                   | Leslie Normann                                 | 138 | Spring Street Unit 1 |
| Kristina Richards                              | Kristina Richards Inc.                         | 108 | William St.          |
| Little Chateau                                 | Little Chateau LLC                             | 13  | Touro St.            |
| Natural Creations                              | Natural Creations, LLC                         | 540 | Thames Street        |
| Natural Elements: A Nature & Science Store LLC | Natural Elements: A Nature & Science Store LLC | 435 | Thames St.           |
| Primavera                                      | Primavera, Inc.                                | 4   | Bowens Wharf         |
| Sail Loft                                      | Evansco, Inc.                                  | 18  | Bowens Wharf         |
| Stop & Shop #701                               | Stop & Shop Supermarket Company LLC, The       | 250 | Bellevue Ave.        |
| Style Newport                                  | Style Newport, LLC                             | 491 | Thames St.           |
| Sunflower Boutique                             | Judith Goodwin                                 | 400 | Thames St. #4        |
| Super Stop and Shop                            | Stop & Shop Supermarket Company LLC, The       | 199 | Connell Highway      |
| Viktoria Sue VS Vintage                        | Maria Spicola Brown                            | 174 | Broadway             |
| Vineyard Vines                                 | Vineyard Vines Retail LLC                      | 139 | Swinburne Row        |
| White House/Black Market #3521                 | White House/Black Market, Inc                  | 49  | Long Wharf Mall      |

3/26/25

RECEIVED

CITY OF NEWPORT, RHODE ISLAND

MAR 17 2025

**DAILY LIQUOR LICENSE APPLICATION**

**CITY CLERK'S OFFICE**

Date: 3/17/25

TO THE HONORABLE COUNCIL OF THE CITY OF NEWPORT:

Specify Class (F, F-1, or F-2 which?) F1 CLASS Liquor License

(Class F is Beer & Wine; Class F-1 is Full Privilege; Class F-2 is Auction)

APPLICANT: Newport Art Museum

DESIGNATION OF APPLICANT(indicate which): Non Profit  
(R.I. Non-Business Corp., Religious Org., Political Org. LLC, Corp or Sole Prop.)

BUSINESS ADDRESS: 76 Bellevue Ave Newport RI 02840

BUSINESS PHONE: 401 619 7982 ALTERNATE PHONE: 203 505 3167

Date(s) of Event: May 4, 2025

Time(s): (specify a.m. or p.m.) 12 pm - 2 pm

Event Name: Ebb & Flow oyster event

Location of Event: NAM

**NOTE: Alcoholic Beverages Must Be Purchased from a Rhode Island Wholesaler Licensee, except Caterers, who must purchase alcoholic beverages from a Rhode Island Class A Package Store.**

APPLICANT: [Signature]  
SIGNATURE

Ellen Kelly, Events Director  
PRINT APPLICANT NAME/TITLE

FOR OFFICE USE ONLY

ACTION BY COUNCIL \_\_\_\_\_ DATE \_\_\_\_\_

FILING FEE \$15.00 DATE PAID 3/17/25 ce

LICENSE FEE DAILY (F=\$15, F-1=\$35, F-2=\$35)

TOTAL LICENSE FEE (for # of 1 Days) IS \$ 35.00 DATE PAID 3/17/25 ce

DATE ISSUED \_\_\_\_\_ ISSUED BY \_\_\_\_\_

#6220

3/26/25

RECEIVED

MAR 17 2025

CITY OF NEWPORT, RHODE ISLAND

**DAILY LIQUOR LICENSE APPLICATION**

**CITY CLERK'S OFFICE**

Date: 3/17/25

TO THE HONORABLE COUNCIL OF THE CITY OF NEWPORT:

Specify Class (F, F-1, or F-2 which?) ☒ F **CLASS Liquor License**

(Class F is Beer & Wine; Class F-1 is Full Privilege; Class F-2 is Auction)

APPLICANT: Newport Art Museum

DESIGNATION OF APPLICANT(indicate which): Non Profit  
(R.I. Non-Business Corp., Religious Org., Political Org. LLC, Corp or Sole Prop.)

BUSINESS ADDRESS: 76 Bellevue Ave Newport RI 02840

BUSINESS PHONE: 401 619 7982 ALTERNATE PHONE: 203 505 3167

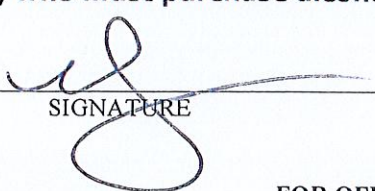
Date(s) of Event: May 9, 2025

Time(s): (specify a.m. or p.m.) 5pm-7pm

Event Name: Sean Sanders opening reception

Location of Event: NAM

**NOTE: Alcoholic Beverages Must Be Purchased from a Rhode Island Wholesaler Licensee, except Caterers, who must purchase alcoholic beverages from a Rhode Island Class A Package Store.**

APPLICANT:   
SIGNATURE

Ellen Kelly / Events Director  
PRINT APPLICANT NAME/TITLE

FOR OFFICE USE ONLY

ACTION BY COUNCIL \_\_\_\_\_ DATE \_\_\_\_\_

FILING FEE \$15.00 DATE PAID 3/17/25 cc

LICENSE FEE DAILY (F=\$15, F-1=\$35, F-2=\$35)

TOTAL LICENSE FEE (for # of 1 Days) IS \$ 15.00 DATE PAID 3/17/25 cc

DATE ISSUED \_\_\_\_\_ ISSUED BY \_\_\_\_\_

#6221





3/26/25

APPLICATION- DAILY LIQUOR  
M9A-PRN

Balance  
\$0.00

| Applicant       | Application # | Submitted    | Issued | Starts | Expires | Identifier |
|-----------------|---------------|--------------|--------|--------|---------|------------|
| Fr. Hiep Nguyen | M9A-PRN       | Mar 14, 2025 | --     | --     | --      | --         |

Applicant Information

APPLICANT

Fr. Hiep Nguyen

✉ jsaviour@jesussaviour.necoxmail.com

☎ (401) 847-1267

📍 1 Vernon Ave, Newport, RI 02840

📍 Same as mailing address

License # 6218

CLASS Liquor License

Specify Class

F

Designation of Applicant

Religious Org

Business Address

1 Vernon Avenue, Newport

Events Information

Date(s) of Event

June 8, 2025

Time(s)

10am-6pm

Event Name/Type

Holy Ghost Feast

Location of Event

1 Vernon Avenue, Newport (parking lot)

NOTE:

Applicant Signature

Fr. Hiep V Nguyen

Council Meeting Date



City of Newport

3/26/25

PRINTOUT

Printed: 3/17/2025

APPLICATION- DAILY LIQUOR  
Y84-HOU

Balance  
\$0.00

| Applicant       | Application # | Submitted    | Issued | Starts | Expires | Identifier |
|-----------------|---------------|--------------|--------|--------|---------|------------|
| Fr. Hiep Nguyen | Y84-HOU       | Mar 14, 2025 | --     | --     | --      | --         |

### Applicant Information

**APPLICANT**

**Fr. Hiep Nguyen**

✉ jsaviour@jesussaviour.necoxmail.com

☎ (401) 847-1267

🏠 1 Vernon Ave, Newport, RI 02840

📍 Same as mailing address

License # 6219

### CLASS Liquor License

**Specify Class**

F

**Designation of Applicant**

Religious Org

**Business Address**

1 Vernon Avenue (parking lot)

### Events Information

**Date(s) of Event**

July 24, 25 & 26

**Time(s)**

5pm-11pm

**Event Name/Type**

Summer Bazaar

**Location of Event**

1 Vernon Avenue, Newport (parking lot)

### NOTE:

**Applicant Signature**

Fr. Hiep V Nguyen

**Council Meeting Date**



MURPHY PRIOR & INFANTOLINO  
ATTORNEYS AT LAW

\_\_\_\_\_  
EMILY J. MURPHY PRIOR\*  
CHRISTIAN S. INFANTOLINO\*\*

\_\_\_\_\_  
JOHN AUSTIN MURPHY, of counsel  
NEALE D. MURPHY  
1904-2003

77 NARRAGANSETT AVENUE  
JAMESTOWN, RI 02835-1149  
(401) 423-0400 TELEPHONE  
(401) 423-7059 FACSIMILE

\*ALSO ADMITTED IN CONNECTICUT  
\*\*ALSO ADMITTED IN MASSACHUSETTS

RECEIVED

MAR 10 2025

CITY CLERK'S OFFICE

March 6, 2025

Laura Swistak  
City Clerk  
Newport City Hall  
43 Broadway  
Newport, RI 02840

RE: Conanicut Marine Services, Inc./ Class G. Liquor License

Dear Commissioners:

This letter constitutes our formal request that pursuant to RIGL § 3-7-15, the City of Newport grants us permission to serve alcoholic beverages to our patrons aboard our ferries, The Jamestown, the MV Katherine and The Coastal Queen, while at dockside at our several stops in Newport Harbor for the 2025 season.

Should the Commission wish to discuss any aspect of this request, we would be pleased to appear at its convenience. Please let us know if this will be required.

Very truly yours,

Christian Infantolino, Esq.  
Murphy Prior & Infantolino

Enclosures: Class G Liquor Licenses  
Copy of RIGL § 3-7-15

Cc: William S. Munger



*State of Rhode Island*  
*Department of Business Regulation*  
*Liquor Section*



**Marine Vessel Class G Beverage License**

Conanicut Marine Services, Inc. MV The Jamestown a corporation of Rhode Island  
has been granted this, a retailer's beverage license Class G, under 3-7-15, Title 3, of the General Laws of Rhode Island, 1956 as amended, authorizing the holder hereof within the State of Rhode Island, to keep for sale and to serve in its passenger carrying marine vessels, beverages for the consumption therein or thereon, but only when actually en route.

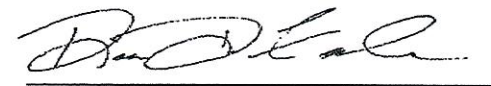
This license shall expire one year from its date and be good throughout the State of Rhode Island, and it shall be kept posted in the passenger carrying marine vessel of the licensee where such beverages are sold.

This license is subject to such conditions, rules and regulations of the Department Business Regulation as established, or shall in the future establish, and to the terms and provisions of Title 3 of the General Laws of Rhode Island, 1956, as amended.

IN WITNESS WHEREOF, the Associate Director has caused this license to be issued and authenticated by his/her signature.

LICENSE NUMBER: CG.0000688-MV

DATE OF ISSUANCE: 03/08/2025

  
ASSOCIATE DIRECTOR

POST THIS LICENSE IN A CONSPICUOUS PLACE





*State of Rhode Island*  
*Department of Business Regulation*  
*Liquor Section*



**Marine Vessel Class G Beverage License**

Conanicut Marine Services Inc MV Katherine a corporation of Rhode Island  
has been granted this, a retailer's beverage license Class G, under 3-7-15, Title 3, of the General Laws of Rhode Island, 1956 as amended, authorizing the holder hereof within the State of Rhode Island, to keep for sale and to serve in its passenger carrying marine vessels, beverages for the consumption therein or thereon, but only when actually en route.

This license shall expire one year from its date and be good throughout the State of Rhode Island, and it shall be kept posted in the passenger carrying marine vessel of the licensee where such beverages are sold.

This license is subject to such conditions, rules and regulations of the Department Business Regulation as established, or shall in the future establish, and to the terms and provisions of Title 3 of the General Laws of Rhode Island, 1956, as amended.

IN WITNESS WHEREOF, the Associate Director has caused this license to be issued and authenticated by his/her signature.

LICENSE NUMBER: CG.0000689-MV

DATE OF ISSUANCE: 03/15/2025

ASSOCIATE DIRECTOR

POST THIS LICENSE IN A CONSPICUOUS PLACE



*State of Rhode Island*  
*Department of Business Regulation*  
*Liquor Section*



**Marine Vessel Class G Beverage License**

Conanicut Marine Services, Inc. MV Coastal Queen a corporation of Rhode Island  
has been granted this, a retailer's beverage license Class G, under 3-7-15, Title 3, of the General Laws of Rhode Island, 1956 as amended, authorizing the holder hereof within the State of Rhode Island, to keep for sale and to serve in its passenger carrying marine vessels, beverages for the consumption therein or thereon, but only when actually en route.

This license shall expire one year from its date and be good throughout the State of Rhode Island, and it shall be kept posted in the passenger carrying marine vessel of the licensee where such beverages are sold.

This license is subject to such conditions, rules and regulations of the Department Business Regulation as established, or shall in the future establish, and to the terms and provisions of Title 3 of the General Laws of Rhode Island, 1956, as amended.

IN WITNESS WHEREOF, the Associate Director has caused this license to be issued and authenticated by his/her signature.

LICENSE NUMBER: CG.0000734-MV

DATE OF ISSUANCE: 04/19/2025

ASSOCIATE DIRECTOR

POST THIS LICENSE IN A CONSPICUOUS PLACE





*State of Rhode Island*  
*Department of Business Regulation*  
*Liquor Section*



**Marine Vessel Class G Beverage License**

Conanicut Marine Services, Inc. MV Coastal Queen a corporation of Rhode Island  
has been granted this, a retailer's beverage license Class G, under 3-7-15, Title 3, of the General Laws of Rhode Island, 1956 as amended, authorizing the holder hereof within the State of Rhode Island, to keep for sale and to serve in its passenger carrying marine vessels, beverages for the consumption therein or thereon, but only when actually en route.

This license shall expire one year from its date and be good throughout the State of Rhode Island, and it shall be kept posted in the passenger carrying marine vessel of the licensee where such beverages are sold.

This license is subject to such conditions, rules and regulations of the Department Business Regulation as established, or shall in the future establish, and to the terms and provisions of Title 3 of the General Laws of Rhode Island, 1956, as amended.

IN WITNESS WHEREOF, the Associate Director has caused this license to be issued and authenticated by his/her signature.

LICENSE NUMBER: CG.0000734-MV

DATE OF ISSUANCE: 04/19/2025

ASSOCIATE DIRECTOR

POST THIS LICENSE IN A CONSPICUOUS PLACE

# Sunday Selling Class A Liquor Store License Renewal

| <i>DBA</i>              | <i>Owner Name</i>           | <i>Business Address</i> |
|-------------------------|-----------------------------|-------------------------|
| Bellevue Wine & Spirits | Bellevue Wine & Spirits LLC | 181 Bellevue Ave.       |
| Point Wine & Spirits    | New Newport Liquor LLC      | 3 Thames St.            |
| Thames Wine & Spirits   | Shiv Wine Corp              | 433 Thames St. Unit 2   |



City of Newport  
**REQUEST FOR ACTION BY CITY COUNCIL, SITTING AS  
BOARD OF LICENSE COMMISSIONERS**

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To: Council Chair Charles Holder and Members of the Board of License Commissioners  
From: Colin K. Kennedy, MPA, City Manager *C. K.*  
Date: January 14, 2025  
Subject: Show Cause Hearing: Pyramid Club, d/b/a Pyramid Club  
Operating Without a Valid Class D Alcoholic Beverage License  
Staff Presentation:

**RECOMMENDATION:**

It is recommended that the licensee show cause as to why their Class D alcoholic beverage license should not be suspended or revoked, or a fine imposed, for operating without a valid liquor license. The licensee has failed to meet the conditions for the renewal of the liquor license, which expired on December 1, 2024, in the following manner:

- failure to provide liability insurance
- failure to submit the Secretary of State Letter of good Standing ✓
- failure to receive clearance from the City of Newport Fire Department ✓
- failure to pay daily late fees

**BACKGROUND AND FINDINGS:**

The City Clerk's Office had made several attempts to contact the licensee regarding the outstanding issues, which are in violation of the state laws and City ordinances cited in the attached Complaint. No response has been received to date indicating resolution of the outstanding issues.

**PREVIOUS LEGISLATIVE ACTION**

**FISCAL IMPACT**

\_\_\_ Currently Budgeted (Account: \_\_\_\_\_) \_\_\_ Requires additional appropriation \_\_\_ No Fiscal Impact

**SUPPORTING DOCUMENTS**

Notice of Service mailed January 14, 2025  
Complaint

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Finance Dept. Review: \_\_\_\_\_ Date By: \_\_\_\_\_ (if applicable)

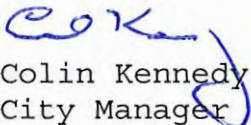
*Continued to 2/26/25*  
*Continued to 3/12/25*  
*Continued to 3/26/25*



CITY OF NEWPORT  
BOARD OF LICENSE COMMISSIONERS

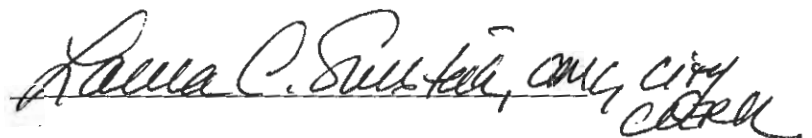
TO: Pyramid Club  
Jonathan Hurt, President  
d/b/a Pyramid Club  
32-34 Dr. Marcus Wheatland Blvd.  
Newport, RI 02840

Please take notice that the within Complaint will be called for hearing before the 22<sup>nd</sup> day of January 2025, at 6:30 p.m., City Hall, Council Chambers, 43 Broadway, Newport, RI or as soon thereafter as the matter may be heard.

  
Colin Kennedy  
City Manager

C E R T I F I C A T E

I, LAURA C. SWISTAK, hereby certify that on the 14 day of JANUARY, I ~~delivered~~ <sup>MAILED</sup> a true copy of the foregoing Complaint to PYRAMID CLUB in his/her capacity as OWNER at the above-named establishment.

  
Laura C. Swistak, City Clerk

CITY OF NEWPORT  
BOARD OF LICENSE COMMISSIONERS

Colin Kennedy, in his  
capacity as City Manager

vs.

Pyramid Club  
d/b/a Pyramid Club  
Jonathan Hurt, President  
32-34 Dr. Marcus Wheatland Blvd.  
Newport, RI 02840

**C O M P L A I N T**

Colin Kennedy, in his capacity as City Manager of the City of Newport, hereby complains that the above-named liquor licensee has violated the following statutory and/or regulatory provisions of the General Laws of Rhode Island, the Regulations of the Liquor Control Administrator, and/or the Rules and Regulations of the Board of License Commissioners of the City of Newport in the following specifications:

Said licensee has been operating since December 1, 2024, without an alcoholic beverage license and victualing license, and failed to meet the provisions of Section 3-5-1 of the Rhode Island General Laws, and Section 5.12.010 of the Codified Ordinances of the City of Newport for the issuance of its Class p alcoholic beverage licenses by:

- 1) failing to provide liability insurance;
- 2) failing to submit the Secretary of State Letter of Good Standing;
- 3) failing to receive clearance from the fire department;
- 4) failing to pay daily late fees.

WHEREFORE, the Director of Public Safety requests the Board of License Commissioners to take such action against the liquor license of the defendant licensee as the Board of License Commissioners deems fair and just.

  
Colin Kennedy  
City Manager

3/26/25

RECEIVED

CITY OF NEWPORT  
Board of Licensing Commissioners

FEB 27 2025

APPLICATION FOR TRANSFER OF ALCOHOLIC BEVERAGE LICENSE

DATE 2/7/25

CITY CLERK'S OFFICE

Check Here That Applicant(s) has/have presented himself/herself at the B.C.I. Section of the Newport Police Department for fingerprinting and a routine check has been completed. \_\_\_\_\_

CLASS \_\_\_\_\_ A \_\_\_\_\_ BL \_\_\_\_\_ BT \_\_\_\_\_ BV X C \_\_\_\_\_ D \_\_\_\_\_ E \_\_\_\_\_ J

TYPE OF TRANSFER X OWNERSHIP \_\_\_\_\_ LOCATION \_\_\_\_\_ STOCK \_\_\_\_\_

OTHER, Explain \_\_\_\_\_

NAME OF TRANSFEROR Cinnamon LLC

D/B/A \_\_\_\_\_ TEL. # 401-480-5089

BUSINESS ADDRESS 140 BROADWAY, NEWPORT, RI

Transferor hereby petitions the Licensing Board to transfer the said license to:

NAME OF TRANSFEREE Pivotal Brewing Company Newport, LLC

D/B/A Pivotal Brewing Company TEL. # 401-638-1100

NEW LOCATION, if applicable \_\_\_\_\_

If Change of Stockholders, List OLD & NEW Stockholders: (attach separate sheet if necessary)

\_\_\_\_\_  
\_\_\_\_\_

[Signature]

TRANSFEROR SIGNATURE

WITNESS OF LICENSING BOARD OR NOTARY PUBLIC

Deuk Savs

PRINT NAME

8/1/2026

DATE OR DATE COMMISSION EXPIRES IF NOTARY



[Signature]

TRANSFEEE SIGNATURE

WITNESS OF LICENSING BOARD OR NOTARY PUBLIC

Todd A. Nicholson

PRINT NAME

DATE OR DATE COMMISSION EXPIRES IF NOTARY

Office Use Only

FEE PAID \$ 800 DATE PAID 3/3/25

License Issued by: \_\_\_\_\_ Date Issued: \_\_\_\_\_

ACTION OF COUNCIL \_\_\_\_\_ ACTION DATE \_\_\_\_\_



STATE OF RHODE ISLAND  
BOARD OF LICENSING COMMISSIONERS

Newport

APPLICATION FOR LICENSE FOR CORPORATION OR LLCRETAILER CLASS:  License Number

OWNERSHIP: Pivotal Brewing Company Newport, LLC

D/B/A Pivotal Brewing Company

Premises: 140 Broadway, Newport, RI 02840

State - Incorporated:  Date of Incorporation:  Business Telephone No: 

Name, Address and Tel. # of All Officers (if LLC, List Manager under President and change title to "Manager"):

| TITLE      | NAME              | HOME ADDRESS                          | TELEPHONE    |
|------------|-------------------|---------------------------------------|--------------|
| President  | Todd A. Nicholson | 64 High St, Unit N, Bristol, RI 02809 | 508-454-1667 |
| Vice-Pres. | Same as above     |                                       |              |
| Secretary  | Same as above     |                                       |              |
| Treasurer  | «reasurer»        |                                       |              |

| Name of Each Director/Board Member | Address                               |
|------------------------------------|---------------------------------------|
| Todd Nicholson                     | 64 High St, Unit N, Bristol, RI 02809 |
|                                    |                                       |
|                                    |                                       |
|                                    |                                       |

Mailing Address: Choose a) Business Address, or b) Owner Address, or c) Other. If Other Please specify below:

500 Wood St, Unit 111, Box 3, Bristol, RI 02809

| If Corporation, Classes of Stock:                       | Amount of This Class Authorized: | Amount of This Class Issued: |
|---------------------------------------------------------|----------------------------------|------------------------------|
|                                                         |                                  |                              |
|                                                         |                                  |                              |
|                                                         |                                  |                              |
| Name Registered Stock Owners OR LLC Members w/%interest | Class(es) of Stock               | Amount of Stock OR LLC %     |
| Todd A Nicholson                                        |                                  | 100%                         |
|                                                         |                                  |                              |
|                                                         |                                  |                              |
|                                                         |                                  |                              |

-----DO NOT WRITE BELOW THIS LINE-----

Filing Fee:  Date Paid:  License Fee:  Date Paid: 

Approved by Council \_\_\_\_\_ Disapproved by Council \_\_\_\_\_

Issued By \_\_\_\_\_ Date \_\_\_\_\_ License &amp; Section 5.12 Received by \_\_\_\_\_

D/B/A : «DBA»

• For each yes and no question, please write in YES if yes or NO if no.

◆ Where necessary, use additional pages for explanations.

Is any of the above stock pledged?  • If yes, provide details:

Is application on behalf of undisclosed principal or party in interest?  • If yes, give details:

Does Applicant Own Premises?  • Property Mortgaged?  • Property Leased? ☒ •

If Mortgaged or Leased: Amount of Extent:

Name and Address of Mortgagee or Lessee:

Have any of the applicants ever been arrested or convicted of a crime?  • If yes, explain:

Is any other business to be carried on in Licensed Premises?  • If yes, explain:

Is any Officer, Board Member, Stockholder engaged in any manner as a Law Enforcement Officer?  • If yes, explain:

Do any of the applicants have any interest, direct or indirect, as principle or associate, or in any manner whatsoever, in any retail license issued under Ch.. 3-7 of R.I.G.L., 1956, as amended?  • If yes, explain:

Is Applicant the owner or operator of any other business?  • If yes, explain (use separate page if necessary.)

State amount of capital invested in the business.

Certificate of Liability Insurance and Proof of Worker's Compensation Insurance must be attached.

I hereby certify that the above statements are true to the best of my knowledge and belief:

Signature of Applicant \* (see note below)

Date of Signature

WITNESS of Licensing Board or NOTARY PUBLIC

Date Commission Expires (for Notary)

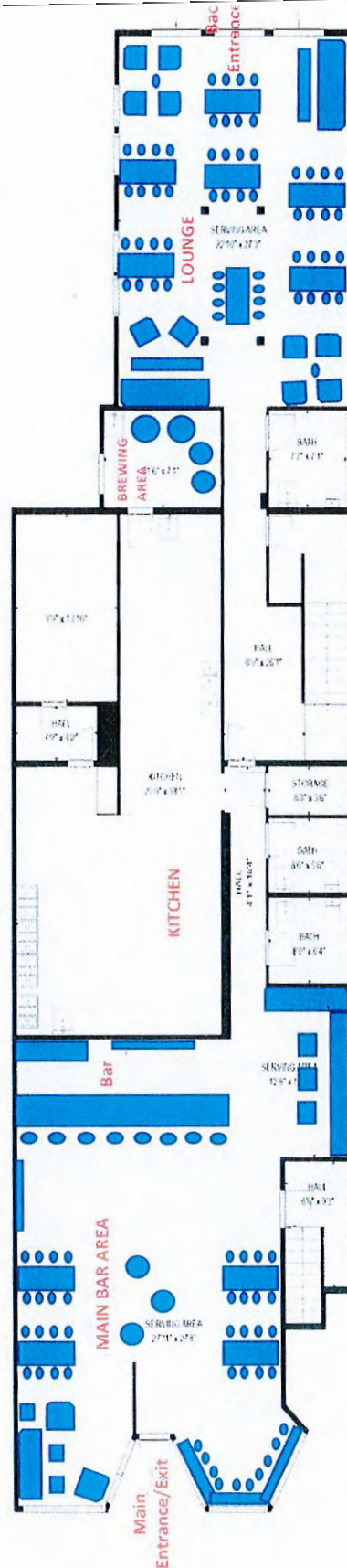
**\*NOTE: For new, transfer, expansion, or renewal the owner(s) must sign. In a corporation, the officers should sign; in an LLC, the "designated manager" and a member are to sign. We are no longer to accept the signature of a manager or attorney on behalf of the owner.**

1. Every question on Application Form must be answered. Any false statement made by the Applicant will be sufficient grounds for the denial of the application or the revocation of the license in case one has been granted.
2. Corporations having 25 or more stockholders need not file a list of the names and addresses of Stockholders (Question #8).
3. Attention is called to the requirements of the 1963 amendment of Section 3-5-10 of the General Laws.
  - a. All newly elected officers or directors must be reported to the Board of License Commissioners within 30 days.
  - b. Any acquisition by any person of more than ten percent (10%) of any class of corporate stock must be reported within 30 days.
  - c. Any transfer of fifty percent (50%) or more of any class of corporate stock can be made only by written application to the licensing board subject to the procedures for a transfer of a license.

FEB 27 2025

CITY CLERK'S OFFICE

GROUND LEVEL



GROSS INTERNAL AREA

Below Ground: 0 sq. ft, Below Ground: 2565 sq. ft, FLOOR 3: 1002 sq. ft

EXCLUDED AREAS: STORAGE: 650 sq. ft, UNFINISHED BASEMENT: 467 sq. ft, DECK: 400 sq. ft,

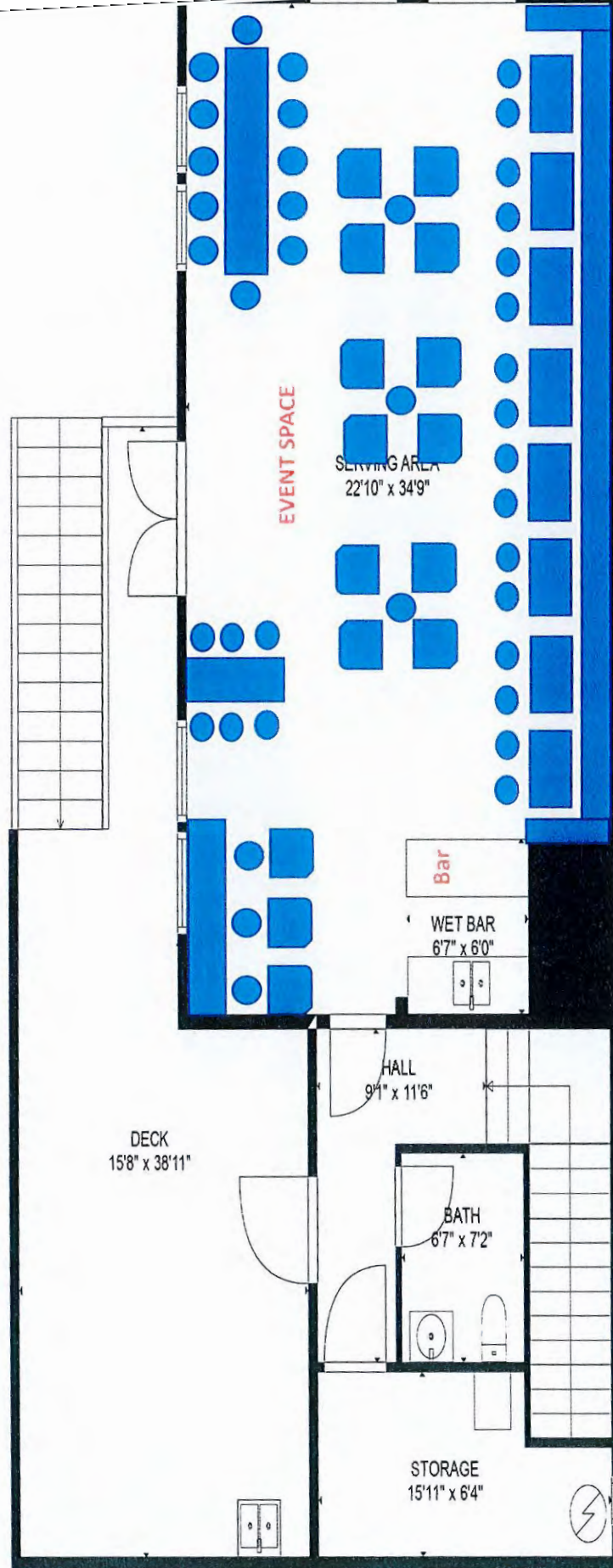
BALCONY: 94 sq. ft

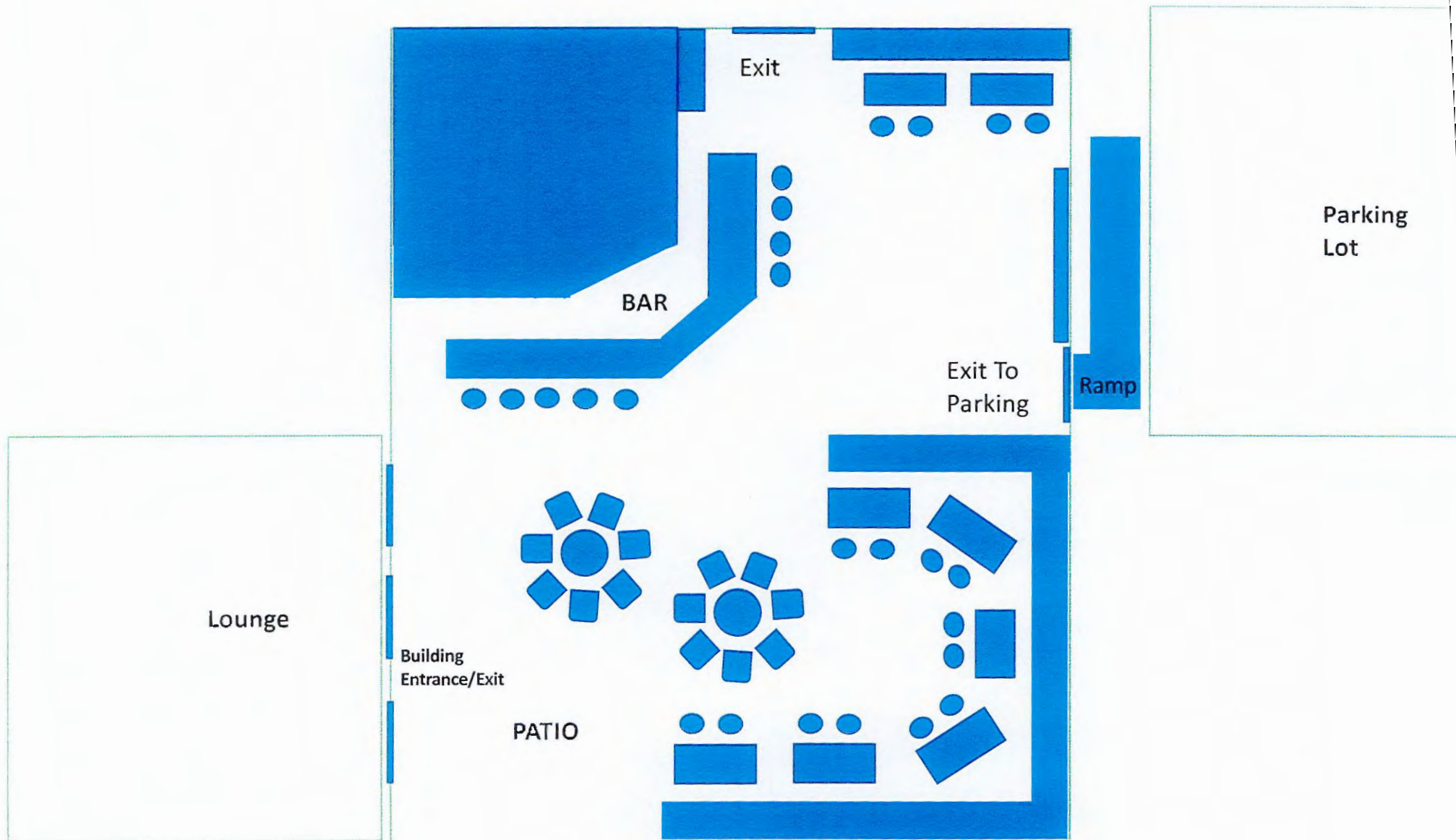
TOTAL: 3567 sq. ft

SIZES AND DIMENSIONS ARE APPROXIMATE, ACTUAL MAY VARY.



2ND FLOOR





**CITY OF NEWPORT**

**RESOLUTION  
OF THE  
COUNCIL**

**No. \_\_\_\_\_**

- WHEREAS: the City Clerk did receive a written petition for lodging businesses to create the Newport Tourism Marketing District (NTMD) pursuant to the Tourism Improvement Districts Act, Chapter 45-59.1 G.L.R.I. (TID Act); AND
- WHEREAS: that the NTMD would be established in accordance with the tourism district plan submitted (District Plan) for a ten (10) year term, beginning March 26, 2025 and ending ten (10) years from its start date; AND
- WHEREAS: by Resolution No. 2025-17 adopted by the Council at its meeting on February 12, 2025, the Council did express its intent to form the NTMD and scheduled a public hearing for March 26, 2025; AND
- WHEREAS: the public hearing to consider the establishment of the NTMD has been properly noticed in accordance with TID Act §45-59.1-7; AND
- WHEREAS: on March 26, 2025 at the Council Chambers located at 43 Broadway, 2<sup>nd</sup> Floor, Newport, RI 02840, the City Council held a public hearing regarding the establishment of the NTMD, and the City Council heard and received all protests, if any, to the establishment of the NTMD and the levy of the proposed assessment; AND
- WHEREAS: the City Clerk has determined that there was no majority protest received as described in TID Act §45-59.1-7 (c); AND
- WHEREAS: the City Council finds that the businesses within the proposed tourism improvement district will benefit from the activities and improvements funded by the tourism improvement district assessments; NOW THEREFORE BE IT
- RESOLVED: that after a public hearing with no majority protest thereon, the NTMD is hereby established in accordance with the tourism district plan submitted (District Plan) for a ten (10) year term, beginning March 26, 2025 and ending ten (10) years from its start date; AND BE IT FURTHER



RESOLVED: that the activities to be provided to benefit businesses in the NTMD as set forth in the District Plan will be funded by the proceeds of assessments. The revenue from the assessments within the NTMD shall not be used for any purpose other than the purposes specified in the District Plan, as authorized or modified by the City Council at the hearing concerning establishment of the NTMD; AND BE IT FURTHER

RESOLVED: that the assessments levied for the NTMD shall be applied towards sales, marketing and advertising, and destination development activities and improvements to market Newport lodging businesses as tourist, meeting and event destinations, and other improvements and activities as set forth in the District Plan, including Community Grants of five percent (5%); AND BE IT FURTHER

RESOLVED: that the assessment for the entire NTMD will total approximately \$494,950 in year one (1). A similar assessment budget is expected to apply in subsequent years, but this assessment budget is expected to fluctuate as room sales do, as businesses open and close, and if the assessment is increased pursuant to the District Plan; AND BE IT FURTHER

RESOLVED: that the assessment rate may increase based on per room stay per night incrementally, up to the maximum allowable rates as follows: the initial assessment rate will be \$1.50; the assessment rate in year two (2) shall not exceed \$2.00; the assessment rate in years three (3) and four (4) shall not exceed \$4.00; the assessment rate in years five (5) through ten (10) shall not exceed \$5.00. Based on the benefit received, assessments will not be collected on: stays of more than thirty (30) consecutive days; and any stays exempted pursuant to State of Rhode Island – Division of Taxation Hotels and Other Accommodations Sales and use Tax & Hotel Regulation 280-RICR-20-70-51 and R.I.G.L. Chapter 44-18 Sales and Use Taxes-Liability and Computation; AND BE IT FURTHER

RESOLVED: that the NTMD shall include all lodging businesses., now existing and in the future, with eighteen (18) rooms or more available for public occupancy located within the boundaries of the City of Newport. A lodging business shall not be combined with other properties under the same ownership to meet the room count threshold. Reference is made to the boundary map contained in the District Plan which is incorporated herein by reference; AND BE IT FURTHER

RESOLVED: that the City of Newport will be responsible for collecting the assessment on a monthly basis (including any delinquencies, interest and overdue charges) from each assessed lodging business located in the boundaries of the NTMD. The City shall make all reasonable efforts to collect the assessments from each assessed lodging business and shall retain four (4%) percent of all NTMD assessment revenue to cover the cost of collections, administration and costs incurred pursuing payment of delinquent assessments; AND BE IT FURTHER

RESOLVED: that Discover Newport shall serve as the NTMD's Owners' Association. The Owners' Association is charged with managing funds and implementing programs in accordance with the District Plan, and must provide annual reports to the City Council. Discover Newport shall create a District Management Committee composed of a majority of assessed business owners, or their authorized representatives, who shall be charged with managing the funds raised by NTMD and fulfilling the obligations of the District Plan; AND BE IT FURTHER

RESOLVED: that the businesses in the NTMD established by this resolution shall be subject to any amendments to the TID Act; AND BE IT FURTHER

RESOLVED: the adoption of this authorizing resolution shall constitute the levy of assessments in each of the years referred to in the District Plan; AND BE IT FURTHER

RESOLVED: that this Resolution shall take effect immediately upon its adoption by the City Council.

IN COUNCIL  
READ AND PASSED

---

Laura C. Swistak, CMC  
City Clerk



November 21, 2024

To Members of the Newport City Council:

*RE: Changes to the proposed Newport Tourism Marketing District plan*

Enclosed is the revised Newport Tourism Marketing District plan. As a refresher, the original plan was tabled at the August 14, 2024 council meeting. Our takeaway from that meeting was the Council was looking for a few changes to the district plan in order to pass the resolution. Below is a summary of the changes that were made to the plan.

#### Section III

- Added a Community Grant of 5% that the City can apply for:
  - Examples
    - Public bathrooms (Cliff Walk, Long Wharf Mall, etc)
    - Trash cans throughout the district boundaries
    - Beautification throughout the district boundaries
    - Workforce development for hospitality industry
- Jurisdiction Administration Fee
  - Increase fee from 3% to 4%

#### Section IV-C Collections/Overdue Charges

- Change fee from 3% to 4%
- Added language the NTMD would bear the liability to cover any legal costs for overdue charges.

#### Section VI-A District Management Committee Structure

- The number of committee members changed from 9 to 8 and removed the City Councilor from the City of Newport

The goal of the district is to increase off-season mid-week business. The direct benefits to the city in having a tourism improvement district are increased hotel and meals & beverage taxes. Indirectly, the city is supporting the local economy, from an increase in the hotel revenue that will fuel job creation, to the amounts visitors spend at attractions and local shops. The impact of the district on the generation of positive media coverage has been and will continue to be very positive for the city. We look forward to presenting this to the City Council and answering any questions you may have.

Sincerely,

Evan Smith  
President & CEO



**Swistak, Laura**

---

**Subject:** FW: Next steps for Tourism Marketing district application  
**Attachments:** 02142025113424-0001.pdf

**From:** Evan Smith <esmith@discovernewport.org>  
**Sent:** Friday, February 14, 2025 11:59 AM  
**To:** Behan, Christopher <cbehan@cityofnewport.com>; Kennedy, Colin <ckennedy@CityofNewport.com>  
**Cc:** Swistak, Laura <lswistak@CityofNewport.com>; Alyson Adkins <aadkins@discovernewport.org>; Kathryn Farrington <kfarrington@discovernewport.org>; Tim Walsh <twalsh@discovernewport.org>; Tiffany Gallagher <tgallagher@civitasadvisors.com>  
**Subject:** RE: Next steps for Tourism Marketing district application

**NOTICE: This email has originated outside the organization. Please confirm you know the sender before clicking any links or opening any attachments.**

Chris, Thanks for the confirmation of the next steps. I just wanted to let you know that the number of applicable lodging properties has grown to 20. See list below. – Evan

1. Newport Marriott
2. Newport Harbor Island Resort
3. Hotel Viking
4. The Wayfinder
5. Newport Harbor Hotel
6. Hammett's Wharf Hotel
7. Brenton Hotel
8. Vanderbilt Hotel
9. Castle Hill Inn
10. Ocean Cliff Resort
11. 41 North Hotel
12. Mill Street Inn
13. Yankee Peddler Inn
14. Jailhouse Inn
15. The Chanler
16. Francis Malbone House
17. Admiral Fitzroy Inn
18. Gardiner House Hotel
19. The Wellington
20. The Island House ( new hotel on Memorial Blvd)

# Tourism Improvement Tracker-60% needed

| HID | NAME                                                                     | ADDRESS                  | # OF ROOMS   | Property Percentage | Petition Signed | Petition Weight |
|-----|--------------------------------------------------------------------------|--------------------------|--------------|---------------------|-----------------|-----------------|
| 1   | Newport Marriott                                                         | 25 America's Cup Avenue  | 320          | 20.53%              | Y               | 20.53%          |
| 2   | Newport Harbor Island Resort                                             | 1 Goat Island            | 257          | 16.48%              | Y               | 16.48%          |
| 3   | Hotel Viking                                                             | 1 Bellevue Avenue        | 208          | 13.34%              | Y               | 13.34%          |
| 4   | Newport Harbor Hotel & Marina                                            | 49 America's Cup Avenue  | 133          | 8.53%               | Y               | 8.53%           |
| 5   | Castle Hill Inn & Resort                                                 | 590 Ocean Avenue         | 33           | 2.12%               | Y               | 2.12%           |
| 6   | The Vanderbilt - Auberge Resorts Collection (Previously the Grace Hotel) | 41 Mary Street           | 33           | 2.12%               |                 | 0.00%           |
| 7   | The Wayfinder (Previously: MainStay Hotel and Conference)                | 151 Admiral Kalbfus Road | 187          | 11.99%              | Y               | 11.99%          |
| 8   | Jailhouse Inn                                                            | 13 Marlborough Street    | 23           | 1.48%               |                 | 0.00%           |
| 9   | Mill Street Inn                                                          | 75 Mill Street           | 23           | 1.48%               | Y               | 1.48%           |
| 10  | Forty One North LLC                                                      | 351 Thames Street        | 28           | 1.80%               |                 | 0.00%           |
| 11  | Chanler At Cliff Walk, The                                               | 117 Memorial Blvd        | 20           | 1.28%               | Y               | 1.28%           |
| 12  | OceanCliff Hotel - Newport Time Resorts                                  | 65 Ridge Road            | 24           | 1.54%               | Y               | 1.54%           |
| 13  | The Brenton Hotel                                                        | 31 America's Cup Ave     | 57           | 3.66%               | Y               | 3.66%           |
| 14  | The Hammetts Wharf Hotel 84                                              | 4 Commercial Wharf       | 84           | 5.39%               | Y               | 5.39%           |
| 15  | Yankee Peddler Inn                                                       | 113 Touro St             | 20           | 1.28%               |                 | 0.00%           |
| 16  | Francis Malbone House                                                    | 392 Thames Street        | 18           | 1.15%               |                 | 0.00%           |
| 17  | Admiral Fitzroy Inn                                                      | 398 Thames Street        | 18           | 1.15%               | Y               | 1.15%           |
| 18  | Gardiner House Hotel                                                     | 24 Lee's Wharf           | 21           | 1.35%               | Y               | 1.35%           |
| 19  | The Wellington                                                           | 551 Thams Street         | 52           | 3.34%               |                 | 0.00%           |
|     |                                                                          |                          | <b>1,559</b> | <b>100.00%</b>      |                 | <b>88.84%</b>   |

**PETITION TO THE CITY COUNCIL OF THE CITY OF NEWPORT  
TO FORM THE NEWPORT TOURISM MARKETING DISTRICT**

We petition you to initiate proceedings to form the Newport Tourism Marketing District (NTMD) in accordance with the Tourism Improvement District Act, Title 45, Chapter 59.1 (TID Act), for the purpose of providing services as described in the summary of the District Plan attached hereto as Exhibit A.

Business Address

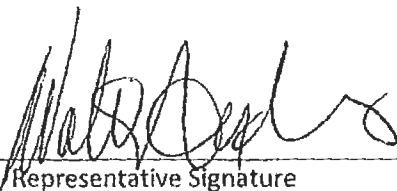
Business Owner

Newport Marriott  
25 Americas Cup Ave  
Newport, RI 02840

25 Americas Cup Avenue, Newport LLC  
c/o Barrings Real Estate  
One Financial Plaza, STE 1700  
Hartford, CT 06103

WALTER ANDREWS  
Owner/Owner Representative Name (printed)

GENERAL MANAGER  
Title

  
Owner Representative Signature

11/11/24  
Date

A complete copy of the District Plan will be furnished upon request. Requests to obtain a complete copy of the District Plan should be made to:

Alyson Adkins  
Newport Tourism Marketing Management Authority  
44 Long Wharf Mall  
Newport, RI 02840  
401-845-9126



## EXHIBIT A

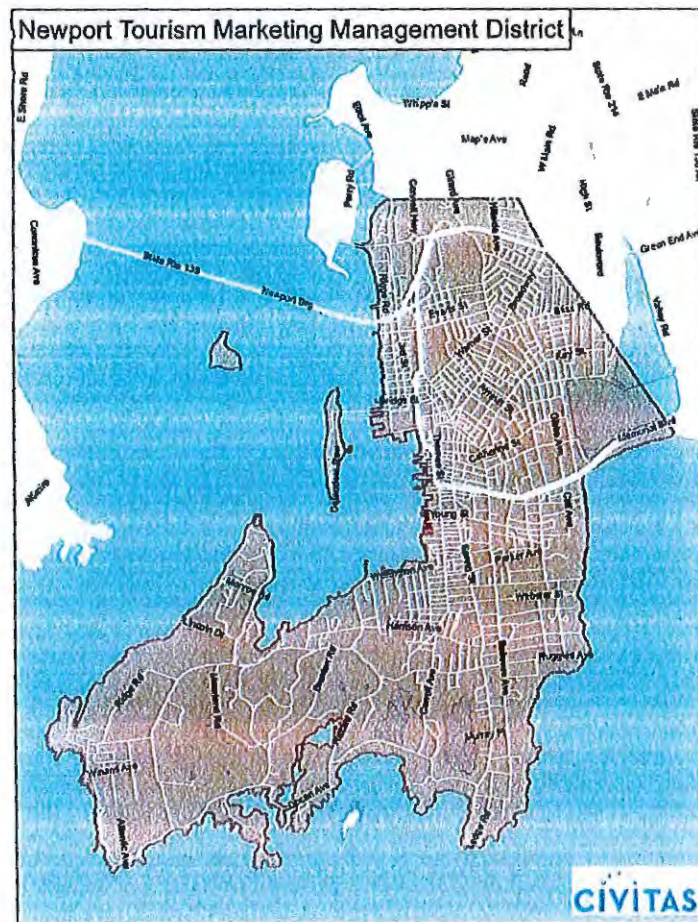
### SUMMARY

- Location:** *The formed NTMD includes all lodging businesses, existing and in the future, with eighteen (18) rooms or more available for public occupancy located within the boundaries of the City of Newport. A lodging business shall not be combined with other properties under the same ownership to meet the room count threshold.*
- Services:** *The NTMD is designed to provide specific benefits directly to payors by increasing awareness and demand for room night sales. Sales, marketing & advertising, destination development, and a community grant program will increase demand for overnight tourism thereby increasing demand for room night sales.*
- Budget:** *The total NTMD annual assessment budget for the initial year of its ten (10) year operation is anticipated to be approximately \$494,950. A similar assessment budget is expected to apply to subsequent years, but this assessment budget is expected to fluctuate as room sales do, as businesses open and close, and if the assessment is increased pursuant to this Plan.*
- Cost:** *DN may increase the assessment rate incrementally, up to the maximum allowable rates as follows: the initial assessment rate will be \$1.50; the assessment rate in year two (2) shall not exceed \$2.00; the assessment rate in years three (3) and four (4) shall not exceed \$4.00; and the assessment rate in years five (5) through ten (10) shall not exceed \$5.00.*
- Based on the benefit received, assessments will not be collected on: stays of more than thirty (30) consecutive days; and stays pursuant to State of Rhode Island – Division of Taxation Hotels and Other Accommodations Sales and Use Tax & Hotel Regulation 280-RICR-20-70-51 & §44-18-30 of the Sales and Use Taxes-Liability and Computation Law.*
- Collection:** *The City of Newport (City) will be responsible for collecting the assessment on a monthly basis (including any delinquencies, interest, and overdue charges) from each assessed lodging business located in the boundaries of the NTMD. The City shall take all reasonable efforts to collect the assessments from each assessed lodging business.*
- Duration:** *The formed NTMD will have a ten (10) year life, beginning January 1, 2025 or as soon as possible thereafter, and ending ten (10) years from its start date. After ten (10) years, the NTMD may be renewed pursuant to the Tourism Improvement Districts Act, Title 45,*

**EXHIBIT A**  
**SUMMARY**

*Chapter 59.1 section 45-59.1 et seq. (TID Law) if lodging business owners support continuing the NTMD programs.*

*Management: DN shall serve as the NTMD's Owners' Association. The Owners' Association is charged with managing funds and implementing programs in accordance with this Plan, and must provide annual reports to the City Council. DN shall create a District Management Committee composed of a majority of assessed business owners, or their authorized representatives, who shall be charged with managing the funds raised by the NTMD and fulfilling the obligations of the NTMD Plan.*



PETITION TO THE CITY COUNCIL OF THE CITY OF NEWPORT  
TO FORM THE NEWPORT TOURISM MARKETING DISTRICT

We petition you to initiate proceedings to form the Newport Tourism Marketing District (NTMD) in accordance with the Tourism Improvement District Act, Title 45, Chapter 59.1 (TID Act), for the purpose of providing services as described in the summary of the District Plan attached hereto as Exhibit A.

Business Address

Business Owner

Physical:

65 Ridge Road

Mailing:

5 Marina Plaza

Thomas Roos,

Newport Time Resorts/  
DBA OceanCliff Hotel

Michael Lennahan

Owner/Owner Representative Name (printed)

Controller

Title

Owner/Representative Signature

Date

A complete copy of the District Plan will be furnished upon request. Requests to obtain a complete copy of the District Plan should be made to:

Alyson Adkins  
Newport Tourism Marketing Management Authority  
44 Long Wharf Mall  
Newport, RI 02840  
401-845-9126

**EXHIBIT A**  
**SUMMARY**

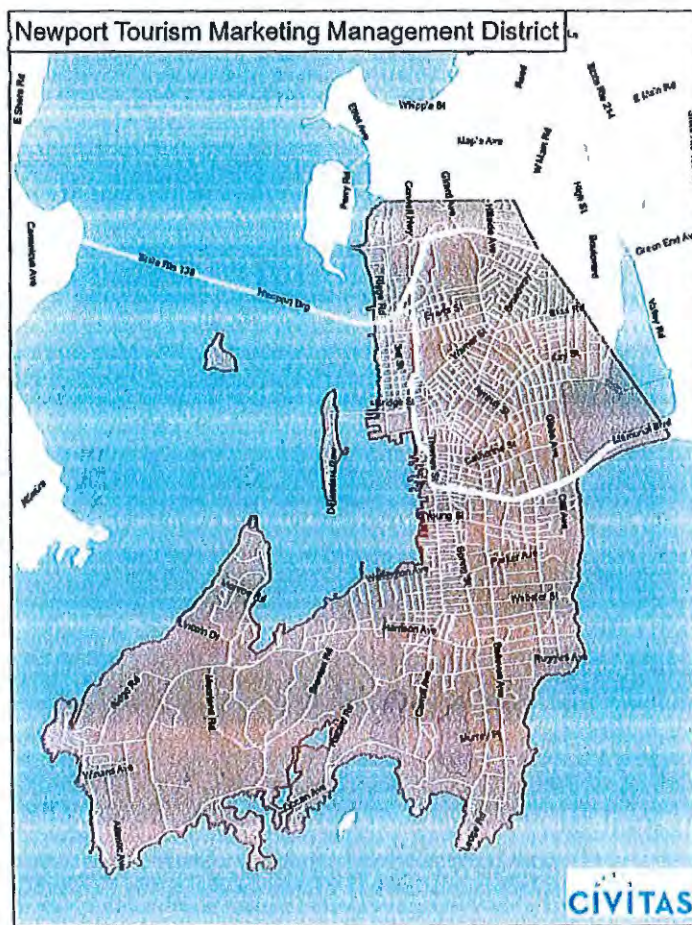
- Location:** *The formed NTMD includes all lodging businesses, existing and in the future, with eighteen (18) rooms or more available for public occupancy located within the boundaries of the City of Newport. A lodging business shall not be combined with other properties under the same ownership to meet the room count threshold.*
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- Cost:** *DN may increase the assessment rate incrementally, up to the maximum allowable rates as follows: the initial assessment rate will be \$1.50; the assessment rate in year two (2) shall not exceed \$2.00; the assessment rate in years three (3) and four (4) shall not exceed \$4.00; and the assessment rate in years five (5) through ten (10) shall not exceed \$5.00.*
- Based on the benefit received, assessments will not be collected on: stays of more than thirty (30) consecutive days; and stays pursuant to State of Rhode Island – Division of Taxation Hotels and Other Accommodations Sales and Use Tax & Hotel Regulation 280-RICR-20-70-51 & §44-18-30 of the Sales and Use Taxes-Liability and Computation Law.*
- Collection:** *The City of Newport (City) will be responsible for collecting the assessment on a monthly basis (including any delinquencies, interest, and overdue charges) from each assessed lodging business located in the boundaries of the NTMD. The City shall take all reasonable efforts to collect the assessments from each assessed lodging business.*
- Duration:** *The formed NTMD will have a ten (10) year life, beginning January 1, 2025 or as soon as possible thereafter, and ending ten (10) years from its start date. After ten (10) years, the NTMD may be renewed pursuant to the Tourism Improvement Districts Act, Title 45,*



## SUMMARY

*Chapter 59.1 section 45-59.1 et seq. (TID Law) if lodging business owners support continuing the NTMD programs.*

**Management:** DN shall serve as the NTMD's Owners' Association. The Owners' Association is charged with managing funds and implementing programs in accordance with this Plan, and must provide annual reports to the City Council. DN shall create a District Management Committee composed of a majority of assessed business owners, or their authorized representatives, who shall be charged with managing the funds raised by the NTMD and fulfilling the obligations of the NTMD Plan.



PETITION TO THE CITY COUNCIL OF THE CITY OF NEWPORT  
TO FORM THE NEWPORT TOURISM MARKETING DISTRICT

We petition you to initiate proceedings to form the Newport Tourism Marketing District (NTMD) in accordance with the Tourism Improvement District Act, Title 45, Chapter 59.1 (TID Act), for the purpose of providing services as described in the summary of the District Plan attached hereto as Exhibit A.

Business Address

Business Owner

Mill Street Inn  
75 Mill Street  
Newport, RI 02840

Jamie Secor

Owner/Owner Representative Name (printed)

General Manager

Title



Owner/Representative Signature

11/14/2024

Date

A complete copy of the District Plan will be furnished upon request. Requests to obtain a complete copy of the District Plan should be made to:

Alyson Adkins  
Newport Tourism Marketing Management Authority  
44 Long Wharf Mall  
Newport, RI 02840  
401-845-9126

EXHIBIT A  
SUMMARY

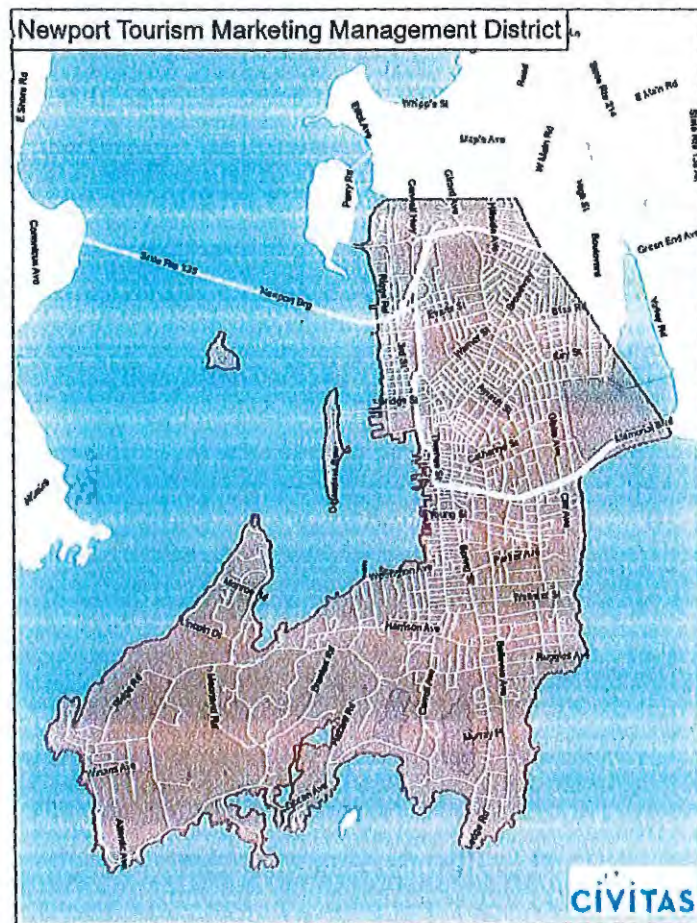
- Location: The formed NTMD includes all lodging businesses, existing and in the future, with eighteen (18) rooms or more available for public occupancy located within the boundaries of the City of Newport. A lodging business shall not be combined with other properties under the same ownership to meet the room count threshold.*
- Services: The NTMD is designed to provide specific benefits directly to payors by increasing awareness and demand for room night sales. Sales, marketing & advertising, destination development, and a community grant program will increase demand for overnight tourism thereby increasing demand for room night sales.*
- Budget: The total NTMD annual assessment budget for the initial year of its ten (10) year operation is anticipated to be approximately \$494,950. A similar assessment budget is expected to apply to subsequent years, but this assessment budget is expected to fluctuate as room sales do, as businesses open and close, and if the assessment is increased pursuant to this Plan.*
- Cost: DN may increase the assessment rate incrementally, up to the maximum allowable rates as follows: the initial assessment rate will be \$1.50; the assessment rate in year two (2) shall not exceed \$2.00; the assessment rate in years three (3) and four (4) shall not exceed \$4.00; and the assessment rate in years five (5) through ten (10) shall not exceed \$5.00.*
- Based on the benefit received, assessments will not be collected on: stays of more than thirty (30) consecutive days; and stays pursuant to State of Rhode Island – Division of Taxation Hotels and Other Accommodations Sales and Use Tax & Hotel Regulation 280-RICR-20-70-51 & §44-18-30 of the Sales and Use Taxes-Liability and Computation Law.*
- Collection: The City of Newport (City) will be responsible for collecting the assessment on a monthly basis (including any delinquencies, interest, and overdue charges) from each assessed lodging business located in the boundaries of the NTMD. The City shall take all reasonable efforts to collect the assessments from each assessed lodging business.*
- Duration: The formed NTMD will have a ten (10) year life, beginning January 1, 2025 or as soon as possible thereafter, and ending ten (10) years from its start date. After ten (10) years, the NTMD may be renewed pursuant to the Tourism Improvement Districts Act, Title 45,*



**EXHIBIT A**  
**SUMMARY**

*Chapter 59.1 section 45-59.1 et seq. (TID Law) if lodging business owners support continuing the NTMD programs.*

**Management:** DN shall serve as the NTMD's Owners' Association. The Owners' Association is charged with managing funds and implementing programs in accordance with this Plan, and must provide annual reports to the City Council. DN shall create a District Management Committee composed of a majority of assessed business owners, or their authorized representatives, who shall be charged with managing the funds raised by the NTMD and fulfilling the obligations of the NTMD Plan.





PETITION TO THE CITY COUNCIL OF THE CITY OF NEWPORT  
TO FORM THE NEWPORT TOURISM MARKETING DISTRICT

We petition you to initiate proceedings to form the Newport Tourism Marketing District (NTMD) in accordance with the Tourism Improvement District Act, Title 45, Chapter 59.1 (TID Act), for the purpose of providing services as described in the summary of the District Plan attached hereto as Exhibit A.

Business Address

Business Owner

49 AMERICA'S CUP AVENUE

49 NEWPORT HOTEL, LLC D/B/A

NEWPORT HARBOR HOTEL + MARINA

ELIZABETH A. PROCCACCIANTI

Owner/Owner Representative Name (printed)

AUTHORIZED SIGNATORY

Title

Owner/Representative Signature

11/8/24  
Date

A complete copy of the District Plan will be furnished upon request. Requests to obtain a complete copy of the District Plan should be made to:

Alyson Adkins  
Newport Tourism Marketing Management Authority  
44 Long Wharf Mall  
Newport, RI 02840  
401-845-9126

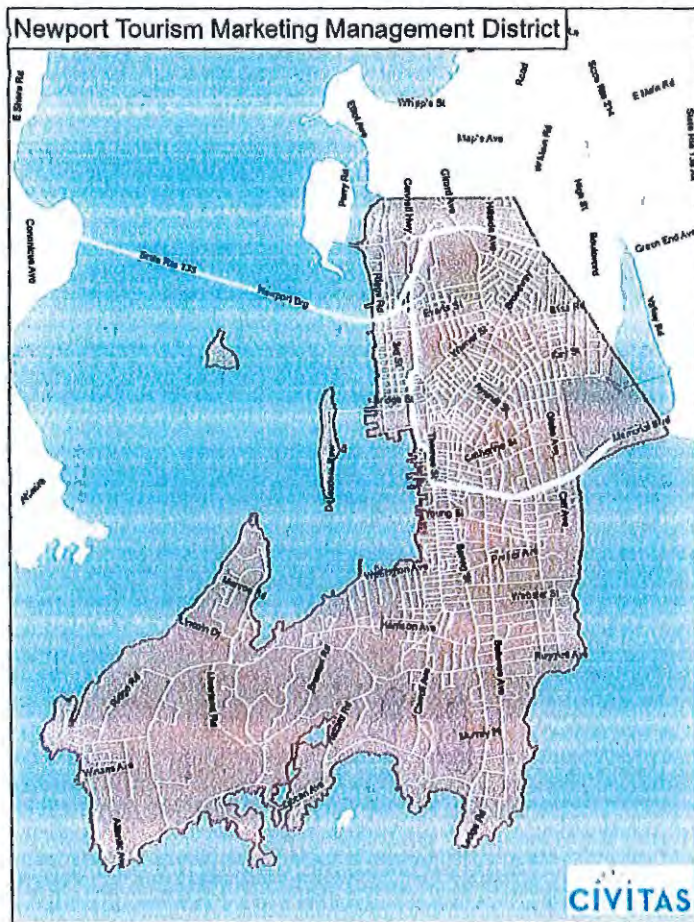
**EXHIBIT A**  
**SUMMARY**

- Location: The formed NTMD includes all lodging businesses, existing and in the future, with eighteen (18) rooms or more available for public occupancy located within the boundaries of the City of Newport. A lodging business shall not be combined with other properties under the same ownership to meet the room count threshold.*
- Services: The NTMD is designed to provide specific benefits directly to payors by increasing awareness and demand for room night sales. Sales, marketing & advertising, destination development, and a community grant program will increase demand for overnight tourism thereby increasing demand for room night sales.*
- Budget: The total NTMD annual assessment budget for the initial year of its ten (10) year operation is anticipated to be approximately \$494,950. A similar assessment budget is expected to apply to subsequent years, but this assessment budget is expected to fluctuate as room sales do, as businesses open and close, and if the assessment is increased pursuant to this Plan.*
- Cost: DN may increase the assessment rate incrementally, up to the maximum allowable rates as follows: the initial assessment rate will be \$1.50; the assessment rate in year two (2) shall not exceed \$2.00; the assessment rate in years three (3) and four (4) shall not exceed \$4.00; and the assessment rate in years five (5) through ten (10) shall not exceed \$5.00.*
- Based on the benefit received, assessments will not be collected on: stays of more than thirty (30) consecutive days; and stays pursuant to State of Rhode Island – Division of Taxation Hotels and Other Accommodations Sales and Use Tax & Hotel Regulation 280-RICR-20-70-51 & §44-18-30 of the Sales and Use Taxes-Liability and Computation Law.*
- Collection: The City of Newport (City) will be responsible for collecting the assessment on a monthly basis (including any delinquencies, interest, and overdue charges) from each assessed lodging business located in the boundaries of the NTMD. The City shall take all reasonable efforts to collect the assessments from each assessed lodging business.*
- Duration: The formed NTMD will have a ten (10) year life, beginning January 1, 2025 or as soon as possible thereafter, and ending ten (10) years from its start date. After ten (10) years, the NTMD may be renewed pursuant to the Tourism Improvement Districts Act, Title 45,*

**EXHIBIT A**  
**SUMMARY**

*Chapter 59.1 section 45-59.1 et seq. (TID Law) if lodging business owners support continuing the NTMD programs.*

*Management: DN shall serve as the NTMD's Owners' Association. The Owners' Association is charged with managing funds and implementing programs in accordance with this Plan, and must provide annual reports to the City Council. DN shall create a District Management Committee composed of a majority of assessed business owners, or their authorized representatives, who shall be charged with managing the funds raised by the NTMD and fulfilling the obligations of the NTMD Plan.*



PETITION TO THE CITY COUNCIL OF THE CITY OF NEWPORT  
TO FORM THE NEWPORT TOURISM MARKETING DISTRICT

We petition you to initiate proceedings to form the Newport Tourism Marketing District (NTMD) in accordance with the Tourism Improvement District Act, Title 45, Chapter 59.1 (TID Act), for the purpose of providing services as described in the summary of the District Plan attached hereto as Exhibit A.

Business Address

Business Owner

24 LEE'S WHARF WIRT BLUFFEN  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

WIRT BLUFFEN OWNER  
Owner/Owner Representative Name (printed) Title  
Wirt Bluffen 11/12/24  
Owner/Representative Signature Date

A complete copy of the District Plan will be furnished upon request. Requests to obtain a complete copy of the District Plan should be made to:

Alyson Adkins  
Newport Tourism Marketing Management Authority  
44 Long Wharf Mall  
Newport, RI 02840  
401-845-9126



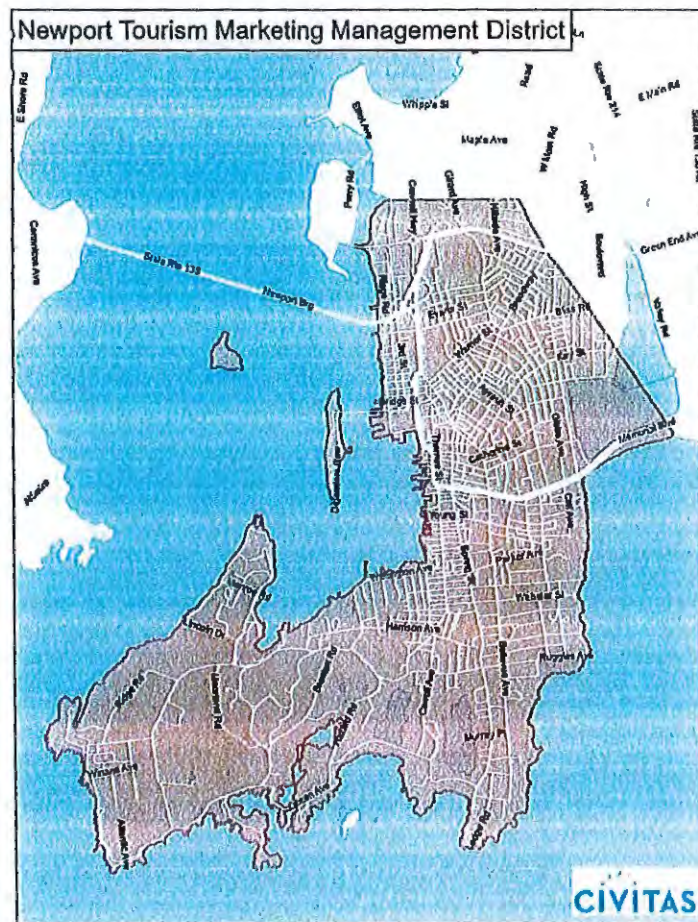
**EXHIBIT A**  
**SUMMARY**

- Location:** *The formed NTMD includes all lodging businesses, existing and in the future, with eighteen (18) rooms or more available for public occupancy located within the boundaries of the City of Newport. A lodging business shall not be combined with other properties under the same ownership to meet the room count threshold.*
- Services:** *The NTMD is designed to provide specific benefits directly to payors by increasing awareness and demand for room night sales. Sales, marketing & advertising, destination development, and a community grant program will increase demand for overnight tourism thereby increasing demand for room night sales.*
- Budget:** *The total NTMD annual assessment budget for the initial year of its ten (10) year operation is anticipated to be approximately \$494,950. A similar assessment budget is expected to apply to subsequent years, but this assessment budget is expected to fluctuate as room sales do, as businesses open and close, and if the assessment is increased pursuant to this Plan.*
- Cost:** *DN may increase the assessment rate incrementally, up to the maximum allowable rates as follows: the initial assessment rate will be \$1.50; the assessment rate in year two (2) shall not exceed \$2.00; the assessment rate in years three (3) and four (4) shall not exceed \$4.00; and the assessment rate in years five (5) through ten (10) shall not exceed \$5.00.*
- Based on the benefit received, assessments will not be collected on: stays of more than thirty (30) consecutive days; and stays pursuant to State of Rhode Island – Division of Taxation Hotels and Other Accommodations Sales and Use Tax & Hotel Regulation 280-RICR-20-70-51 & §44-18-30 of the Sales and Use Taxes-Liability and Computation Law.*
- Collection:** *The City of Newport (City) will be responsible for collecting the assessment on a monthly basis (including any delinquencies, interest, and overdue charges) from each assessed lodging business located in the boundaries of the NTMD. The City shall take all reasonable efforts to collect the assessments from each assessed lodging business.*
- Duration:** *The formed NTMD will have a ten (10) year life, beginning January 1, 2025 or as soon as possible thereafter, and ending ten (10) years from its start date. After ten (10) years, the NTMD may be renewed pursuant to the Tourism Improvement Districts Act, Title 45,*

## SUMMARY

*Chapter 59.1 section 45-59.1 et seq. (TID Law) if lodging business owners support continuing the NTMD programs.*

*Management: DN shall serve as the NTMD's Owners' Association. The Owners' Association is charged with managing funds and implementing programs in accordance with this Plan, and must provide annual reports to the City Council. DN shall create a District Management Committee composed of a majority of assessed business owners, or their authorized representatives, who shall be charged with managing the funds raised by the NTMD and fulfilling the obligations of the NTMD Plan.*



PETITION TO THE City COUNCIL OF THE CITY OF Newport

## TO FORM THE NEWPORT TOURISM MARKETING DISTRICT

We petition you to initiate proceedings to form the Newport Tourism Marketing District (NTMD) in accordance with the Tourism Improvement District Act, Title 45, Chapter 59.1 (TID Act), for the purpose of providing services as described in the summary of the District Plan attached hereto as Exhibit A.

Business Address

Business Owner

|                            |                         |
|----------------------------|-------------------------|
| <u>Admiral Fitzroy Inn</u> | <u>Brian Fitzgerald</u> |
| <u>398 Thames St</u>       |                         |
| <u>Newport RI</u>          |                         |
| <u>02840</u>               |                         |

|                                           |              |
|-------------------------------------------|--------------|
| <u>Brian Fitzgerald</u>                   | <u>Owner</u> |
| Owner/Owner Representative Name (printed) | Title        |

|                                |                  |
|--------------------------------|------------------|
| <u>Brian Fitzgerald</u>        | <u>11/5/2024</u> |
| Owner/Representative Signature | Date             |

A complete copy of the District Plan will be furnished upon request. Requests to obtain a complete copy of the District Plan should be made to:

Alyson Adkins  
Newport Tourism Marketing Management Authority  
44 Long Wharf Mall  
Newport, RI 02840  
401-845-9126

**EXHIBIT A**  
**SUMMARY**

- Location:** *The formed NTMD includes all lodging businesses, existing and in the future, with eighteen (18) rooms or more available for public occupancy located within the boundaries of the City of Newport. A lodging business shall not be combined with other properties under the same ownership to meet the room count threshold.*
- Services:** *The NTMD is designed to provide specific benefits directly to payors by increasing awareness and demand for room night sales. Sales, marketing & advertising, destination development, and a community grant program will increase demand for overnight tourism thereby increasing demand for room night sales.*
- Budget:** *The total NTMD annual assessment budget for the initial year of its ten (10) year operation is anticipated to be approximately \$494,950. A similar assessment budget is expected to apply to subsequent years, but this assessment budget is expected to fluctuate as room sales do, as businesses open and close, and if the assessment is increased pursuant to this Plan.*
- Cost:** *DN may increase the assessment rate incrementally, up to the maximum allowable rates as follows: the initial assessment rate will be \$1.50; the assessment rate in year two (2) shall not exceed \$2.00; the assessment rate in years three (3) and four (4) shall not exceed \$4.00; and the assessment rate in years five (5) through ten (10) shall not exceed \$5.00.*
- Based on the benefit received, assessments will not be collected on: stays of more than thirty (30) consecutive days; and stays pursuant to State of Rhode Island – Division of Taxation Hotels and Other Accommodations Sales and Use Tax & Hotel Regulation 280-RICR-20-70-51 & §44-18-30 of the Sales and Use Taxes-Liability and Computation Law.*
- Collection:** *The City of Newport (City) will be responsible for collecting the assessment on a monthly basis (including any delinquencies, interest, and overdue charges) from each assessed lodging business located in the boundaries of the NTMD. The City shall take all reasonable efforts to collect the assessments from each assessed lodging business.*
- Duration:** *The formed NTMD will have a ten (10) year life, beginning January 1, 2025 or as soon as possible thereafter, and ending ten (10) years from its start date. After ten (10) years, the NTMD may be renewed pursuant to the Tourism Improvement Districts Act, Title 45,*



## SUMMARY

*Chapter 59.1 section 45-59.1 et seq. (TID Law) if lodging business owners support continuing the NTMD programs.*

**Management:** DN shall serve as the NTMD's Owners' Association. The Owners' Association is charged with managing funds and implementing programs in accordance with this Plan, and must provide annual reports to the City Council. DN shall create a District Management Committee composed of a majority of assessed business owners, or their authorized representatives, who shall be charged with managing the funds raised by the NTMD and fulfilling the obligations of the NTMD Plan.



**PETITION TO THE CITY COUNCIL OF THE CITY OF NEWPORT  
TO FORM THE NEWPORT TOURISM MARKETING DISTRICT**

We petition you to initiate proceedings to form the Newport Tourism Marketing District (NTMD) in accordance with the Tourism Improvement District Act, Title 45, Chapter 59.1 (TID Act), for the purpose of providing services as described in the summary of the District Plan attached hereto as Exhibit A.

Business Address

Business Owner

One Bellevue Ave  
Newport, RI 02840

Viking RE Holdings, LLC  
DBA Hotel Viking

Derek Shelly  
Owner/Owner Representative Name (printed)

General Manager  
Title

  
Owner/Representative Signature

11/8/24  
Date

A complete copy of the District Plan will be furnished upon request. Requests to obtain a complete copy of the District Plan should be made to:

Alyson Adkins  
Newport Tourism Marketing Management Authority  
44 Long Wharf Mall  
Newport, RI 02840  
401-845-9126

**EXHIBIT A**  
**SUMMARY**

- Location:** *The formed NTMD includes all lodging businesses, existing and in the future, with eighteen (18) rooms or more available for public occupancy located within the boundaries of the City of Newport. A lodging business shall not be combined with other properties under the same ownership to meet the room count threshold.*
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- Cost:** *DN may increase the assessment rate incrementally, up to the maximum allowable rates as follows: the initial assessment rate will be \$1.50; the assessment rate in year two (2) shall not exceed \$2.00; the assessment rate in years three (3) and four (4) shall not exceed \$4.00; and the assessment rate in years five (5) through ten (10) shall not exceed \$5.00.*
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- Collection:** *The City of Newport (City) will be responsible for collecting the assessment on a monthly basis (including any delinquencies, interest, and overdue charges) from each assessed lodging business located in the boundaries of the NTMD. The City shall take all reasonable efforts to collect the assessments from each assessed lodging business.*
- Duration:** *The formed NTMD will have a ten (10) year life, beginning January 1, 2025 or as soon as possible thereafter, and ending ten (10) years from its start date. After ten (10) years, the NTMD may be renewed pursuant to the Tourism Improvement Districts Act, Title 45,*



**EXHIBIT A**  
**SUMMARY**

*Chapter 59.1 section 45-59.1 et seq. (TID Law) if lodging business owners support continuing the NTMD programs.*

**Management:** *DN shall serve as the NTMD's Owners' Association. The Owners' Association is charged with managing funds and implementing programs in accordance with this Plan, and must provide annual reports to the City Council. DN shall create a District Management Committee composed of a majority of assessed business owners, or their authorized representatives, who shall be charged with managing the funds raised by the NTMD and fulfilling the obligations of the NTMD Plan.*





PETITION TO THE CITY COUNCIL OF THE CITY OF NEWPORT  
TO FORM THE NEWPORT TOURISM MARKETING DISTRICT

We petition you to initiate proceedings to form the Newport Tourism Marketing District (NTMD) in accordance with the Tourism Improvement District Act, Title 45, Chapter 59.1 (TID Act), for the purpose of providing services as described in the summary of the District Plan attached hereto as Exhibit A.

Business Address

Business Owner

Wayfinder Newport  
151 Admiral Kalbfus Rd  
Newport, RI 02840

Phil Hospod  
Dartail & CO

Dan Balceriuk  
Owner/Owner Representative Name (printed)

General Manager  
Title

  
Owner/Representative Signature

11/4/24  
Date

A complete copy of the District Plan will be furnished upon request. Requests to obtain a complete copy of the District Plan should be made to:

Alyson Adkins  
Newport Tourism Marketing Management Authority  
44 Long Wharf Mall  
Newport, RI 02840  
401-845-9126

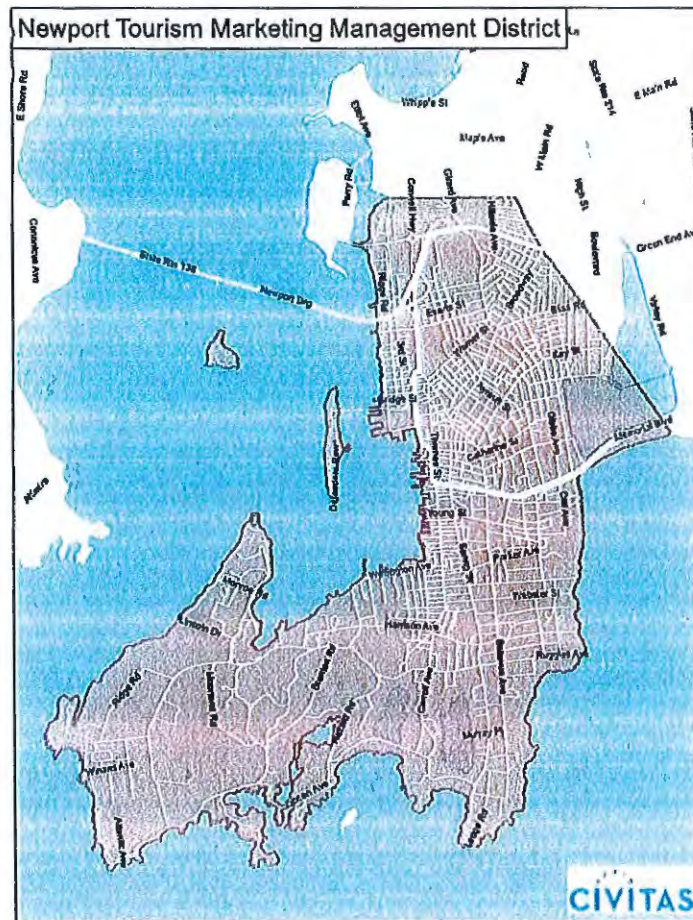
**EXHIBIT A**  
**SUMMARY**

- Location:** *The formed NTMD includes all lodging businesses, existing and in the future, with eighteen (18) rooms or more available for public occupancy located within the boundaries of the City of Newport. A lodging business shall not be combined with other properties under the same ownership to meet the room count threshold.*
- Services:** *The NTMD is designed to provide specific benefits directly to payors by increasing awareness and demand for room night sales. Sales, marketing & advertising, destination development, and a community grant program will increase demand for overnight tourism thereby increasing demand for room night sales.*
- Budget:** *The total NTMD annual assessment budget for the initial year of its ten (10) year operation is anticipated to be approximately \$494,950. A similar assessment budget is expected to apply to subsequent years, but this assessment budget is expected to fluctuate as room sales do, as businesses open and close, and if the assessment is increased pursuant to this Plan.*
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- Based on the benefit received, assessments will not be collected on: stays of more than thirty (30) consecutive days; and stays pursuant to State of Rhode Island – Division of Taxation Hotels and Other Accommodations Sales and Use Tax & Hotel Regulation 280-RICR-20-70-51 & §44-18-30 of the Sales and Use Taxes-Liability and Computation Law.*
- Collection:** *The City of Newport (City) will be responsible for collecting the assessment on a monthly basis (including any delinquencies, interest, and overdue charges) from each assessed lodging business located in the boundaries of the NTMD. The City shall take all reasonable efforts to collect the assessments from each assessed lodging business.*
- Duration:** *The formed NTMD will have a ten (10) year life, beginning January 1, 2025 or as soon as possible thereafter, and ending ten (10) years from its start date. After ten (10) years, the NTMD may be renewed pursuant to the Tourism Improvement Districts Act, Title 45,*

**EXHIBIT A**  
**SUMMARY**

*Chapter 59.1 section 45-59.1 et seq. (TID Law) if lodging business owners support continuing the NTMD programs.*

*Management: DN shall serve as the NTMD's Owners' Association. The Owners' Association is charged with managing funds and implementing programs in accordance with this Plan, and must provide annual reports to the City Council. DN shall create a District Management Committee composed of a majority of assessed business owners, or their authorized representatives, who shall be charged with managing the funds raised by the NTMD and fulfilling the obligations of the NTMD Plan.*



PETITION TO THE CITY COUNCIL OF THE CITY OF NEWPORT  
TO FORM THE NEWPORT TOURISM MARKETING DISTRICT

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Business Address

Business Owner

THE CHANLER  
117 MEMORIAL BLVD.  
NEWPORT, RI 02840

ANDREA LANI SHUFFELT

RAYMOND MINIAS  
Owner/Owner Representative Name (printed)

GENERAL MANAGER  
Title

  
Owner/Representative Signature

NOV 04, 2024  
Date

A complete copy of the District Plan will be furnished upon request. Requests to obtain a complete copy of the District Plan should be made to:

Alyson Adkins  
Newport Tourism Marketing Management Authority  
44 Long Wharf Mall  
Newport, RI 02840  
401-845-9126



**EXHIBIT A**  
**SUMMARY**

- Location:*        *The farmed NTMD includes all lodging businesses, existing and in the future, with eighteen (18) rooms or more available for public occupancy located within the boundaries of the City of Newport. A lodging business shall not be combined with other properties under the same ownership to meet the room count threshold.*
- 
- Services:*        *The NTMD is designed to provide specific benefits directly to payors by increasing awareness and demand for room night sales. Sales, marketing & advertising, destination development, and a community grant program will increase demand for overnight tourism thereby increasing demand for room night sales.*
- Budget:*         *The total NTMD annual assessment budget for the initial year of its ten (10) year operation is anticipated to be approximately \$494,950. A similar assessment budget is expected to apply to subsequent years, but this assessment budget is expected to fluctuate as room sales do, as businesses open and close, and if the assessment is increased pursuant to this Plan.*
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- Collection:*      *The City of Newport (City) will be responsible for collecting the assessment on a monthly basis (including any delinquencies, interest, and overdue charges) from each assessed lodging business located in the boundaries of the NTMD. The City shall take all reasonable efforts to collect the assessments from each assessed lodging business.*
- Duration:*        *The farmed NTMD will have a ten (10) year life, beginning January 1, 2025 or as soon as possible thereafter, and ending ten (10) years from its start date. After ten (10) years, the NTMD may be renewed pursuant to the Tourism Improvement Districts Act, Title 45,*

**EXHIBIT A**  
**SUMMARY**

*Chapter 59.1 section 45-59.1 et seq. (TID Law) if lodging business owners support continuing the NTMD programs.*

*Management: DN shall serve as the NTMD's Owners' Association. The Owners' Association is charged with managing funds and implementing programs in accordance with this Plan, and must provide annual reports to the City Council. DN shall create a District Management Committee composed of a majority of assessed business owners, or their authorized representatives, who shall be charged with managing the funds raised by the NTMD and fulfilling the obligations of the NTMD Plan.*



**PETITION TO THE CITY COUNCIL OF THE CITY OF NEWPORT  
TO FORM THE NEWPORT TOURISM MARKETING DISTRICT**

We petition you to initiate proceedings to form the Newport Tourism Marketing District (NTMD) in accordance with the Tourism Improvement District Act, Title 45, Chapter 59.1 (TID Act), for the purpose of providing services as described in the summary of the District Plan attached hereto as Exhibit A.

**Business Address**

**Business Owner**

Castle Hill Inn,

Castle Hill, Inc.

590 Ocean Avenue, Newport, RI 02840

Brian M Young, Managing Director

Owner/Owner Representative Name (printed)

Title



Owner/Representative Signature

4 November 2024

Date

A complete copy of the District Plan will be furnished upon request. Requests to obtain a complete copy of the District Plan should be made to:

Alyson Adkins  
Newport Tourism Marketing Management Authority  
44 Long Wharf Mall  
Newport, RI 02840  
401-845-9126

**EXHIBIT A**  
**SUMMARY**

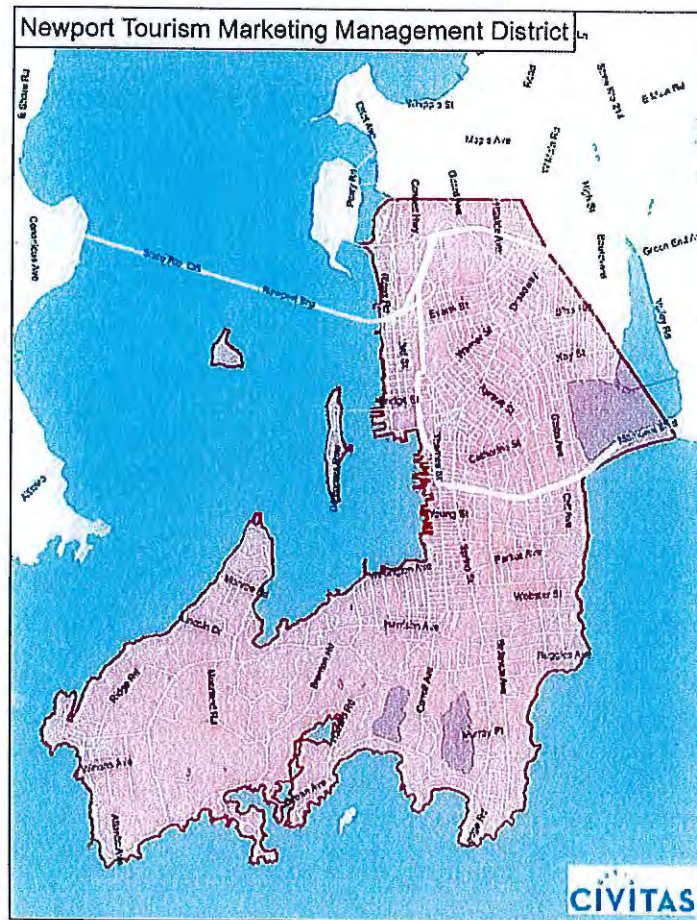
- Location:** *The formed NTMD includes all lodging businesses, existing and in the future, with eighteen (18) rooms or more available for public occupancy located within the boundaries of the City of Newport. A lodging business shall not be combined with other properties under the same ownership to meet the room count threshold.*
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- Duration:** *The formed NTMD will have a ten (10) year life, beginning January 1, 2025 or as soon as possible thereafter, and ending ten (10) years from its start date. After ten (10) years, the*



EXHIBIT A  
SUMMARY

*NTMD may be renewed pursuant to the Tourism Improvement Districts Act, Title 45, Chapter 59.1 section 45-59.1 et seq. (TID Law) if lodging business owners support continuing the NTMD programs.*

*Management: DN shall serve as the NTMD's Owners' Association. The Owners' Association is charged with managing funds and implementing programs in accordance with this Plan, and must provide annual reports to the City Council. DN shall create a District Management Committee composed of a majority of assessed business owners, or their authorized representatives, who shall be charged with managing the funds raised by the NTMD and fulfilling the obligations of the NTMD Plan.*



**PETITION TO THE CITY COUNCIL OF THE CITY OF NEWPORT  
TO FORM THE NEWPORT TOURISM MARKETING DISTRICT**

We petition you to initiate proceedings to form the Newport Tourism Marketing District (NTMD) in accordance with the Tourism Improvement District Act, Title 45, Chapter 59.1 (TID Act), for the purpose of providing services as described in the summary of the District Plan attached hereto as Exhibit A.

Business Address

Business Owner

Newport Harbor Island Resort

1 Goat Island

Goat Lessee, LLC

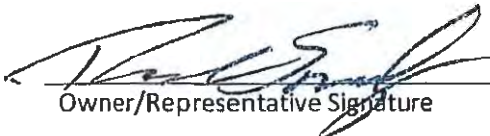
Newport, RI 02840

David Smiley

General Manager

Owner/Owner Representative Name (printed)

Title

  
Owner/Representative Signature

  
Date

A complete copy of the District Plan will be furnished upon request. Requests to obtain a complete copy of the District Plan should be made to:

Alyson Adkins  
Newport Tourism Marketing Management Authority  
44 Long Wharf Mall  
Newport, RI 02840  
401-845-9126

**EXHIBIT A**  
**SUMMARY**

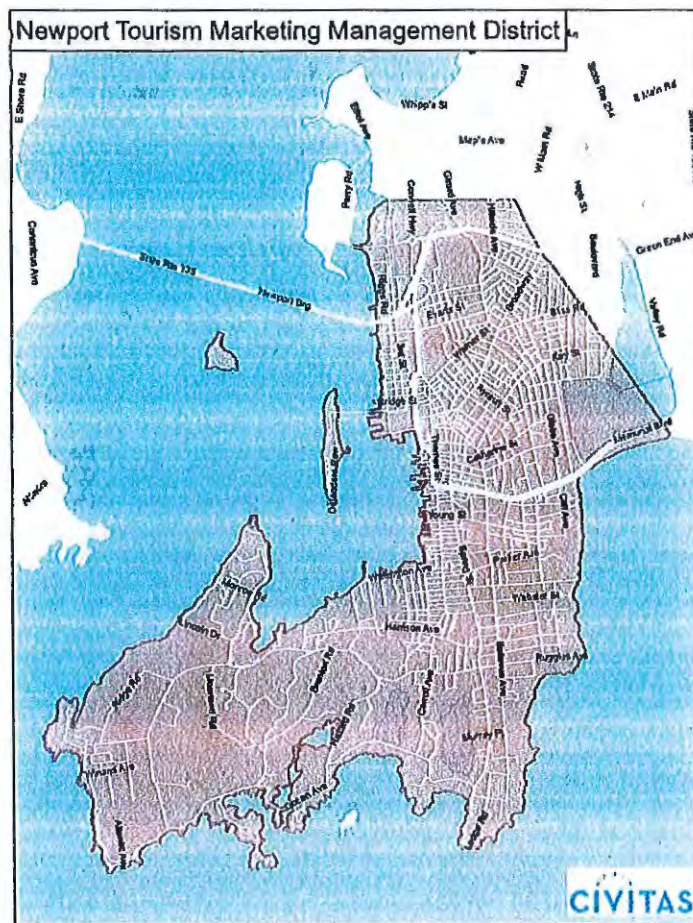
- Location:** *The formed NTMD includes all lodging businesses, existing and in the future, with eighteen (18) rooms or more available for public occupancy located within the boundaries of the City of Newport. A lodging business shall not be combined with other properties under the same ownership to meet the room count threshold.*
- Services:** *The NTMD is designed to provide specific benefits directly to payors by increasing awareness and demand for room night sales. Sales, marketing & advertising, destination development, and a community grant program will increase demand for overnight tourism thereby increasing demand for room night sales.*
- Budget:** *The total NTMD annual assessment budget for the initial year of its ten (10) year operation is anticipated to be approximately \$494,950. A similar assessment budget is expected to apply to subsequent years, but this assessment budget is expected to fluctuate as room sales do, as businesses open and close, and if the assessment is increased pursuant to this Plan.*
- Cost:** *DN may increase the assessment rate incrementally, up to the maximum allowable rates as follows: the initial assessment rate will be \$1.50; the assessment rate in year two (2) shall not exceed \$2.00; the assessment rate in years three (3) and four (4) shall not exceed \$4.00; and the assessment rate in years five (5) through ten (10) shall not exceed \$5.00.*
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- Collection:** *The City of Newport (City) will be responsible for collecting the assessment on a monthly basis (including any delinquencies, interest, and overdue charges) from each assessed lodging business located in the boundaries of the NTMD. The City shall take all reasonable efforts to collect the assessments from each assessed lodging business.*
- Duration:** *The formed NTMD will have a ten (10) year life, beginning January 1, 2025 or as soon as possible thereafter, and ending ten (10) years from its start date. After ten (10) years, the NTMD may be renewed pursuant to the Tourism Improvement Districts Act, Title 45,*



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**SUMMARY**

*Chapter 59.1 section 45-59.1 et seq. (TID Law) if lodging business owners support continuing the NTMD programs.*

**Management:** *DN shall serve as the NTMD's Owners' Association. The Owners' Association is charged with managing funds and implementing programs in accordance with this Plan, and must provide annual reports to the City Council. DN shall create a District Management Committee composed of a majority of assessed business owners, or their authorized representatives, who shall be charged with managing the funds raised by the NTMD and fulfilling the obligations of the NTMD Plan.*





PETITION TO THE CITY COUNCIL OF THE CITY OF NEWPORT  
TO FORM THE NEWPORT TOURISM MARKETING DISTRICT

We petition you to initiate proceedings to form the Newport Tourism Marketing District (NTMD) in accordance with the Tourism Improvement District Act, Title 45, Chapter 59.1 (TID Act), for the purpose of providing services as described in the summary of the District Plan attached hereto as Exhibit A.

Business Address

Business Owner

Brenton Hotel, LLC  
31 Americas Cup Ave.  
Newport, RI 02840

Farrar Equities

Jonathan A. Ross

Owner/Owner Representative Name (printed)

Managing Director

Title

Owner Representative Signature

Date

11/4/2024

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Newport Tourism Marketing Management Authority  
44 Long Wharf Mall  
Newport, RI 02840  
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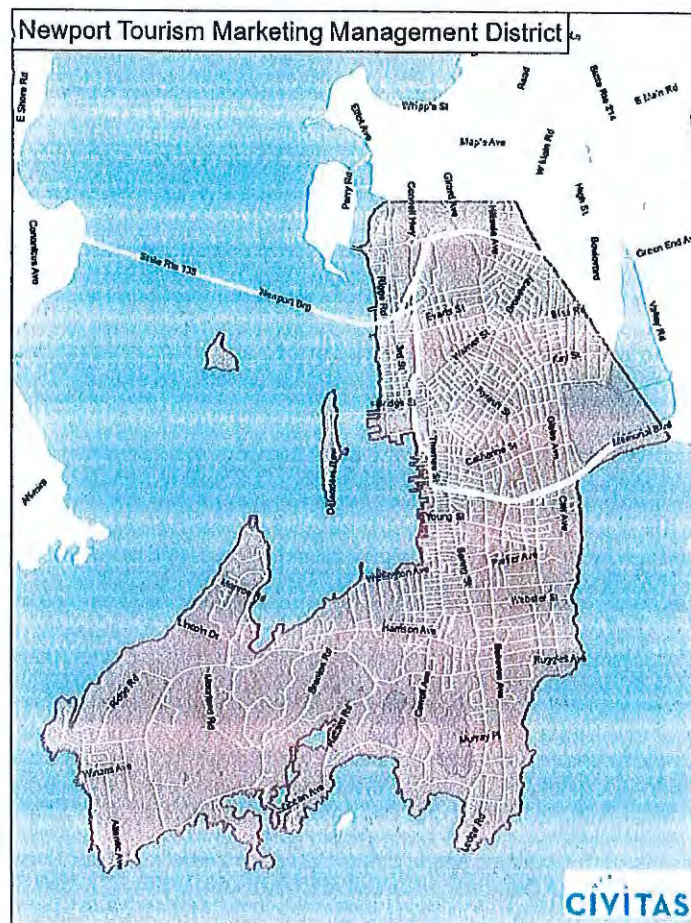
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TO FORM THE NEWPORT TOURISM MARKETING DISTRICT**

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**Business Address**

**Business Owner**

4 Commercial Wharf Newport RI 02840

Colin Kane

Randi Milewski

General Manager

Owner/Owner Representative Name (printed)

Title

Owner/Representative Signature

Date

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Newport Tourism Marketing Management Authority  
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Newport, RI 02840  
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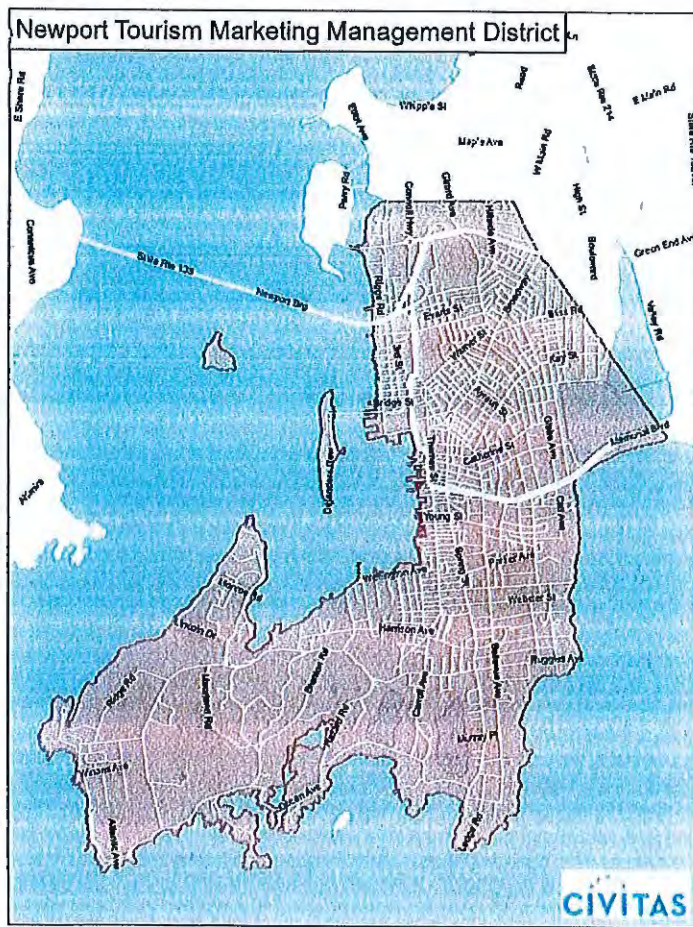
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**EXHIBIT A**

## SUMMARY

*Chapter 59.1 section 45-59.1 et seq. (TID Law) if lodging business owners support continuing the NTMD programs.*

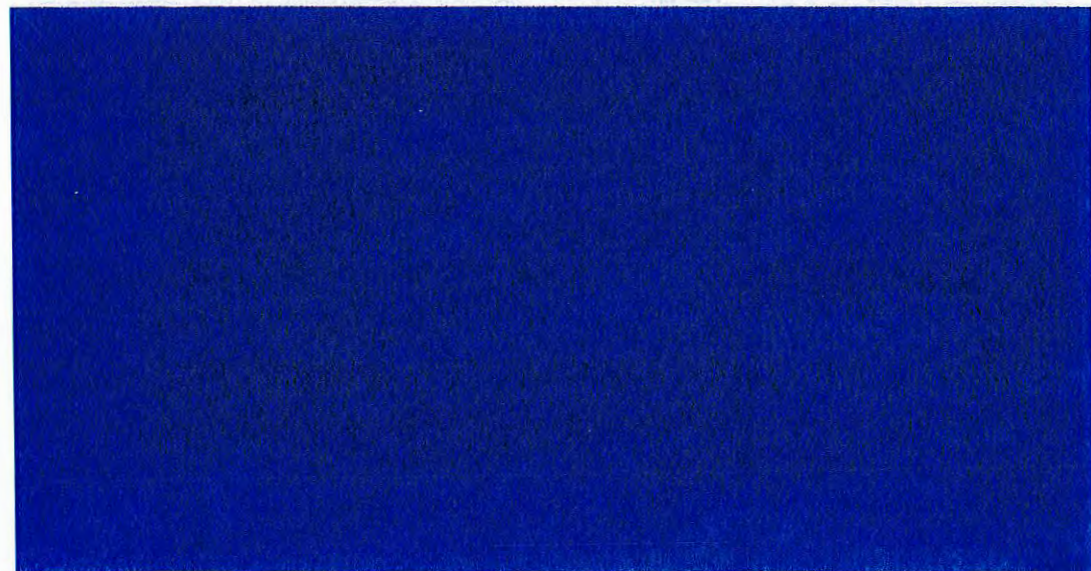
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# NEWPORT TOURISM MARKETING DISTRICT DISTRICT PLAN





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Prepared by  
Civitas



(800)999-7781

[www.civitasadvisors.com](http://www.civitasadvisors.com)



## I. OVERVIEW

Developed by Newport lodging businesses and Discover Newport (DN), the Newport Tourism Marketing District (NTMD) is an assessment district proposed to continue to provide specific benefits to payors, by funding sales, marketing & advertising, destination development, and community grant program efforts for assessed businesses. This approach has been used successfully in other destinations throughout the country to provide the benefit of additional room night sales directly to payors. The NTMD was created in 2017 and subsequently renewed in 2021 for a three (3) year term using the District Management Association legislation. DN and Newport lodging businesses now wish to form the NTMD using the recently passed statewide Tourism Improvement Act, Title 45, Chapter 59.1 section 45-59.1 et seq. (TID Law), for a ten (10) year term.

*Location:* The NTMD includes all lodging businesses, existing and in the future, with eighteen (18) rooms or more available for public occupancy located within the boundaries of the City of Newport (City), as shown on the map in Section II. A lodging business shall not be combined with other properties under the same ownership to meet the room count threshold.

*Services:* The NTMD is designed to provide specific benefits directly to payors by increasing awareness and demand for room night sales. Sales, marketing & advertising, destination development, and a community grant program will increase demand for overnight tourism thereby increasing demand for room night sales.

*Budget:* The total NTMD annual assessment budget for the initial year of its ten (10) year operation is anticipated to be approximately \$494,950. A similar assessment budget is expected to apply to subsequent years, but this assessment budget is expected to fluctuate as room sales do, as businesses open and close, and if the assessment is increased pursuant to this Plan.

*Cost:* DN may increase the assessment rate incrementally, up to the maximum allowable rates as follows: the initial assessment rate will be \$1.50; the assessment rate in year two (2) shall not exceed \$2.00; the assessment rate in years three (3) and four (4) shall not exceed \$4.00; and the assessment rate in years five (5) through ten (10) shall not exceed \$5.00.

Based on the benefit received, assessments will not be collected on: stays of more than thirty (30) consecutive days; and stays pursuant to State of Rhode Island – Division of Taxation Hotels and Other Accommodations Sales and Use Tax & Hotel Regulation 280-RICR-20-70-51 & §44-18-30 of the Sales and Use Taxes-Liability and Computation Law.

*Collection:* The City will be responsible for collecting the assessment on a monthly basis (including any delinquencies, interest, and overdue charges) from each assessed lodging business located in the boundaries of the NTMD. The City shall take all reasonable efforts to collect the assessments from each assessed lodging business.

*Duration:* The formed NTMD will have a ten (10) year life, beginning January 1, 2025 or as soon as possible thereafter, and ending ten (10) years from its start date. After ten (10) years,

the NTMD may be renewed pursuant to the TID Law if lodging business owners support continuing the NTMD programs.

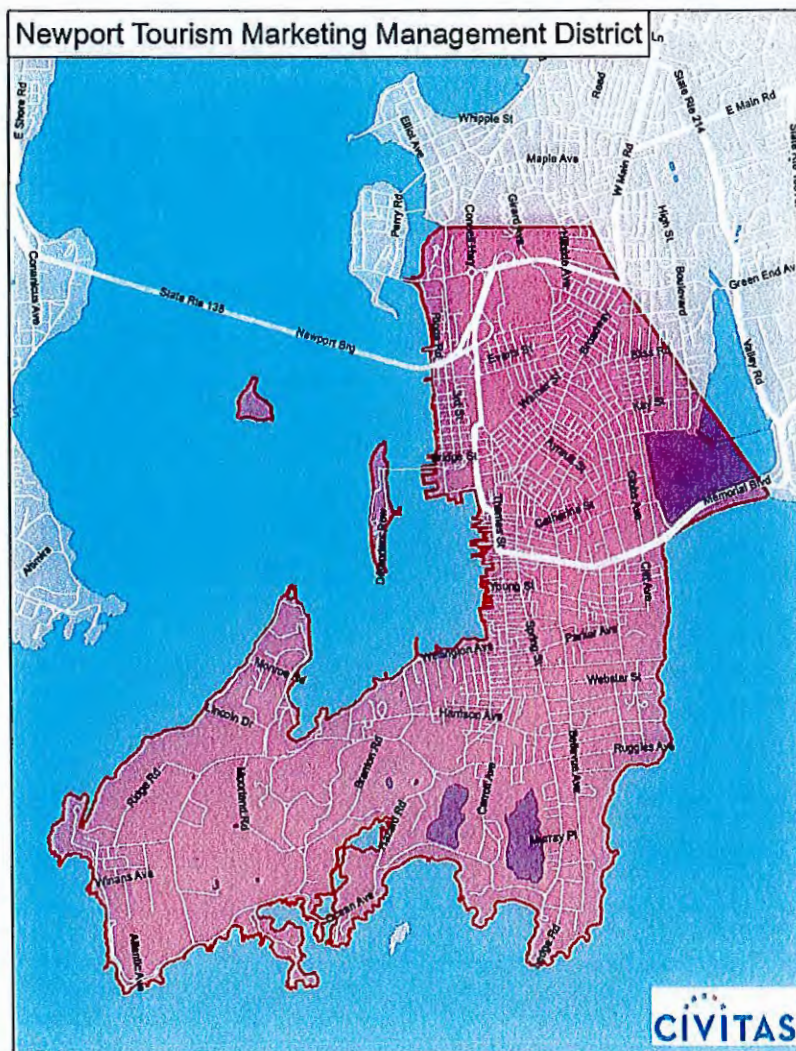
*Management:* DN shall serve as the NTMD's Owners' Association. The Owners' Association is charged with managing funds and implementing programs in accordance with this Plan and must provide annual reports to the City Council. DN shall create a District Management Committee composed of a majority of assessed business owners, or their authorized representatives, who shall be charged with managing the funds raised by the NTMD and fulfilling the obligations of the NTMD Plan.

## II. BOUNDARY

The NTMD will include all lodging businesses, existing and in the future, with eighteen (18) rooms or more available for public occupancy within the boundaries of the City, as shown in the map below. A lodging business shall not be combined with other properties under the same ownership to meet the room count threshold.

“Lodging business” as used herein shall have the same meaning as “hotel” as defined in Rhode Island’s Code of Regulations, Hotels and Other Accommodations (280-RICR-20-70-51):

“Hotel” means any facility offering a minimum of one (1) room for which the public may, for a consideration, obtain transient lodging accommodations. The term “hotel” shall include hotels, motels, tourist homes, tourist camps, lodging houses, and inns. The term “hotel” shall also include houses, condominiums or other residential dwelling units regardless of the number of rooms, which are used and/or advertised for rent or occupancy. The term “hotel” shall not include schools, hospitals, sanitariums, nursing homes, and chronic care centers.



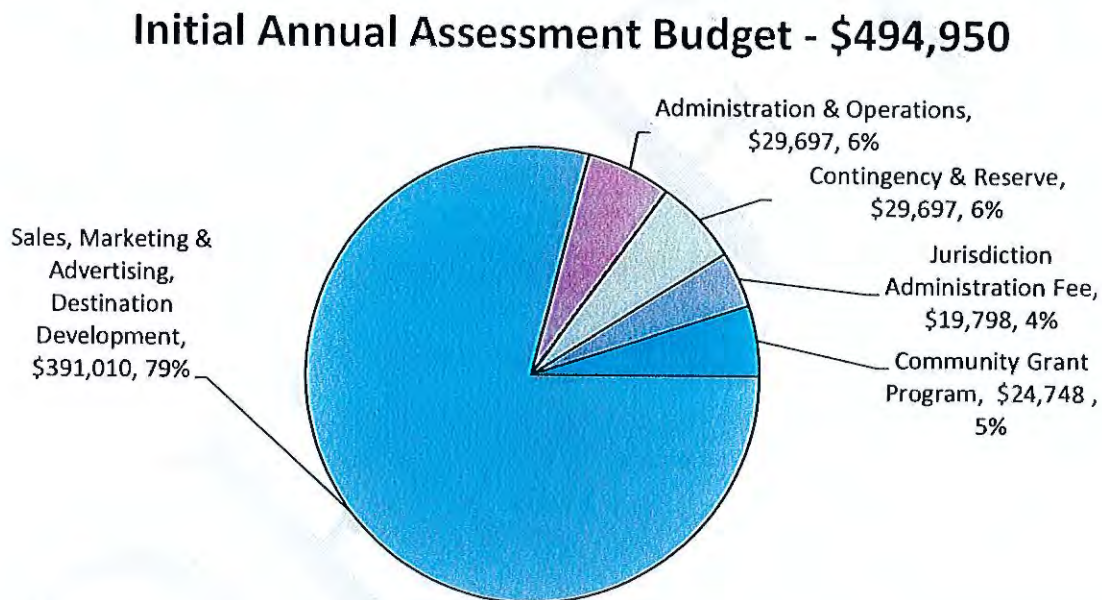


### III. ASSESSMENT BUDGET AND SERVICES

#### A. Annual Service Plan

Assessment funds will be spent to provide specific benefits conferred or privileges granted directly to the payors that are not provided to those not charged. The privileges and services provided with the NTMD funds are sales, marketing & advertising, destination development, community grant program and related administration programs available only to assessed businesses.

A service plan assessment budget has been developed to deliver services that benefit the assessed businesses. A detailed annual assessment budget, with recommendations from the District Management Committee, will be developed and approved by DN. The chart below illustrates the initial annual assessment budget allocations. These activities and allocations will also apply in subsequent years. The total initial assessment budget is estimated to be \$494,950 based on the initial assessment rate of \$1.50.



Although actual revenues will fluctuate due to market conditions, the proportional allocations of the budget shall remain the same. However, the DN board, with recommendations from the District Management Committee, shall have the authority to adjust budget allocations between the categories by no more than fifteen percent (15%) of the total budget per year. A description of the proposed improvements and activities for the initial year of operation is below. The same activities are proposed for subsequent years. In the event of a legal challenge against the NTMD, any and all assessment funds may be used for the costs of defending the NTMD.

Each budget category includes all costs related to providing that service. For example, the sales budget includes the cost of staff time dedicated to overseeing and implementing the sales. Staff time dedicated purely to administrative tasks is allocated to the administrative portion of the budget. The costs of an individual staff member may be allocated to multiple budget categories. The staffing levels necessary to provide the services below will be determined by DN on an as-needed basis.



The funds generated by the NTMD assessment will be strategically deployed via a comprehensive and integrated sales, marketing & advertising, and destination development budget programs aimed at promoting the entire destination and maximizing demand for overnight stays in lodging businesses paying the NTMD assessment. NTMD supplemental services will increase overnight tourism and market assessed lodging businesses thereby increasing room night sales and revenue at assessed lodging businesses. Programs and initiatives will include the following:

### **Sales**

A strategic sales and services program will secure and provide services to conventions, meetings, and events coming to the City, with an overarching goal of driving incremental destination-wide related business from key vertical, feeder, and growth markets to the benefit of the assessed businesses. The program will include the following kinds of activities:

- Dedicated funds to support incentives, hosting fees, and other offsetting costs associated with securing strategic industry events, incremental group and event business, and/or large-scale events for the destination that generate room nights for the assessed businesses;
- Direct sales activities driving destination-wide event-center related business – in turn, benefitting the assessed businesses by driving room nights and compression for the assessed businesses;
- Strategic partnerships, sponsorships, or other alliances that reinforce Newport as a destination of choice within the travel marketplace for meetings, events, and leisure travel – in turn, generating greater room night sales to the assessed businesses;
- Attendance at tradeshow, conferences, and professional industry/partner events to promote the destination and the assessed businesses;
- Sales missions, site inspections, and familiarization tours in domestic and international markets that showcase the destination and the assessed businesses.

### **Marketing & Advertising (Leisure + Trade)**

A strategic marketing, advertising and PR program to promote Newport, RI as a preferred leisure, meeting and event destination, with an overarching goal of driving increased overnight visitation to the benefit of the assessed businesses. The program will include the following kinds of activities:

- Regional and national leisure and sales marketing for Newport, RI and marketing programs inclusive of broadcast, digital, print, Pay-Per-Click and out-of-home channels, designed to increase awareness of and drive overnight traffic to the destination – in turn, benefitting the assessed businesses through increased consumer demand;
- Membership dues for organizations that provide advocacy services, support, and/or content that will assist with destination brand awareness for lodging businesses paying the TID business assessment;
- Public Relations programs and/or representation that enhance the profile of Newport, RI as a leisure and meetings destination– in turn, benefitting the assessed businesses through increased consumer demand;
- Brand development and reinforcement, including, but not limited to, hosting a website, and preparing and producing collateral promotional material;
- Provide consolidated business advocacy and programs for workforce development and training initiatives in Newport;

- International marketing and PR initiatives driving in-bound meetings and leisure travel to Newport, RI – in turn, benefitting the assessed businesses through increased consumer demand and increased room night bookings; and

### **Destination Development**

Funds may be deployed to support destination development capital improvements and services that enhance the overall visitor experience but with an emphasis on overnight visitors at the assessed businesses or to enhance the destination's appeal that will contribute to the overall ambiance, attractiveness, and accessibility of the area. The NTMD will develop specific criteria for funding capital improvements and services, including an understanding that any such services and projects would be to benefit the assessed businesses and additive to and not in the place of core services.

### **Community Grant Program**

The Community Grant Program portion of the budget shall provide financial support for a range of community projects that directly benefit the assessed lodging businesses within the NTMD. Eligible applicants for these grants include the City, nonprofit organizations, and other corporations. All funded projects must align with the objectives of this Plan and demonstrate a clear benefit to the assessed lodging businesses. Examples of eligible projects or services include, but are not limited to:

- Construction, maintenance and serving of public restrooms;
- Installation and serving of trash bins;
- Beautification efforts; and
- Workforce development programs for assessed lodging businesses employees.

### **Administration and Operations**

The administration portion of the budget shall be utilized for the costs related to DN services particular to delivering enhanced and/or new programs and business opportunities, the administration and operations portion of the budget shall be utilized for similarly enhanced and or new administrative staffing costs, office costs, advocacy, ROI measurement and reporting and other general administrative costs such as insurance, legal, and accounting fees incurred by DN. This portion of the budget will also support the meetings of the District Management Committee.

### **Contingency/Reserve**

A portion of the budget will be allocated to a contingency fund to account for lower-than-anticipated collections. If collected contingency funds remain in the budget near the expiration of the NTMD term, and business owners wish to renew the NTMD, the contingency funds may be used for renewal costs. Similarly, Discover Newport can allocate funds in one year to be held in reserve to fund specific events/programs in a future year, especially if those events may require such significant resources whereby it would be advantageous to build funds in advance and potentially allow for interest collection.

### **Jurisdiction Administration Fee**

The jurisdiction may charge a fee for services particular to administering the collection and enforcement of assessment revenues administrative fee for its costs to collect the assessment. The City's administrative charge will be four percent (4%) of the assessments collected and reported annually as part of the annual report submitted by DN. The City may retain the administrative fee as

a deduction of assessment revenues. The City will forward assessment revenues less administrative fees to DN within thirty (30) days of receipt of assessment revenues.

#### **IV. COST-SHARING FORMULA**

##### **A. Businesses Subject to Assessment**

DN may increase the assessment rate incrementally, up to the maximum allowable rates as follows: the initial assessment shall be \$1.50, the assessment rate in year two (2) shall not exceed \$2.00; the assessment rate in years three (3) and four (4) shall not exceed \$4.00; the assessment rate in years five (5) through ten (10) shall not exceed \$5.00. Based on the benefit received, assessments will not be collected on: stays of more than thirty (30) consecutive days; and stays pursuant to State of Rhode Island – Division of Taxation Hotels and Other Accommodations Sales and Use Tax & Hotel Regulation 280-RICR-20-70-51 & §44-18-30 of the Sales and Use Taxes-Liability and Computation Law.

The assessment is levied upon and is a direct obligation of the lodging business paying the assessment. However, the lodging business may, at its discretion, pass the assessment on to customers. The amount of the assessment, if passed on to each customer, shall be disclosed in advance and separately stated from the amount of rent charged and any other applicable taxes, and each customer shall receive a receipt for payment from the lodging business paying the assessment. The assessment shall be disclosed as the “Tourism Marketing Assessment”. Any assessments that may be passed onto the customer may be subject to additional state or local taxes.

##### **B. Rollover Funds**

Any and all unused assessment funds collected during a year may be rolled over to the subsequent year to be used for programs detailed in Section III of this Plan. In the event of termination of the NTMD, after all outstanding debts are paid, derived from the collection of the assessment or derived from the sale of NTMD assets acquired with the revenues shall be spent as near as possible in accordance with this Plan or shall be refunded to the owners of the lodging businesses then located and operating within the NTMD who paid the assessment by applying the same method that was used to calculate the assessment in the fiscal year in which the NTMD is disestablished or expires.

##### **C. Collections/Overdue Charges**

The City will collect the assessment on a monthly basis from all lodging businesses paying the assessment and shall remit the collected funds to DN on a monthly basis. The City shall take all reasonable efforts to collect the assessments from each lodging business paying the assessment and shall retain four percent (4%) of NTMD assessment revenue to cover the cost of collection, administration, and costs incurred in pursuing payment of delinquent assessments. The City will pursue collections of all delinquencies, including all applicable overdue charges and interests on any delinquency. Overdue charges and interest will be applied in the same manner as provided for hotel taxes in the City. In the event of legal costs associated with collecting overdue charges, the City of Newport may bill Discover Newport for any legal costs and Discover Newport may use assessment funds to cover such legal costs.

## **V. TIME FOR COMPLETION OF ALL PROPOSED PROGRAMS AND SERVICES**

All supplemental programs and services identified in this Plan will commence during the first year of NTMD activity and continue on an ongoing basis for the ten (10) year term of the NTMD.

## **VI. NTMD MANAGEMENT**

Pursuant to §45-59.1-5 of the TID Law, the Owners' Association designated in the tourism improvement district plan shall have full discretion to select the specific activities and improvements within the authorized parameters of the tourism improvement district plan that shall be funded with tourism improvement district revenue. Discover Newport (DN), an existing nonprofit corporation, is designated via this Plan as the Owners' Association for the NTMD and is charged with managing the funds raised by NTMD and fulfilling the obligations of the NTMD Plan. DN shall create a District Management Committee composed of a majority of assessed business owners, or their authorized representatives, who shall be charged with managing the funds raised by the NTMD and fulfilling the obligations of the NTMD Plan. DN is responsible for submitting a financial and marketing plan for the NTMD services and expenditures, which will be submitted to the District Management Committee for approval. Once approved by the District Management Committee, the financial and marketing plan shall be submitted to the DN Board for final approval and executed by DN staff.

### **A. District Management Committee Structure**

The DMC will consist of eight (8) members. All members will be appointed by DN and shall be owners or their authorized representatives of assessed lodging businesses located within the NTMD.

### **B. Annual Report**

Pursuant to §45-59.1-15 of the TID Law, the Owners' Association shall cause to be prepared a report for each fiscal year, except the first year, for which assessments are to be levied and collected to pay the costs of the activities described in the report. The first report shall be due ninety (90) days after the first year of operation of the NTMD.

The report shall be filed with the City and shall refer to the NTMD by name, specify the fiscal year to which the report applies, and, with respect to that fiscal year, shall contain all of the following information:

1. The activities and improvements to be provided for that fiscal year;
2. An estimate of the cost of providing the activities and improvements for that fiscal year;
3. The method and basis of levying the assessments in sufficient detail to allow each business owner to estimate the amount of the assessment to be levied against his or her business for that fiscal year; and
4. The estimated amount of any surplus or deficit revenues to be carried over from a previous fiscal year.



The City may approve the report as filed by DN or may make recommendations for approval to the annual report within forty-five (45) days of receiving the annual report. The annual report shall be final and approved within ninety (90) days following its submission by DN to the City.

**C. Return on Investment Measurement**

DN and the District Management Committee shall develop criteria to measure the return on investment from NTMD expenditures. Factors to be considered include: hotel tax revenues, hotel room night revenues, average daily rate (ADR), and revenue per available room (RevPAR), attendance, marketable impressions and/or website traffic.

## APPENDIX 1 – LAW

### AN ACT RELATING TO TOWNS AND CITIES — TOURISM IMPROVEMENT DISTRICTS

It is enacted by the General Assembly as follows:

SECTION 1. Title 45 of the General Laws entitled “TOWNS AND CITIES” is hereby amended by adding thereto the following chapter:

#### CHAPTER 59.1 Tourism Improvement Districts

##### 45-59.1-1. Short Title.

This act shall be known and may be cited as the “Tourism Improvement Districts Act.”

##### 45-59.1-2. Legislative findings and purpose.

(a) It is found and declared that:

(1) Tourism is a major source of employment, income, and tax revenues in this state, and the expansion of the tourism industry is vital to the growth of the state’s economy.

(2) The tourism industry is important to this state, not only because of the number of people it serves and the vast human, financial, and physical resources it employs, but because of the benefits tourism and related activities confer on individuals and on society as a whole.

(3) Local government oversight and resources are needed to implement a coordinated and effective marketing program consistent with the needs of specific areas of this state, and to optimize the considerable investment of time, energy, capital, and resources being made by the tourism industry.

(b) It is the purpose of this chapter to authorize municipalities to create tourism improvement districts for the purpose of providing the services and undertaking the activities described in this chapter to supplement, not supplant, existing funding provided by the state and municipalities implementing a tourism investment district.

##### 45-59.1-3. Definitions.

As used in this chapter:

(1) “Activity” means any programs or services provided for the purpose of conferring specific benefits upon the businesses that are located in the tourism improvement district and to which an assessment is charged.

(2) “Assessment” means a levy for the purpose of providing activities and improvements that will provide benefits to businesses located within a tourism improvement district that are subject to the tourism improvement district assessment. Assessments may be based on a percent of gross business revenue, a fixed dollar amount per transaction, or any other reasonable method based upon benefit, and approved by the municipality.

(3) “Authorizing resolution” means a resolution adopted by the municipality that authorizes the formation or renewal of a tourism improvement district and the levying of assessments.

(4) “Business” means any business establishment of the type or class that is described in the tourism improvement district plan and the authorizing resolution.

(5) “Business owner” means any person recognized by the municipality as the owner of the business. The municipality has no obligation to obtain other information as to the ownership of

businesses, and its determination of ownership shall be final and conclusive for the purposes of this chapter. Wherever this chapter requires the signature of the business owner, the signature of the authorized representative of the business owner shall be sufficient.

(6) “Improvement” means an acquisition, construction, installation, or maintenance relating to tangible property, with an estimated useful life of five (5) years or more that is designed to provide benefits to assessed businesses.

(7) “Lead municipality” means the municipality in which the tourism improvement district plan is filed for the establishment of a tourism improvement district where such district includes more than one municipality.

(8) “Municipality” means any city or town in the state of Rhode Island.

(9) “Owners’ association” means a new or existing nonprofit corporation charged with promoting tourism within the area of the tourism improvement district that is under contract with the municipality to administer the tourism improvement district and implement activities and improvements specified in the tourism improvement district plan.

(10) “Tourism improvement district” means a tourism improvement district established pursuant to this chapter.

(11) “Tourism improvement district plan” means a plan as prescribed in § 45-59.1-5.

#### 45-59.1-4. Boundaries of a tourism improvement district — Requirement of consent.

(a) Municipalities may create tourism improvement districts pursuant to this chapter.

(b) A municipality may form a tourism improvement district that assesses any business located within the boundaries as determined by the municipality. Should any lead municipality choose to include other municipalities within the boundaries of a tourism improvement district, each participating municipality must provide written consent from the governing body of each participating municipality. In the event there are multiple consenting municipalities, upon successful receipt of consent from all participating municipalities, the lead municipality shall govern and administer the tourism improvement district.

(c) The boundaries of any proposed tourism improvement district may overlap with the boundaries of another tax, assessment, or special tax assessment area or management district created pursuant to Rhode Island law.

#### 45-59.1-5. Contents of tourism improvement district plan.

A tourism improvement district plan shall include, but not be not limited to, all of the following:

(1) A map that identifies the tourism improvement district boundaries in sufficient detail to allow a business owner to reasonably determine whether a business is located within the tourism improvement district boundaries. The boundaries of a tourism improvement district may overlap with other tourism improvement districts established pursuant to this chapter.

(2) The name of the proposed tourism improvement district.

(3) The name of the owners’ association.

(i) Where a newly formed nonprofit corporation is designated as the owners’ association, the certificate of incorporation or bylaws shall provide that the owners’ association’s governing board shall be composed of a majority of business owners, or their authorized representatives, who pay the tourism improvement district assessment.

(ii) Where an existing nonprofit corporation is designated as the owners’ association, the nonprofit shall create a committee composed of a majority of businesses owners, or their authorized representatives, who shall be charged with managing the funds raised by the tourism improvement district and fulfilling the obligations of the tourism improvement district plan.

(iii) The owners’ association shall have full discretion to select the specific activities and improvements within the authorized parameters of the tourism improvement district plan that shall be funded with tourism improvement district assessment revenue.

(4) The activities and improvements proposed for each year of operation of the tourism improvement district and the estimated cost thereof. If the activities and improvements proposed for each year of operation are the same, a description of the first year's proposed activities and improvements and a statement that the same activities and improvements are proposed for subsequent years shall satisfy the requirements of this subsection.

(5) The estimated annual amount proposed to be expended for activities and improvements during each year of operation of the tourism improvement district. This amount may be estimated based upon the assessment rate. If the estimated annual amount proposed to be expended in each year of operation of the tourism improvement district is not significantly different, the amount proposed to be expended in the initial year and a statement that a similar amount applies to subsequent years shall satisfy the requirements of this subsection.

(6) The proposed source or sources of financing, including the proposed method and basis of levying the assessment in sufficient detail to allow each business owner to calculate the amount of the assessment to be levied against their business. The tourism improvement district plan may set forth increases in assessments for any year of operation of the tourism improvement district. Any business of the type or class of businesses that are subject to the assessment that commences operations during the tourism improvement district's term shall be subject to the assessment.

(7) The time and manner of collecting the assessments and any interest or penalties for non-payment.

(8) The specific number of years in which assessments will be levied. In a new tourism improvement district, the maximum number of years shall be ten (10). Upon renewal, a district shall have a term not to exceed twenty (20) years. The tourism improvement district plan may set forth specific increases in assessments for each year of operation of the district;

(9) Any proposed rules to be applicable to the tourism improvement district.

(10) A definition describing the types or classes of businesses to be included in the tourism improvement district and subject to the tourism improvement district assessment.

45-59.1-6. Initiation of proceedings — Petition for a proposed tourism improvement district.

(a) Upon submission to the clerk of a municipality of a written petition, the municipality may initiate proceedings to form a tourism improvement district by adopting a resolution expressing its intention to form a tourism improvement district. The written petition may be signed by either:

(1) Business owners or their authorized representatives who will pay sixty percent (60%) or more of the assessments proposed to be levied; or

(2) Business owners or their authorized representatives who constitute sixty percent (60%) or more of the total rooms within the tourism improvement district.

(b) The petition of business owners required under subsection (a) of this section shall include a summary of the tourism improvement district plan. That summary shall include all of the following:

(1) A map showing the boundaries of the tourism improvement district.

(2) The types or classes of businesses that will be subject to the assessment.

(3) The assessment rate for the types or classes of business that will be subject to the assessment.

(4) Information specifying where the complete tourism improvement district plan can be obtained.

(5) Information specifying that the complete tourism improvement district plan shall be furnished upon request.

45-59.1-7. Hearing on establishment or renewal.

(a) If the municipality has received a successful petition pursuant to § 45-59.1-6, the municipality shall hold a public hearing on the establishment or renewal of the tourism improvement district prior to adoption of the authorizing resolution. Notice of the public hearing shall be mailed to the owners of the businesses proposed to be subject to the assessment.



(b) The municipality shall provide at least thirty (30) days' written notice of the public hearing at which the municipality proposes to establish or renew the tourism improvement district and levy the assessment.

(c) A protest may be made by any business owner that will be subject to the proposed assessment. Every protest shall be in writing and shall be filed with the municipality at or before the time fixed for the public hearing. The municipality may waive any irregularity in the form or content of any written protest. A written protest may be withdrawn in writing at any time before the conclusion of the public hearing. Each written protest shall contain a description of the business in which the person subscribing the protest is interested that shall be sufficient to identify the business and, if a person subscribing is not shown on the official records of the municipality as the owner of the business, the protest shall contain or be accompanied by written evidence that the person subscribing is the owner of the business or the authorized representative. A written protest that does not comply with this section shall not be counted in determining a majority protest. If written protests are received from sixty percent (60%) or more of business owners or their authorized representatives, as determined via the same majority calculation method chosen in § 45-59.1-6, and protests are not withdrawn so as to reduce the protests to less than sixty percent (60%), the municipality shall not levy the assessment.

(d) If a tourism improvement district includes multiple municipalities or portions thereof, the notice and hearing process set forth in this section shall be conducted by the lead municipality.

45-59.1-8. Changes to proposed assessment.

At the conclusion of the public hearing to establish or renew a tourism improvement district, the municipality may adopt, revise, change, reduce, or modify the proposed assessments, the boundaries of the tourism improvement district, or the types or classes of businesses within the tourism improvement district that would be subject to the assessment. Proposed assessments may only be revised by reducing them, either independently or together in a uniform manner. The proposed tourism improvement district boundary may only be revised to exclude territory that will not benefit from the proposed activities and improvements. The types or classes of businesses that will be subject to the proposed assessment may only be revised to exclude the business types or classes that will not benefit from the proposed activities and improvements. Any modifications, revisions, reductions, or changes to the proposed tourism improvement district plan shall be reflected in the tourism improvement district plan prior to the municipality's adoption of the resolution creating or renewing the tourism improvement district.

45-59.1-9. Authorizing resolution.

(a) If the municipality, following the public hearing, decides to establish or renew a proposed tourism improvement district, the municipality shall adopt an authorizing resolution that shall include, but is not limited to, all of the following:

(1) A brief description of the proposed activities and improvements, the amount of the proposed assessment, a statement as to the types or classes of businesses that will be subject to the assessment, and a description of the exterior boundaries of the tourism improvement district, which may be made by reference to any plan or map that is on file with the municipality. The descriptions and statements need not be detailed and shall be sufficient if they enable an owner to generally identify the nature and extent of the activities and improvements and the location and extent of the tourism improvement district.

(2) The time and place where the public hearing was held concerning the establishment or renewal of the tourism improvement district.

(3) A determination regarding any protests received. The municipality shall not establish or renew the tourism improvement district or levy assessments if a majority protest was received as described in § 45-59.1-7(c).

(4) A statement that the businesses in the tourism improvement district established by the resolution shall be subject to any amendments to this chapter.

(5) A statement that the activities and improvements to be conferred on businesses in the tourism improvement district will be funded by the proceeds of assessments. The revenue from the assessments within a tourism improvement district shall not be used for any purpose other than the purposes specified in the tourism improvement district plan, as authorized or modified by the municipality at the hearing concerning establishment or renewal of the tourism improvement district.

(6) A finding that the businesses within the tourism improvement district will benefit from the activities and improvements funded by the tourism improvement district assessments.

(b) The adoption of the authorizing resolution shall constitute the levy of assessments in each of the years referred to in the tourism improvement district plan.

#### 45-59.1-10. Expiration of tourism improvement district term.

If a tourism improvement district expires due to the term specified in § 45-59.1-5(a)(8), a new tourism improvement district plan may be created and the tourism improvement district may be renewed pursuant to this chapter.

#### 45-59.1-11. Time and manner of collection of assessments — Delinquent payments.

(a) The collection of the assessments levied pursuant to this chapter shall be made at the time and in the manner set forth by the municipality in the authorizing resolution. All delinquent payments for assessments levied pursuant to this chapter may be charged interest and penalties.

(b) Any delinquent payments for assessments, along with any interest or penalties, shall constitute a debt owed the municipality and may be collectable by the municipality as a debt under law.

(c) Any delinquent payments for assessments, interest, or penalties recovered under this section shall be expended in the same manner as provided in the authorizing resolution for proceeds of the assessment.

#### 45-59.1-12. Validity of assessment.

The validity of an assessment levied under this chapter shall not be contested in any action or proceeding unless the action or proceeding is commenced within thirty (30) days after the authorizing resolution is adopted pursuant to § 45-59.1-9. Any appeal from a final judgment in an action or proceeding shall be perfected within thirty (30) days after the entry of judgment.

#### 45-59.1-13. Certification to establish levels of services and funding.

The tourism improvement district is intended to provide supplemental funding and services and not to supplant existing funding or services. After establishing a tourism improvement district, the municipality shall not decrease the level of publicly funded tourism promotion services in a tourism improvement district existing prior to the creation of such tourism improvement district.

#### 45-59.1-14. Modification to the tourism improvement district plan.

(a) The owners' association, at any time, may request that the municipality modify the tourism improvement district plan. Any modification of the tourism improvement district plan shall be made pursuant to this chapter. The tourism improvement district plan shall not be modified, except by the request of the owners' association and only in the manner requested by the owners' association.

(b) Upon the written request of the owners' association, the municipality may modify the tourism improvement district plan by adopting a resolution determining to make the modifications after conducting one public hearing on the proposed modifications. If the modification includes the levy of a new or increased assessment or the expansion of the tourism improvement district's geographic boundaries, the municipality shall comply with all procedures required for establishment

of a new tourism improvement district provided by this chapter. Notice of all other public hearings pursuant to this section shall comply with both of the following:

- (1) The resolution of intention to modify shall be published once at least seven (7) days before the public hearing in a newspaper of general circulation in the municipality.
- (2) A complete copy of the resolution of intention to modify shall be mailed by first class mail, at least ten (10) days before the public hearing, to each business owner affected by the proposed modification.
- (c) The municipality shall adopt a resolution of intention to modify which states the proposed modification prior to the public hearing required by this section. The public hearing shall be held not more than ninety (90) days after the adoption of the resolution of intention to modify.

#### 45-59.1-15. Reports.

- (a) The owners' association shall cause to be prepared a report for each fiscal year, except the first year, for which assessments are to be levied and collected to pay the costs of the activities described in the report. The owners' association's first report shall be due ninety (90) days after the first year of operation of the tourism improvement district.
- (b) The report shall be filed with the municipality and shall refer to the tourism improvement district by name, specify the fiscal year to which the report applies, and, with respect to that fiscal year, shall contain all of the following information:
  - (1) The activities and improvements to be provided for that fiscal year.
  - (2) An estimate of the cost of providing the activities and improvements for that fiscal year.
  - (3) The method and basis of levying the assessments in sufficient detail to allow each business owner to estimate the amount of the assessment to be levied against his or her business for that fiscal year.
  - (4) The estimated amount of any surplus or deficit revenues to be carried over from a previous fiscal year.
- (c) The municipality may approve the report as filed by the owners' association or may make recommendations for approval to the annual report within forty-five (45) days of receiving the annual report. The annual report shall be final and approved within ninety (90) days following its submission by the owners' association to the municipality.

#### 45-59.1-16. Renewal of tourism improvement district.

- (a) Any tourism improvement district previously established whose term has expired, or will expire, may be renewed by following the procedures for establishment as provided in this chapter.
- (b) Upon renewal, any remaining revenues derived from assessments, or any revenues derived from the sale of assets acquired with the revenues, shall be transferred to the renewed tourism improvement district.
- (c) There is no requirement that the boundaries, assessments, activities, or improvements of a renewed tourism improvement district be the same as the original or prior tourism improvement district.

#### 45-59.1-17. Dissolution of district.

- (a) A tourism improvement district established or extended pursuant to this chapter may be dissolved by adoption of a resolution by the municipality pursuant to this section when there is no indebtedness, outstanding and unpaid, incurred to accomplish any of the purposes of the tourism improvement district, and when either of the following circumstances apply:
  - (1) The municipality finds there has been misappropriation of funds or other malfeasance.
  - (2) The municipality finds there has been a violation of law in connection with the management of the tourism improvement district.

(b) During each year of operation of the tourism improvement district, there shall be a thirty (30) day period in which businesses subject to the assessment may request dissolution of the tourism improvement district. The first period shall begin two (2) years after the date of establishment of the tourism improvement district and shall continue for thirty (30) days. Each successive year of operation of the tourism improvement district shall have such a thirty (30) day period. Upon the written petition of sixty percent (60%) or more of business owners or their authorized representatives, as determined via the same majority calculation method chosen in § 45-59.1-6, the municipality shall pass a resolution of intention to disestablish the tourism improvement district. The municipality shall give public notice of any hearing on disestablishment.

(c) The municipality shall adopt a resolution of intention to disestablish the tourism improvement district prior to the public hearing required by this section. The resolution shall state the reason for the potential dissolution, shall state the time and place of the public hearing, and shall contain a proposal to dispose of any assets acquired with the revenues of the assessments levied within the tourism improvement district. The notice of the hearing on dissolution required by this section shall be given by mail to the owner of each business subject to assessments in the tourism improvement district. The municipality shall conduct the public hearing not less than thirty (30) days after mailing the notice to the business owners. The public hearing shall be held not more than sixty (60) days after the adoption of the resolution of intention. At the conclusion of the public hearing, the municipality shall adopt a resolution dissolving the tourism improvement district.

(d) After holding a noticed hearing, the municipality shall notify the owners' association to remedy the findings of the municipality within thirty (30) days. Such public hearing shall be held and notice given to the benefited businesses and the owners' association not less than thirty (30) days prior to the hearing. If the owners' association does not remedy the violations within thirty (30) days of notification, or the municipality has not approved a plan to remedy the violation, at the conclusion of a hearing conducted under this section, the municipality may vote to terminate the tourism improvement district.

45-59.1-18. Remaining revenues.

Upon the dissolution or expiration without renewal of a tourism improvement district, any remaining revenues, after all outstanding debts are paid, derived from the levy of assessments, or derived from the sale of assets acquired with the revenues, shall be spent in accordance with the tourism improvement district plan or shall be refunded to the owners of the businesses then located and operating within the tourism improvement district in which assessments were levied by applying the same method and basis that was used to calculate the assessments levied in the fiscal year in which the tourism improvement district is disestablished or expires.

## SECTION 2.

This act shall take effect upon passage.

History

Approved by the Governor June 29, 2022

Effective date: June 29, 2022

Sponsor

Representatives Carson, Vella-Wilkinson, Slater, McEntee, Solomon, Barros, and Cortvriend

RHODE ISLAND ADVANCE LEGISLATIVE SERVICE

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THE CITY OF NEWPORT, RHODE ISLAND - AMERICA'S FIRST RESORT

February 20, 2025

Walter Andrews, General Manager  
Newport Marriott  
25 America's Cup Avenue  
Newport, RI 02840

**Re: Notice of a Public Hearing for the Purpose of Receiving Comments from all Interested Persons on the Establishment of the Newport Tourism Improvement District**

Dear Mr. Andrews:

Notice is hereby given that at 6:30 PM on March 26, 2025, at the City of Newport Council Chambers, Newport City Hall, 2<sup>nd</sup> Floor, 43 Broadway, Newport, RI 02840, a public hearing shall be held regarding the Newport Tourism Marketing District (the District) in accordance with the petition and District Plan submitted for the same.

This notice is being provided in accordance with Section 45-59.1-7 of the General Laws of Rhode Island (G.L.R.I.) because your business will be located within the boundaries of the District, and if approved, will be subject to the assessments provided for in the District Plan.

A protest may be made by any business owner that will be subject to the proposed assessment. Such protest must be submitted in the form required by, and comply with, the provisions of Section 45-59.1-7(C) G.L.R.I. The protest must be filed with the Newport City Clerk at or before the time set for the public hearing.

A copy of the petition may be examined in the Office of the Newport City Clerk, 43 Broadway, Newport, RI 02840.

Very truly yours,

  
Laura C. Swistak, CMC  
City Clerk

CITY CLERK  
CITY HALL, 43 BROADWAY, NEWPORT, RI 02840  
Telephone 401-845-5300---Fax 401-849-8757



THE CITY OF NEWPORT, RHODE ISLAND - AMERICA'S FIRST RESORT

February 20, 2025

David Smiley, General Manager  
Newport Harbor Island Resort  
1 Goat Island  
Newport, RI 02840

**Re: Notice of a Public Hearing for the Purpose of Receiving Comments from all Interested Persons on the Establishment of the Newport Tourism Improvement District**

Dear Mr. Smiley:

Notice is hereby given that at 6:30 PM on March 26, 2025, at the City of Newport Council Chambers, Newport City Hall, 2<sup>nd</sup> Floor, 43 Broadway, Newport, RI 02840, a public hearing shall be held regarding the Newport Tourism Marketing District (the District) in accordance with the petition and District Plan submitted for the same.

This notice is being provided in accordance with Section 45-59.1-7 of the General Laws of Rhode Island (G.L.R.I.) because your business will be located within the boundaries of the District, and if approved, will be subject to the assessments provided for in the District Plan.

A protest may be made by any business owner that will be subject to the proposed assessment. Such protest must be submitted in the form required by, and comply with, the provisions of Section 45-59.1-7(C) G.L.R.I. The protest must be filed with the Newport City Clerk at or before the time set for the public hearing.

A copy of the petition may be examined in the Office of the Newport City Clerk, 43 Broadway, Newport, RI 02840.

Very truly yours,



Laura C. Swistak, CMC  
City Clerk

City Clerk  
City Hall, 43 Broadway, Newport, RI 02840  
Telephone 401-845-5300 • Fax 401-849-8757  
[www.cityofnewport.com](http://www.cityofnewport.com)



THE CITY OF NEWPORT, RHODE ISLAND - AMERICA'S FIRST RESORT

February 20, 2025

Derek Shelly, General Manager  
Hotel Viking  
One Bellevue Ave.  
Newport, RI 02840

**Re: Notice of a Public Hearing for the Purpose of Receiving Comments from all Interested Persons on the Establishment of the Newport Tourism Improvement District**

Dear Mr. Shelly:

Notice is hereby given that at 6:30 PM on March 26, 2025, at the City of Newport Council Chambers, Newport City Hall, 2<sup>nd</sup> Floor, 43 Broadway, Newport, RI 02840, a public hearing shall be held regarding the Newport Tourism Marketing District (the District) in accordance with the petition and District Plan submitted for the same.

This notice is being provided in accordance with Section 45-59.1-7 of the General Laws of Rhode Island (G.L.R.I.) because your business will be located within the boundaries of the District, and if approved, will be subject to the assessments provided for in the District Plan.

A protest may be made by any business owner that will be subject to the proposed assessment. Such protest must be submitted in the form required by, and comply with, the provisions of Section 45-59.1-7(C) G.L.R.I. The protest must be filed with the Newport City Clerk at or before the time set for the public hearing.

A copy of the petition may be examined in the Office of the Newport City Clerk, 43 Broadway, Newport, RI 02840.

Very truly yours,

  
Laura C. Swistak, CMC  
City Clerk

CITY CLERK  
CITY HALL, 43 BROADWAY, NEWPORT, RI 02840  
Telephone 401-845-5300---Fax 401-849-8757



THE CITY OF NEWPORT, RHODE ISLAND - AMERICA'S FIRST RESORT

February 20, 2025

Jason Bjerk, General Manager  
49 Newport Beverage, LLC  
49 America's Cup Ave.  
Newport, RI 02840

**Re: Notice of a Public Hearing for the Purpose of Receiving Comments from all Interested Persons on the Establishment of the Newport Tourism Improvement District**

Dear Mr. Bjerk:

Notice is hereby given that at 6:30 PM on March 26, 2025, at the City of Newport Council Chambers, Newport City Hall, 2<sup>nd</sup> Floor, 43 Broadway, Newport, RI 02840, a public hearing shall be held regarding the Newport Tourism Marketing District (the District) in accordance with the petition and District Plan submitted for the same.

This notice is being provided in accordance with Section 45-59.1-7 of the General Laws of Rhode Island (G.L.R.I.) because your business will be located within the boundaries of the District, and if approved, will be subject to the assessments provided for in the District Plan.

A protest may be made by any business owner that will be subject to the proposed assessment. Such protest must be submitted in the form required by, and comply with, the provisions of Section 45-59.1-7(C) G.L.R.I. The protest must be filed with the Newport City Clerk at or before the time set for the public hearing.

A copy of the petition may be examined in the Office of the Newport City Clerk, 43 Broadway, Newport, RI 02840.

Very truly yours,

Laura C. Swistak, CMC  
City Clerk

CITY CLERK  
CITY HALL, 43 BROADWAY, NEWPORT, RI 02840  
Telephone 401-845-5300---Fax 401-849-8757





THE CITY OF NEWPORT, RHODE ISLAND - AMERICA'S FIRST RESORT

February 20, 2025

Brian Young, Managing Director  
Castle Hill Inn  
590 Ocean Drive  
Newport, RI 02840

**Re: Notice of a Public Hearing for the Purpose of Receiving Comments from all Interested Persons on the Establishment of the Newport Tourism Improvement District**

Dear Mr. Young:

Notice is hereby given that at 6:30 PM on March 26, 2025, at the City of Newport Council Chambers, Newport City Hall, 2<sup>nd</sup> Floor, 43 Broadway, Newport, RI 02840, a public hearing shall be held regarding the Newport Tourism Marketing District (the District) in accordance with the petition and District Plan submitted for the same.

This notice is being provided in accordance with Section 45-59.1-7 of the General Laws of Rhode Island (G.L.R.I.) because your business will be located within the boundaries of the District, and if approved, will be subject to the assessments provided for in the District Plan.

A protest may be made by any business owner that will be subject to the proposed assessment. Such protest must be submitted in the form required by, and comply with, the provisions of Section 45-59.1-7(C) G.L.R.I. The protest must be filed with the Newport City Clerk at or before the time set for the public hearing.

A copy of the petition may be examined in the Office of the Newport City Clerk, 43 Broadway, Newport, RI 02840.

Very truly yours,

  
Laura C. Swistak, CMC  
City Clerk

CITY CLERK  
CITY HALL, 43 BROADWAY, NEWPORT, RI 02840  
Telephone 401-845-5300---Fax 401-849-8757



THE CITY OF NEWPORT, RHODE ISLAND - AMERICA'S FIRST RESORT

February 20, 2025

Raphael Pazzini, General Manager  
The Vanderbilt, LLC  
41 Mary Street  
Newport, RI 02840

**Re: Notice of a Public Hearing for the Purpose of Receiving Comments from all Interested Persons on the Establishment of the Newport Tourism Improvement District**

Dear Mr. Pazzini:

Notice is hereby given that at 6:30 PM on March 26, 2025, at the City of Newport Council Chambers, Newport City Hall, 2<sup>nd</sup> Floor, 43 Broadway, Newport, RI 02840, a public hearing shall be held regarding the Newport Tourism Marketing District (the District) in accordance with the petition and District Plan submitted for the same.

This notice is being provided in accordance with Section 45-59.1-7 of the General Laws of Rhode Island (G.L.R.I.) because your business will be located within the boundaries of the District, and if approved, will be subject to the assessments provided for in the District Plan.

A protest may be made by any business owner that will be subject to the proposed assessment. Such protest must be submitted in the form required by, and comply with, the provisions of Section 45-59.1-7(C) G.L.R.I. The protest must be filed with the Newport City Clerk at or before the time set for the public hearing.

A copy of the petition may be examined in the Office of the Newport City Clerk, 43 Broadway, Newport, RI 02840.

Very truly yours,

  
Laura C. Swistak, CMC  
City Clerk

CITY CLERK  
CITY HALL, 43 BROADWAY, NEWPORT, RI 02840  
Telephone 401-845-5300---Fax 401-849-8757



THE CITY OF NEWPORT, RHODE ISLAND - AMERICA'S FIRST RESORT

February 20, 2025

Daniel Balcenruk, General Manager  
Newport North Hotel Property, LLC  
151 Admiral Kalbfus Rd.  
Newport, RI 02840

**Re: Notice of a Public Hearing for the Purpose of Receiving Comments from all Interested Persons on the Establishment of the Newport Tourism Improvement District**

Dear Mr. Balcenruk:

Notice is hereby given that at 6:30 PM on March 26, 2025, at the City of Newport Council Chambers, Newport City Hall, 2<sup>nd</sup> Floor, 43 Broadway, Newport, RI 02840, a public hearing shall be held regarding the Newport Tourism Marketing District (the District) in accordance with the petition and District Plan submitted for the same.

This notice is being provided in accordance with Section 45-59.1-7 of the General Laws of Rhode Island (G.L.R.I.) because your business will be located within the boundaries of the District, and if approved, will be subject to the assessments provided for in the District Plan.

A protest may be made by any business owner that will be subject to the proposed assessment. Such protest must be submitted in the form required by, and comply with, the provisions of Section 45-59.1-7(C) G.L.R.I. The protest must be filed with the Newport City Clerk at or before the time set for the public hearing.

A copy of the petition may be examined in the Office of the Newport City Clerk, 43 Broadway, Newport, RI 02840.

Very truly yours,

  
Laura C. Swistak, CMC  
City Clerk

CITY CLERK  
CITY HALL, 43 BROADWAY, NEWPORT, RI 02840  
Telephone 401-845-5300---Fax 401-849-8757



THE CITY OF NEWPORT, RHODE ISLAND - AMERICA'S FIRST RESORT

February 20, 2025

Elizabeth Doucette, Owner  
Jailhouse Inn  
13 Marlborough St.  
Newport, RI 02840

**Re: Notice of a Public Hearing for the Purpose of Receiving Comments from all Interested Persons on the Establishment of the Newport Tourism Improvement District**

Dear Ms. Doucette:

Notice is hereby given that at 6:30 PM on March 26, 2025, at the City of Newport Council Chambers, Newport City Hall, 2<sup>nd</sup> Floor, 43 Broadway, Newport, RI 02840, a public hearing shall be held regarding the Newport Tourism Marketing District (the District) in accordance with the petition and District Plan submitted for the same.

This notice is being provided in accordance with Section 45-59.1-7 of the General Laws of Rhode Island (G.L.R.I.) because your business will be located within the boundaries of the District, and if approved, will be subject to the assessments provided for in the District Plan.

A protest may be made by any business owner that will be subject to the proposed assessment. Such protest must be submitted in the form required by, and comply with, the provisions of Section 45-59.1-7(C) G.L.R.I. The protest must be filed with the Newport City Clerk at or before the time set for the public hearing.

A copy of the petition may be examined in the Office of the Newport City Clerk, 43 Broadway, Newport, RI 02840.

Very truly yours,

  
Laura C. Swistak, CMC  
City Clerk

CITY CLERK  
CITY HALL, 43 BROADWAY, NEWPORT, RI 02840  
Telephone 401-845-5300---Fax 401-849-8757





THE CITY OF NEWPORT, RHODE ISLAND - AMERICA'S FIRST RESORT

February 20, 2025

Jamie Secor, General Manager  
Mill Street Inn  
75 Mill St.  
Newport, RI 02840

**Re: Notice of a Public Hearing for the Purpose of Receiving Comments from all Interested Persons on the Establishment of the Newport Tourism Improvement District**

Dear Mr. Secor:

Notice is hereby given that at 6:30 PM on March 26, 2025, at the City of Newport Council Chambers, Newport City Hall, 2<sup>nd</sup> Floor, 43 Broadway, Newport, RI 02840, a public hearing shall be held regarding the Newport Tourism Marketing District (the District) in accordance with the petition and District Plan submitted for the same.

This notice is being provided in accordance with Section 45-59.1-7 of the General Laws of Rhode Island (G.L.R.I.) because your business will be located within the boundaries of the District, and if approved, will be subject to the assessments provided for in the District Plan.

A protest may be made by any business owner that will be subject to the proposed assessment. Such protest must be submitted in the form required by, and comply with, the provisions of Section 45-59.1-7(C) G.L.R.I. The protest must be filed with the Newport City Clerk at or before the time set for the public hearing.

A copy of the petition may be examined in the Office of the Newport City Clerk, 43 Broadway, Newport, RI 02840.

Very truly yours,

Laura C. Swistak, CMC  
City Clerk

CITY CLERK  
CITY HALL, 43 BROADWAY, NEWPORT, RI 02840  
Telephone 401-845-5300---Fax 401-849-8757



THE CITY OF NEWPORT, RHODE ISLAND - AMERICA'S FIRST RESORT

February 20, 2025

Maureen Wall, Hotel Manager  
Forty One North, LLC  
351 Thames St.  
Newport, RI 02840

**Re: Notice of a Public Hearing for the Purpose of Receiving Comments from all Interested Persons on the Establishment of the Newport Tourism Improvement District**

Dear Ms. Wall:

Notice is hereby given that at 6:30 PM on March 26, 2025, at the City of Newport Council Chambers, Newport City Hall, 2<sup>nd</sup> Floor, 43 Broadway, Newport, RI 02840, a public hearing shall be held regarding the Newport Tourism Marketing District (the District) in accordance with the petition and District Plan submitted for the same.

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Very truly yours,

Laura C. Swistak, CMC  
City Clerk

CITY CLERK

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THE CITY OF NEWPORT, RHODE ISLAND - AMERICA'S FIRST RESORT

February 20, 2025

Raymond Minias, General Manager  
The Chanler  
117 Memorial Blvd.  
Newport, RI 02840

**Re: Notice of a Public Hearing for the Purpose of Receiving Comments from all Interested Persons on the Establishment of the Newport Tourism Improvement District**

Dear Mr. Minias:

Notice is hereby given that at 6:30 PM on March 26, 2025, at the City of Newport Council Chambers, Newport City Hall, 2<sup>nd</sup> Floor, 43 Broadway, Newport, RI 02840, a public hearing shall be held regarding the Newport Tourism Marketing District (the District) in accordance with the petition and District Plan submitted for the same.

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Very truly yours,

Laura C. Swistak, CMC  
City Clerk

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CITY HALL, 43 BROADWAY, NEWPORT, RI 02840  
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THE CITY OF NEWPORT, RHODE ISLAND - AMERICA'S FIRST RESORT

February 20, 2025

Michael Lennahan, Controller  
Newport Time Resorts, Inc.  
65 Ridge Rd.  
Newport, RI 02840

**Re: Notice of a Public Hearing for the Purpose of Receiving Comments from all Interested Persons on the Establishment of the Newport Tourism Improvement District**

Dear Mr. Lennahan:

Notice is hereby given that at 6:30 PM on March 26, 2025, at the City of Newport Council Chambers, Newport City Hall, 2<sup>nd</sup> Floor, 43 Broadway, Newport, RI 02840, a public hearing shall be held regarding the Newport Tourism Marketing District (the District) in accordance with the petition and District Plan submitted for the same.

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City Clerk

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THE CITY OF NEWPORT, RHODE ISLAND - AMERICA'S FIRST RESORT

February 20, 2025

Jonathan A. Ross, Managing Director  
Brenton Hotel, LLC  
31 America's Cup Avenue  
Newport, RI 02840

**Re: Notice of a Public Hearing for the Purpose of Receiving Comments from all Interested Persons on the Establishment of the Newport Tourism Improvement District**

Dear Mr. Ross:

Notice is hereby given that at 6:30 PM on March 26, 2025, at the City of Newport Council Chambers, Newport City Hall, 2<sup>nd</sup> Floor, 43 Broadway, Newport, RI 02840, a public hearing shall be held regarding the Newport Tourism Marketing District (the District) in accordance with the petition and District Plan submitted for the same.

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Very truly yours,

  
Laura C. Swistak, CMC  
City Clerk

CITY CLERK  
CITY HALL, 43 BROADWAY, NEWPORT, RI 02840  
Telephone 401-845-5300---Fax 401-849-8757



THE CITY OF NEWPORT, RHODE ISLAND - AMERICA'S FIRST RESORT

February 20, 2025

Randi Milewski, General Manager  
The Hammetts Wharf Hotel 84  
4 Commercial Wharf  
Newport, RI 02840

**Re: Notice of a Public Hearing for the Purpose of Receiving Comments from all Interested Persons on the Establishment of the Newport Tourism Improvement District**

Dear Mr. Milewski,

Notice is hereby given that at 6:30 PM on March 26, 2025, at the City of Newport Council Chambers, Newport City Hall, 2<sup>nd</sup> Floor, 43 Broadway, Newport, RI 02840, a public hearing shall be held regarding the Newport Tourism Marketing District (the District) in accordance with the petition and District Plan submitted for the same.

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Very truly yours,

Laura C. Swistak, CMC  
City Clerk

CITY CLERK  
CITY HALL, 43 BROADWAY, NEWPORT, RI 02840  
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THE CITY OF NEWPORT, RHODE ISLAND - AMERICA'S FIRST RESORT

February 20, 2025

Elizabeth Doucette, Owner  
Yankee Peddler Inn  
113 Touro St.  
Newport, RI 02840

**Re: Notice of a Public Hearing for the Purpose of Receiving Comments from all Interested Persons on the Establishment of the Newport Tourism Improvement District**

Dear Ms. Doucette,

Notice is hereby given that at 6:30 PM on March 26, 2025, at the City of Newport Council Chambers, Newport City Hall, 2<sup>nd</sup> Floor, 43 Broadway, Newport, RI 02840, a public hearing shall be held regarding the Newport Tourism Marketing District (the District) in accordance with the petition and District Plan submitted for the same.

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Very truly yours,

Laura C. Swistak, CMC  
City Clerk

CITY CLERK  
CITY HALL, 43 BROADWAY, NEWPORT, RI 02840  
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THE CITY OF NEWPORT, RHODE ISLAND - AMERICA'S FIRST RESORT

February 20, 2025

Lewis J. Gordon, General Manager  
Francis Malbone House  
392 Thames St.  
Newport, RI 02840

**Re: Notice of a Public Hearing for the Purpose of Receiving Comments from all Interested Persons on the Establishment of the Newport Tourism Improvement District**

Dear Mr. Gordon,

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Very truly yours,

  
Laura C. Swistak, CMC  
City Clerk

CITY CLERK  
CITY HALL, 43 BROADWAY, NEWPORT, RI 02840  
Telephone 401-845-5300---Fax 401-849-8757





THE CITY OF NEWPORT, RHODE ISLAND - AMERICA'S FIRST RESORT

February 20, 2025

Brian Fitzgerald, Owner  
The Admiral Fitzroy Inn  
398 Thames St.  
Newport, RI 02840

**Re: Notice of a Public Hearing for the Purpose of Receiving Comments from all Interested Persons on the Establishment of the Newport Tourism Improvement District**

Dear Mr. Fitzgerald,

Notice is hereby given that at 6:30 PM on March 26, 2025, at the City of Newport Council Chambers, Newport City Hall, 2<sup>nd</sup> Floor, 43 Broadway, Newport, RI 02840, a public hearing shall be held regarding the Newport Tourism Marketing District (the District) in accordance with the petition and District Plan submitted for the same.

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A copy of the petition may be examined in the Office of the Newport City Clerk, 43 Broadway, Newport, RI 02840.

Very truly yours,

  
Laura C. Swistak, CMC  
City Clerk

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CITY HALL, 43 BROADWAY, NEWPORT, RI 02840  
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THE CITY OF NEWPORT, RHODE ISLAND - AMERICA'S FIRST RESORT

February 20, 2025

Kathy Anderson, General Manager  
Wellington Resort  
P.O Box 296  
Newport, RI 02840

**Re: Notice of a Public Hearing for the Purpose of Receiving Comments from all Interested Persons on the Establishment of the Newport Tourism Improvement District**

Dear Ms. Anderson,

Notice is hereby given that at 6:30 PM on March 26, 2025, at the City of Newport Council Chambers, Newport City Hall, 2<sup>nd</sup> Floor, 43 Broadway, Newport, RI 02840, a public hearing shall be held regarding the Newport Tourism Marketing District (the District) in accordance with the petition and District Plan submitted for the same.

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A copy of the petition may be examined in the Office of the Newport City Clerk, 43 Broadway, Newport, RI 02840.

Very truly yours,

Laura C. Swistak, CMC  
City Clerk

CITY CLERK

CITY HALL, 43 BROADWAY, NEWPORT, RI 02840

Telephone 401-845-5300---Fax 401-849-8757



THE CITY OF NEWPORT, RHODE ISLAND - AMERICA'S FIRST RESORT

February 20, 2025

Charles M. Holder, Jr., Operations Manager  
Gardiner House  
24 Lee's Wharf  
Newport, RI 02840

**Re: Notice of a Public Hearing for the Purpose of Receiving Comments from all Interested Persons on the Establishment of the Newport Tourism Improvement District**

Dear Mr. Holder,

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Very truly yours,

Laura C. Swistak, CMC  
City Clerk

CITY CLERK  
CITY HALL, 43 BROADWAY, NEWPORT, RI 02840  
Telephone 401-845-5300---Fax 401-849-8757



THE CITY OF NEWPORT, RHODE ISLAND - AMERICA'S FIRST RESORT

February 20, 2025

Taylor Lesandrini, General Manager  
Island House Newport  
37 Memorial Blvd.  
Newport, RI 02840

**Re: Notice of a Public Hearing for the Purpose of Receiving Comments from all Interested Persons on the Establishment of the Newport Tourism Improvement District**

Dear Ms. Lesandrini,

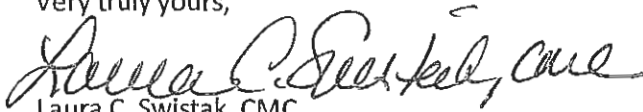
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Laura C. Swistak, CMC  
City Clerk

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CITY HALL, 43 BROADWAY, NEWPORT, RI 02840  
Telephone 401-845-5300---Fax 401-849-8757



**CITY OF NEWPORT  
MINUTES FOR THE REGULAR CITY COUNCIL  
MEETING  
FEBRUARY 26, 2025**

The following items of business, filed with the City Clerk under the Rules of the Council, came before the Council at a meeting held on February 26, 2025 at 6:30 p.m., City Hall, Council Chambers, 43 Broadway, Newport, RI 02840

DAVID CARLIN, III  
CHARLIE HOLDER  
XAY KHAMSYVORAVONG  
JEANNE-MARIE NAPOLITANO  
ELLEN PINNOCK  
STEPHANIE SMYTH  
LYNN UNDERWOOD CEGLIE

**Citizens' Forum:**

Michael Goldstein, Department of Defense cuts

**BOARD OF LICENSE COMMISSIONERS**

**CONSENT CALENDAR**

1. Class F Daily Liquor License, Rhode Island Brewers Guild, d/b/a Newport Beer Festival, Fort Adams State Park; April 19, 2025 from 1:00 p.m. to 4:30 p.m.
2. Communication from Chad Hoffer and Tyler Burnley, re: Notification of change of d/b/a for Pickled and Cured, Inc. holder of a Class BV alcoholic beverage license, 505-509 Thames St., *from* Chanterelle Restaurant and Thames Street Kitchen *to* Audette and Thames Street Kitchen (Receive and make part of licensee's file)

COMMISSIONER CEGLIE moved to approve the Consent Calendar in its entirety. Seconded by COMMISSIONER CARLIN and VOTED UNANIMOUSLY.

**LICENSES AND PERMITS**

3. Action Item #6374/25 – RE: Show Cause Hearing: Pyramid Club, d/b/a Pyramid Club - Operating Without a Valid Class D Alcoholic Beverage License (*Continued from January 22, 2025*)

CHAIR HOLDER opened the public hearing. Representatives from the Pyramid Club addressed the Board and requested a two week continuance. COMMISSIONER CEGLIE moved to close the public hearing and continue for two weeks. Seconded by COMMISSIONER NAPOLITANO and VOTED UNANIMOUSLY.

COMMISSIONER CEGLIE moved to adjourn as Council and convene as Board of License Commissioners. Seconded by COMMISSIONER NAPOLITANO and VOTED UNANIMOUSLY.

1. **CONSENT CALENDAR** (THE CONSENT CALENDAR IS APPROVED IN ITS ENTIRETY UNLESS THE COUNCIL REMOVES AN ITEM FOR DISCUSSION. ALL

Minutes of the City Council Meeting  
February 26, 2025

LICENSES ARE GRANTED SUBJECT TO COMPLIANCE WITH ORDINANCES (#31-80 AND #98-40).

- a. Minutes of the Council Workshops held January 29, 2025 and February 6, 2025 (Approve)

- b. Special Events:

REMOVED

- 1. Puddingstone Events, d/b/a Tres Doux, Belmont Chapel; March 9, 2025 from 3:00 p.m. to 5:00 p.m.

COUNCILOR CEGLIE moved to approve the license. Seconded by COUNCILOR NAPOLITANO. CITY MANAGER KENNEDY addressed the Council to advise of the load limit set by the Fire Marshal. COUNCILOR CEGLIE moved to approve subject to the capacity limit set by the Fire Marshal. Seconded by COUNCILOR NAPOLITANO and VOTED UNANIMOUSLY.

- 2. Rhode Island Brewers Guild, d/b/a Newport Beer Festival, Fort Adams State Park; April 19, 2025 from 1:00 p.m. to 4:30 p.m.
  - 3. Newport/Fall River Star Kids Scholarship Program, d/b/a Star Kids Annual Fundraiser, Ochre Court; May 10, 2025 from 6:00 p.m. to 10:00 p.m.
  - 4. Matthew Gray, Gray Matter Marketing, d/b/a Amica Newport Marathon and Half-Marathon, Easton's Beach (route attached); October 12, 2025 from 7:30 a.m. to 3:00 p.m.
  - 5. Matthew Gray, Gray Matter Marketing, d/b/a Newport Beer Run, Fort Adams State Park; July 19, 2025 from 10:00 a.m. to 4:00 p.m.
- c. Banner License, Elise Felker, d/b/a Newport Classical (Rhode Island Arts Foundation at Newport), to hang a banner between the Red Parrot Restaurant and Midtown Oyster Bar from July 1, 2025 through July 22, 2025 advertising Newport Classical
- d. Communication from Federico Santi, Chair, re: Withdrawal of Vanderbilt Memorial statue resolution (Receive)
- e. FY2026-2030 Capital Improvement Program (Receive and order advertised for public hearing March 12, 2025) <https://www.cityofnewport.com/FinanceReports>

COUNCILOR CEGLIE moved to adopt the Consent Calendar in its entirety with the exception of item b (1) . Seconded by COUNCILOR NAPOLITANO and VOTED UNANIMOUSLY.

**LICENSES AND PERMITS**

- 2. Victualing License, New, Get the Scoop, LLC, d/b/a Get the Scoop, 489 Thames St.

COUNCILOR CEGLIE moved to approve the license. Seconded by COUNCILOR NAPOLITANO and VOTED UNANIMOUSLY.



Minutes of the City Council Meeting  
February 26, 2025

3. Mobile Food License Cart, Renewals:

- a. Newport Lobster Shack Group Cooperative, d/b/a The Newport Lobster Shack, 150 Long Wharf

COUNCILOR CEGLIE moved to approve the license. Seconded by COUNCILOR NAPOLITANO. COUNCILOR CARLIN mentioned the concerns about the location and confirmed the owners are aware. The motion to approve was VOTED UNANIMOUSLY.

- b. WW Newport, LLC, d/b/a Wally's Hot Dog Cart, 252 Oliphant Lane, Middletown, RI

COUNCILOR CEGLIE moved to approve the license. Seconded by COUNCILOR NAPOLITANO and VOTED UNANIMOUSLY.

4. Mobile Food License Truck, Renewals:

- a. Cluck Truck, LLC, d/b/a Cluck Truck, 256 Maple Ave., Newport, RI

COUNCILOR CEGLIE moved to approve the license. Seconded by COUNCILOR NAPOLITANO and VOTED UNANIMOUSLY.

- b. 1899, LLC, d/b/a La Costa Lobster & Tacos, 186 Bellevue Ave.

COUNCILOR CEGLIE moved to approve the license. Seconded by COUNCILOR NAPOLITANO and VOTED UNANIMOUSLY.

- c. Wiener Wagon, LLC, d/b/a Wiener Wagon, 250 West Main Rd., Middletown, RI

COUNCILOR CEGLIE moved to approve the license. Seconded by COUNCILOR NAPOLITANO and VOTED UNANIMOUSLY.

- d. Amano, LLC, d/b/a Mano Pizza & Gelato, 181 Bellevue Ave., #315

COUNCILOR CEGLIE moved to approve the license. Seconded by COUNCILOR NAPOLITANO and VOTED UNANIMOUSLY.

5. **APPOINTMENTS TO BOARDS AND COMMISSIONS**

**Appointments:**

***Bicycle and Pedestrian Advisory Commission-*** Council Liaison- Ellen Pinnock

COUNCILOR CEGLIE moved to appoint Ellen Pinnock as Council Liaison. Seconded by COUNCILOR NAPOLITANO and VOTED UNANIMOUSLY.

***Tree and Open Space Commission*** – Tanya Kelly– three year term, expires 2-26-2028

COUNCILOR CEGLIE moved to appoint Tanya Kelly to the Tree and Open Space Commission. Seconded by COUNCILOR NAPOLITANO and VOTED UNANIMOUSLY.

**Reappointments:**

***Tree and Open Space Commission-*** Stephanie Szneke three-year term, expires 3/27/2027

COUNCILOR CEGLIE moved to reappoint Stephanie Szneke to the Tree and Open Space Commission. Seconded by COUNCILOR NAPOLITANO and VOTED UNANIMOUSLY.

***Henderson Home for Aged Men Commission*** – William Serth- one year term, expires 2/26/2026

COUNCILOR CEGLIE moved to reappoint William Serth to the Henderson Home Commission. Seconded by COUNCILOR NAPOLITANO and VOTED UNANIMOUSLY.

**COMMUNICATIONS FROM THE CITY MANAGER**

6. Action Item #6386/25 – RE Show Cause Hearing – Harvest Inc., d/b/a Harvest, Inc., 7 Carroll Avenue – Violation of the General Laws of Rhode Island and Codified Ordinances of the City of Newport - Failure to Meet the Conditions of the City Council in Granting of Victualing License (*Continued to February 26, 2025*)

COUNCILOR CEGLIE opened the public hearing. The applicant was not present. Discussion occurred among the Council and City Solicitor Behan. COUNCILOR CARLIN moved to continue the hearing to March 12, 2025. Seconded by COUNCILOR CEGLIE and VOTED UNANIMOUSLY.

7. Action Item #6387/25 – RE: Collective Bargaining Agreement between the City of Newport and the International Association of Firefighters, Local 1080, for the period of July 1, 2024 through June 30, 2027 (w/accompanying resolution and ordinance)

COUNCILOR CEGLIE moved to receive the communication and adopt the accompanying ordinance and resolution. Seconded by COUNCILOR NAPOLITANO and VOTED UNANIMOUSLY.

8. Action Item #6388/25 – RE: Ordinance Amendment - Short Term Rentals a/k/a Transient Guest Facilities (w/accompanying ordinance)

COUNCILOR CEGLIE moved to receive the communication and adopt the accompanying resolution. Seconded by COUNCILOR NAPOLITANO and VOTED UNANIMOUSLY.

**ORDINANCES**

9. Amending Chapter 2.120 of the Codified Ordinances, entitled, "*General Fee Schedule*" (Second Reading)

COUNCILOR CEGLIE moved to adopt the ordinance on second reading. Seconded by COUNCILOR NAPOLITANO and VOTED UNANIMOUSLY.

10. Amending Chapter 10.32.110 of the Codified Ordinances, entitled, "*Designated residential parking streets*" (Second Reading)

COUNCILOR CEGLIE moved to adopt the ordinance on second reading. Seconded by COUNCILOR NAPOLITANO and VOTED UNANIMOUSLY.



**RESOLUTIONS**

11. Requesting to extend the Ad Hoc Property Bridge Realignment Commissions work from June 30, 2025 to September 30, 2025 - C. Holder, X. Khamsvoravong, E. Pinnock, J. Napolitano

CHAIR HOLDER moved to withdraw the resolution. Seconded by COUNCILOR NAPOLITANO and VOTED UNANIMOUSLY.

12. Requesting to reconsider the speed camera on Ruggles Avenue- C. Holder, L. Ceglie, J. Napolitano

CHAIR HOLDER introduced the resolution and moved for its passage. Seconded by COUNCILOR NAPOLITANO. Discussion occurred among the Council. COUNCILOR PINNOCK moved to amend the resolution by requesting the speed camera be moved to Admiral Kalbfus Rd. Seconded by COUNCILOR CARLIN. Discussion continued among the Council and CITY MANAGER KENNEDY. Ryan Duffy, Police Chief, addressed the Council to answer questions. The motion to amend was voted 4-3 with CHAIR HOLDER, COUNCILOR CEGLIE and COUNCILOR NAPOLITANO opposed. In favor, COUNCILOR KHAMVSYORAVONG, COUNCILOR CARLIN, COUNCILOR SMYTH and COUNCILOR PINNOCK.

Olivia Nagle, 553 Bellevue Ave., addressed the Council.

COUNCILOR CARLIN moved to approve the resolution as amended. Seconded by COUNCILOR SMYTH and VOTED 5-2. In favor - COUNCILOR CEGLIE, COUNCILOR CARLIN, COUNCILOR KHAMVSYORAVONG, COUNCILOR SMYTH and COUNCILOR PINNOCK in favor. Opposed- CHAIR HOLDER and COUNCILOR NAPOLITANO.

13. Supporting the R. I. League of Cities and Towns 2025 Legislative Priorities- X. Khamsvoravong, C. Holder, L. Ceglie, J. Napolitano, S. Smyth

COUNCILOR KHAMVSYORAVONG recused.

COUNCILOR CEGLIE introduced the resolution and moved for its passage. Seconded by COUNCILOR NAPOLITANO and VOTED UNANIMOUSLY.

14. Easton's Pond - Station 1- X. Khamsvoravong, D. Carlin, J. Napolitano, L. Ceglie, E. Pinnock

COUNCILOR CEGLIE introduced the resolution and moved for its passage. Seconded by COUNCILOR NAPOLITANO. COUNCILOR KHAMVSYORAVONG moved to amend the resolution by adding "Sediment Basin at Station One" and clarified station one is not closed. Seconded by COUNCILOR CEGLIE and VOTED UNANIMOUSLY. COUNCILOR KHAMVSYORAVONG moved to approve the resolution as amended. Seconded by COUNCILOR CEGLIE and VOTED UNANIMOUSLY.

Laura C. Swistak, CMC  
City Clerk





3/26/25

APPLICATION- SPECIAL EVENT  
YT7-79H

Balance  
\$0.00

| Applicant        | Application # | Submitted    | Issued | Starts | Expires | Identifier |
|------------------|---------------|--------------|--------|--------|---------|------------|
| Rebecca Bertrand | YT7-79H       | Mar 17, 2025 | --     | --     | --      | --         |

### Applicant Information

**APPLICANT**

**Rebecca Bertrand**

✉ rbertrand@newporthistory.org

☎ (401) 846-0813

📄 82 Touro Street, Newport, RI 02840

📍 Same as mailing address

### Special Event Information

**Event Title/Type**

Two Lights for Liberty

**Location of Events**

Colony House

**Date(s) of Events**

4/18/2025

**Hours of Event**

2

**Number of Days**

1

**Holder of Event**

**HOLDER OF EVENT**

**Newport Historical Society**

✉ rbertrand@newporthistory.org

☎ (401) 846-0813

📄 82 Touro St, Newport, RI 02840

📍 Same as mailing address

**Signature**

Rebecca Bertrand

### Organization Information

**Property Owner**

PROPERTY OWNER

**Newport Historical Society** rbertrand@newporthistory.org (401) 846-0813 82 Touro St, Newport, RI 02840 Same as mailing address Newport Historical Society**Is Non-Profit**

Yes

**Is Religious**

No

**All Others**

No

**Admission Charge**

Yes

**Trash Provided**

Yes

**Signature**

Rebecca Bertrand

**Signature****Event Details****Indoor/Outdoor**

Indoor

**Toilet Facilities**

No

**Tent Erected**

No

**Expected Attendance**

100

**Is Parking Available**

No

**Vehicle Amount**

0

**Live Music/DeeJay****Live Music**

No

**DeeJay**

No

**Street Closed Request**

No

**Street(s) Closed Number**

0

**Street(s) Name**

none

**Street Hours of Closure**

no

**Food Prepared**

No

**Food Truck**

No

**Liquor Being Served?**

Yes

**Liquor License Type**

No

**Other License Used?**

McGrath's Clambakes

**Will There be Gambling**

No

**Type of Gambling**

NA

**State Police Approval**

N/A

**Are you having Vendors?**

No

**List of Vendors**

N/A

**Upload Vendors List**

## Fireworks Details

**Fireworks**

No

**Pyrotechnic Company**

N/A

**Fire Marshal Approve**

No

**Fireworks Location**

N/A

**Fire Location Plans**

**Firework Start Time**

N/A

**Firework Duration**

N/A

## Road Race,Walk-A-Thon ETC.

**Road Type**

N/A

**Resident Notify**

N/A

**Posted Signs**

N/A

**Specific Route**

N/A

**Upload Specific Route**

**Council Meeting Date**



APPLICATION- SPECIAL EVENT  
9KX-79M

Balance  
\$0.00

| Applicant        | Application # | Submitted    | Issued | Starts | Expires | Identifier |
|------------------|---------------|--------------|--------|--------|---------|------------|
| Kayleigh Clauson | 9KX-79M       | Mar 17, 2025 | --     | --     | --      | --         |

### Applicant Information

**APPLICANT**

**Kayleigh Clauson**

✉ kclauson@audrainautomuseum.org

📞 (401) 856-4420

🏠 222 Bellevue Ave, Newport, RI 02840

📍 Same as mailing address

### Special Event Information

**Event Title/Type**

Annual Driving Miss Daffy Parade

**Location of Events**

First Beach, Second Beach

**Date(s) of Events**

April 27th, 2025

**Hours of Event**

3 hours

**Number of Days**

1

**Holder of Event**

**HOLDER OF EVENT**

**Kayleigh Clauson**

✉ kclauson@audrainautomuseum.org

📞 (401) 856-4420

🏠 222 Bellevue Ave, Newport, RI 02840

📍 Same as mailing address

**Signature**

Kayleigh Clauson

### Organization Information



**Property Owner**

PROPERTY OWNER

N A

✉ kclauson@audrainautomuseum.org

☎ (401) 856-4420

🏠 222 Bellevue Ave, Newport, RI 02840

📍 *Same as mailing address*

📦 Audrain Automobile Museum

**Is Non-Profit**

Yes

**Is Religious**

No

**All Others**

No

**Admission Charge**

Yes

**Trash Provided**

No

**Signature**

NA

**Signature**

## Event Details

**Indoor/Outdoor**

Outdoor

**Toilet Facilities**

No

**Tent Erected**

No

**Expected Attendance**

100

**Is Parking Available**

Yes

**Vehicle Amount**

40

## Live Music/DeeJay

**Live Music**

No

**DeeJay**

No

**Street Closed Request**

No

**Street(s) Closed Number**

0

**Street(s) Name**

NA

**Street Hours of Closure**

NA

**Food Prepared**

No

**Food Truck**

No

**Liquor Being Served?**

No

**Liquor License Type**

No

**Other License Used?**

N/A

**Will There be Gambling**

No

**Type of Gambling**

NA

**State Police Approval**

N/A

**Are you having Vendors?**

No

**List of Vendors**

N/A

**Upload Vendors List**

## Fireworks Details

**Fireworks**

No

**Pyrotechnic Company**

N/A

**Fire Marshal Approve**

N/A

**Fireworks Location**

N/A

**Fire Location Plans**

**Firework Start Time**

N/A

**Firework Duration**

N/A

## Road Race,Walk-A-Thon ETC.

**Road Type**

On Roadway(s)

**Resident Notify**

N/A

**Posted Signs**

N/A

**Specific Route**

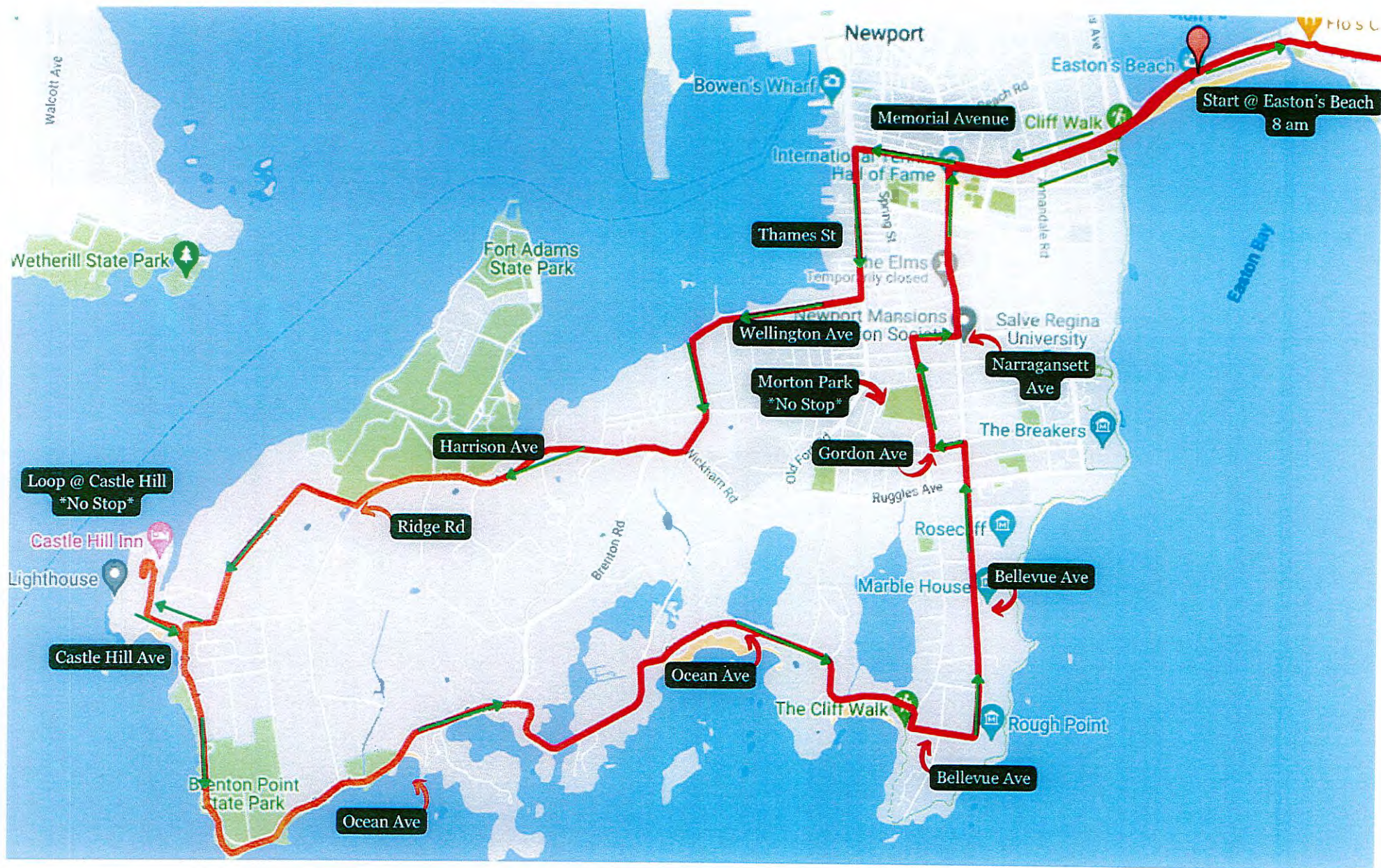
N/A

**Upload Specific Route**

[Daffy+Parade+Map.png](#)

**Council Meeting Date**









3/26/25

RECEIVED

MAR 17 2025

CITY CLERK'S OFFICE

CITY OF NEWPORT  
APPLICATION FOR A SPECIAL EVENT LICENSE

DATE: March 11, 2025  
EVENT TITLE: Ebb & Flow oyster event  
LOCATION OF EVENT: NAM  
DATE(S) OF EVENT: May 4, 2025  
HOURS OF EVENT: 12pm - 2pm  
HOLDER OF EVENT: Newport Art Museum  
ADDRESS: 76 Bellevue Ave Npt  
EMAIL ADDRESS: ekelly@newportartmuseum.org  
TELEPHONE: 203 505 3167  
SIGNATURE OF HOLDER: [Signature]  
PRINT NAME: Ruth Taylor

Is Organization Non-Profit? Yes ☒ No ☐ Is Organization Religious? Yes ☐ No ☒

Is there a charge for admission? Yes ☒ No ☐

Is the event on City, State, or Private Property (please circle)

Name of Property Owner of Event Site: NAM Ruth Taylor

☒ Signature of Property Owner: [Signature]

Printed Name of Property Owner: Ruth Taylor

Will Event be Indoors or Outdoors? indoors (If outdoors, a Plan must be attached.)

Will Trash Barrels & Pick-up be provided: N/A

If Outdoors, will toilet facilities be provided? Yes ☐ No ☒

If so, location of toilet facilities: N/A  
(Include on plan)

Will a tent be erected? Yes ☐ No ☒



Expected Attendance: 120

Is parking available: Yes ☒ No ☐ For how many vehicles? 35

LIVE MUSIC / DEEJAY Yes ☐ No ☒

Is a street closure being requested? Yes ☐ No ☒ Street Name \_\_\_\_\_

Will food be prepared on the premises? Yes ☐ No ☒

Will you have food trucks? Yes ☐ No ☒

Will LIQUOR be served? Yes ☒ No ☐

If yes, will you be applying for a Class F or F-1 Liquor License? Yes ☒ No ☐

If not, will another's license be used? Yes ☐ No N/A

If so, whose? N/A

Will there be gambling, e.g., bingo, raffle, etc.? Yes ☐ No ☒

Do you have State Police Approval? Yes ☐ No N/A

List Names of Vendors

Item to be Furnished

Greencrab & eat up with the  
ecosystems

**FIREWORKS**

Pyrotechnic Company \_\_\_\_\_

Do you have approval from the Newport Fire Marshal? \_\_\_\_\_

Location from where fireworks will be shot: \_\_\_\_\_

Time fireworks will begin:

Duration:

**ROAD RACE, WALK-A-THON, ETC.**

On Roadway(s) ☐

On Sidewalk(s) ☐

**SPECIFIC ROUTE:** (Please attach a map) \_\_\_\_\_



3/26/25

RECEIVED

MAR 17 2025

CITY CLERK'S OFFICE

CITY OF NEWPORT  
APPLICATION FOR A SPECIAL EVENT LICENSE

DATE: March 11, 2025

EVENT TITLE: Sean Landers opening

LOCATION OF EVENT: Newport Art Museum

DATE(S) OF EVENT: ~~April 9, 2025~~ May 9, 2025

HOURS OF EVENT: 5pm - 7pm

HOLDER OF EVENT: NAM

ADDRESS: 76 Bellevue Ave Npt RI

EMAIL ADDRESS: ekelly@newportartmuseum.org

TELEPHONE: 203 595 3167

SIGNATURE OF HOLDER: [Signature]

PRINT NAME: Ruth Taylor

Is Organization Non-Profit? Yes ☒ No ☐ Is Organization Religious? Yes ☐ No ☒

Is there a charge for admission? Yes ☐ No ☒

Is the event on City, State, or Private Property (please circle)

Name of Property Owner of Event Site: NAM Ruth Taylor

Signature of Property Owner: [Signature]

Printed Name of Property Owner: Ruth Taylor

Will Event be Indoors or Outdoors? indoors (If outdoors, a Plan must be attached.)

Will Trash Barrels & Pick-up be provided: yes

If Outdoors, will toilet facilities be provided? Yes ☐ No ☒ N/A

If so, location of toilet facilities: N/A  
(Include on plan)

Will a tent be erected? Yes ☐ No ☒

Expected Attendance: \_\_\_\_\_

Is parking available: Yes ☒ No \_\_\_\_\_ For how many vehicles? 35

**LIVE MUSIC /DEEJAY** Yes \_\_\_\_\_ No ☒

Is a street closure being requested? Yes \_\_\_\_\_ No ☒ Street Name \_\_\_\_\_

Will food be prepared on the premises? Yes \_\_\_\_\_ No ☒

Will you have food trucks? Yes \_\_\_\_\_ No ☒

Will LIQUOR be served? Yes ☒ No \_\_\_\_\_

If yes, will you be applying for a Class F or F-1 Liquor License? Yes ☒ No \_\_\_\_\_

If not, will another's license be used? Yes \_\_\_\_\_ No N/A

If so, whose? \_\_\_\_\_

Will there be gambling, e.g., bingo, raffle, etc.? Yes \_\_\_\_\_ No ☒

Do you have State Police Approval? Yes N/A No N/A

List Names of Vendors

Item to be Furnished

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ N/A

**FIREWORKS**

Pyrotechnic Company \_\_\_\_\_

Do you have approval from the Newport Fire Marshal? N/A

Location from where fireworks will be shot: \_\_\_\_\_

Time fireworks will begin:  Duration:

**ROAD RACE, WALK-A-THON, ETC.** On Roadway(s) ☐ On Sidewalk(s) ☐

**SPECIFIC ROUTE:** (Please attach a map) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



3/26/25

APPLICATION- SPECIAL EVENT  
RRC-PFY

Balance  
\$0.00

| Applicant        | Application # | Submitted    | Issued | Starts | Expires | Identifier |
|------------------|---------------|--------------|--------|--------|---------|------------|
| Rebecca Bertrand | RRC-PFY       | Mar 17, 2025 | --     | --     | --      | --         |

Applicant Information

APPLICANT

Rebecca Bertrand

✉ rbertrand@newporthistory.org

☎ (401) 846-0813

🏠 82 Touro St, Newport, RI 02840

📍 Same as mailing address

Special Event Information

Event Title/Type

Newport 1775 Exhibition Opening

Location of Events

82 Touro Street, Newport

Date(s) of Events

May 15, 2025

Hours of Event

5:30-7:30 PM

Number of Days

1

Holder of Event

HOLDER OF EVENT

Newport Historical Society

✉ rbertrand@newporthistory.org

☎ (401) 846-0813

🏠 82 Touro St, Newport, RI 02840

📍 Same as mailing address

Signature

Rebecca Bertrand

Organization Information



**Property Owner**

PROPERTY OWNER

**Rebecca Bertrand** rbertrand@newporthistory.org (401) 846-0813 82 Touro Street, NEWPORT, RI 02840 Same as mailing address Newport Historical Society**Is Non-Profit**

Yes

**Is Religous**

No

**All Others**

No

**Admission Charge**

No

**Trash Provided**

Yes

**Signature**

Rebecca Bertrand

**Signature****Event Details****Indoor/Outdoor**

Indoor

**Toilet Facilities**

No

**Tent Erected**

No

**Expected Attendance**

175

**Is Parking Available**

No

**Vehicle Amount**

0

**Live Music/DeeJay****Live Music**

No

**DeeJay**

No

**Street Closed Request**

No

**Street(s) Closed Number**

0

**Street(s) Name**

none

**Street Hours of Closure**

none

**Food Prepared**

Yes

**Food Truck**

No

**Liquor Being Served?**

Yes

**Liquor License Type**

No

**Other License Used?**

McGrath's Clambakes

**Will There be Gambling**

No

**Type of Gambling**

NA

**State Police Approval**

N/A

**Are you having Vendors?**

No

**List of Vendors**

N/A

**Upload Vendors List**

## Fireworks Details

**Fireworks**

No

**Pyrotechnic Company**

N/A

**Fire Marshal Approve**

N/A

**Fireworks Location**

N/A

**Fire Location Plans**

**Firework Start Time**

N/A

**Firework Duration**

N/A

## Road Race,Walk-A-Thon ETC.

**Road Type**

N/A

**Resident Notify**

N/A

**Posted Signs**

N/A

**Specific Route**

N/A

**Upload Specific Route**

**Council Meeting Date**



3/26/25

RECEIVED

MAR 12 2025

CITY CLERK'S OFFICE

CITY OF NEWPORT  
APPLICATION FOR A SPECIAL EVENT LICENSE

DATE: 3/12/25  
EVENT TITLE: Flea Markets (NOV 29/25 INSIDE)  
LOCATION OF EVENT: 141 Pelham St  
DATE(S) OF EVENT: May 24, June 21, Aug 23, Sept 30, ~~Sept 30~~  
HOURS OF EVENT: 8-4 Oct 18 2025  
Nov 29, 2025  
HOLDER OF EVENT: Newport ELKS  
ADDRESS: 141 Pelham St  
EMAIL ADDRESS: Npt104sec@necoxmail.com  
TELEPHONE: 401 846 0815  
SIGNATURE OF HOLDER: J Anne T Ritchie  
PRINT NAME: J Anne T Ritchie

Is Organization Non-Profit? Yes ☒ No ☐ Is Organization Religious? Yes ☐ No ☒

Is there a charge for admission? Yes ☐ No ☒

Is the event on City, State, or Private Property (please circle)

Name of Property Owner of Event Site: Newport ELKS

Signature of Property Owner: J Anne T Ritchie, Pres

Printed Name of Property Owner: J Anne T Ritchie

Will Event be Indoors or Outdoors? Outdoors (NOV 29 - indoors) (If outdoors, a Plan must be attached.) (→)

Will Trash Barrels & Pick-up be provided: yes

If Outdoors, will toilet facilities be provided? Yes ☒ No ☐

If so, location of toilet facilities: INDOORS (Include on plan) (→)

Will a tent be erected? Yes ☐ No ☒



Expected Attendance: 200+ staggered all day

Is parking available: Yes ☒ No ☐ For how many vehicles? 50

LIVE MUSIC /DEEJAY Yes ☐ No ☒

Is a street closure being requested? Yes ☐ No ☒ Street Name \_\_\_\_\_

Will food be prepared on the premises? Yes ☒ No ☐

Will you have food trucks? Yes ☐ No ☒

Will LIQUOR be served? Yes ☐ No ☒

If yes, will you be applying for a Class F or F-1 Liquor License? Yes ☐ No ☐

If not, will another's license be used? Yes ☐ No ☐

If so, whose? \_\_\_\_\_

Will there be gambling, e.g., bingo, raffle, etc.? Yes ☐ No ☒

Do you have State Police Approval? Yes ☐ No ☐

List Names of Vendors TBD

all are second hand  
flea market / yard sale  
items

Item to be Furnished

If we have anyone selling  
crafts, we will get you  
the materials + \$ to you  
before hand.

FIREWORKS NO

Pyrotechnic Company \_\_\_\_\_

Do you have approval from the Newport Fire Marshal? \_\_\_\_\_

Location from where fireworks will be shot: \_\_\_\_\_

Time fireworks will begin:  Duration:

ROAD RACE, WALK-A-THON, ETC. On Roadway(s) ☐ On Sidewalk(s) ☐

SPECIFIC ROUTE: (Please attach a map) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



BELLS USE

RECN3A

RECN3A

RECN3A

RECN3A

VENDOR<sub>2</sub> RECN3A

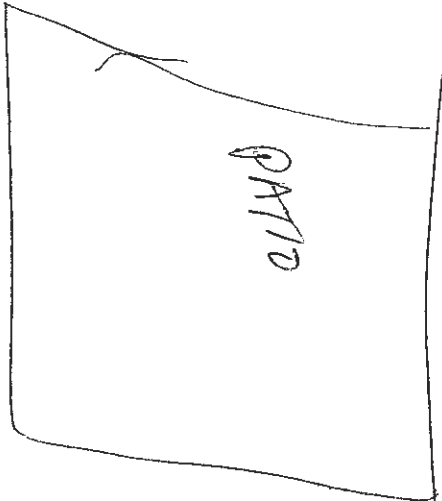
VENDOR RECN3A

VENDOR

VENDOR

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VENDOR

RECN3A



3/26/25

APPLICATION- SPECIAL EVENT  
D8G-CWL

Balance  
\$0.00

| Applicant    | Application # | Submitted   | Issued | Starts | Expires | Identifier |
|--------------|---------------|-------------|--------|--------|---------|------------|
| Bari Freeman | D8G-CWL       | Mar 7, 2025 | --     | --     | --      | --         |

### Applicant Information

**APPLICANT**

**Bari Freeman**

✉ bari@bikenewportri.org

☎ (401) 619-4900

📍 62 Broadway, Newport, RI 02840

📍 Same as mailing address

### Special Event Information

**Event Title/Type**

Elliot's Ride for Everyone

**Location of Events**

Based at Rogers High School, riding on Hazard Road and Ocean Avenue

**Date(s) of Events**

June 7, 2025

**Hours of Event**

9am-12pm

**Number of Days**

1

**Holder of Event**

**HOLDER OF EVENT**

**Bari Freeman**

✉ bari@bikenewportri.org

☎ (401) 924-3222

📍 62 Broadway, Newport, RI 02840

📍 Same as mailing address

### Signature

Bari Freeman

## Organization Information

### Property Owner

PROPERTY OWNER

Colleen Jermain

✉ colleenjermain@npsri.net

📞 (401) 847-2100

🏠 15 Wickham Rd, Newport, RI 02840

📍 Same as mailing address

📎 Newport Public Schools

### Is Non-Profit

Yes

### Is Religous

No

### All Others

No

### Admission Charge

No

### Trash Provided

Yes

### Signature

Colleen Jermain

### Signature

[2025 Elliot's Ride Event Permit.pdf](#)

## Event Details

### Indoor/Outdoor

Outdoor

### Toilet Facilities

Yes

### Tent Erected

No

### Expected Attendance

400

### Is Parking Available

Yes

### Vehicle Amount

100

Live Music/DeeJay

**Live Music**

No

**DeeJay**

No

**Street Closed Request**

Yes

**Street(s) Closed Number**

2

**Street(s) Name**

Hazard Road and Ocean Avenue

**Street Hours of Closure**

9am - 12pm

**Food Prepared**

No

**Food Truck**

No

**Liquor Being Served?**

No

**Liquor License Type**

N/A

**Other License Used?**

N/A

**Will There be Gambling**

No

**Type of Gambling**

NA

**State Police Approval**

N/A

**Are you having Vendors?**

No

**List of Vendors**

N/A

**Upload Vendors List**

**Fireworks Details**

**Fireworks**

No

**Pyrotechnic Company**

N/A

**Fire Marshal Approve**

N/A

**Fireworks Location**

N/A

**Fire Location Plans**

**Firework Start Time**

N/A

**Firework Duration**



N/A

## Road Race,Walk-A-Thon ETC.

### Road Type

On Roadway(s)

### Resident Notify

Yes

### Posted Signs

Yes

### Specific Route

N/A

### Upload Specific Route

[2025 ERFE Map.pdf](#)

[Business Letter Draft 2025.docx](#)

[Elliot's Ride Neighbor Letter 2025 Dr...](#)

## Council Meeting Date

Meeting Date 

Mar 26, 2025

Police Officer - ●

Port-a-John - ★

Parking - P

## Open Road: Elliot's Ride For Everyone 2024

9 am - 12 pm

Opening reception 8:45am







more, better & safer bicycling

[DATE]

Dear Business Friend,

We are sending this letter to businesses operating in the vicinity of Ocean Avenue in Newport.

On Saturday, June 7, 2025, from 9am-12pm, the area indicated on the map below will be closed to vehicular traffic and open to people biking and walking, for a family-friendly annual event called Elliot's Ride for Everyone. The route includes Hazard Road and the section of Ocean Avenue from Carroll Avenue to Harrison Avenue.

Please share this information with any employees and delivery personnel who might customarily use that route during these hours. They can choose an alternate time or route to arrive at your place of business.

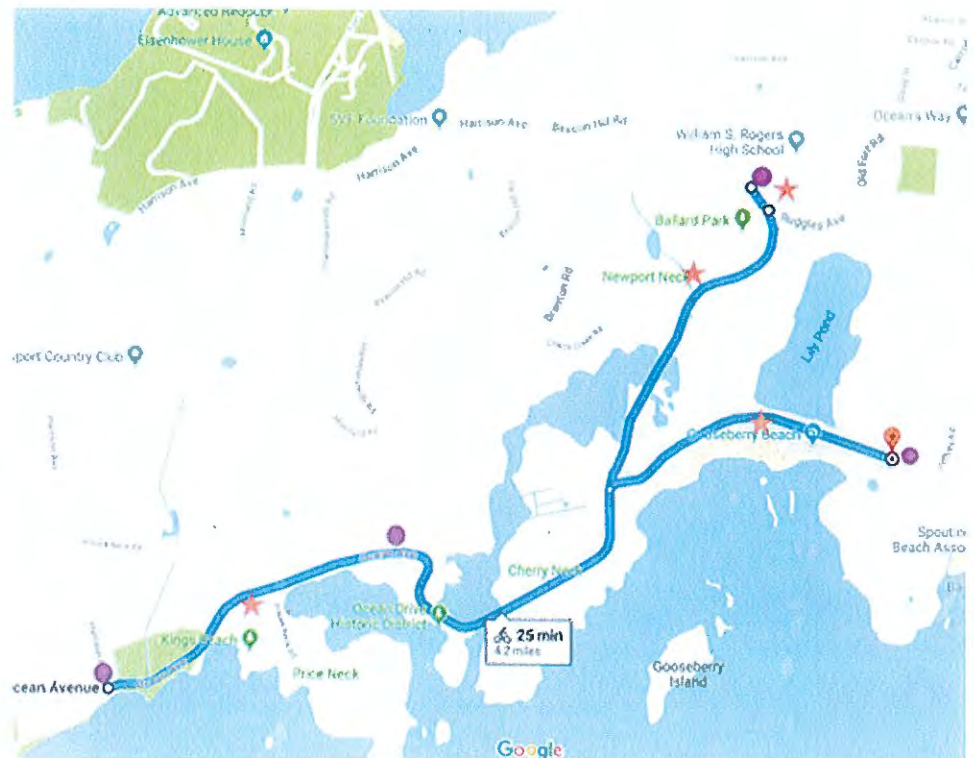
On the day of the event, Newport Police and volunteer marshals will be present at every site where a road meets or intersects the route.

If you have any questions in advance of the event, feel free to contact Allyson McCalla at Bike Newport at (401) 619-4900. Should you have any questions on the day of the event, you can contact the Newport Police at (401) 847-1306.

We look forward to a lovely day for families, friends, and neighbors to enjoy the road, the ocean, and the scenery together.

With best wishes,

Bari Freeman  
Executive Director, Bike Newport





3/26/25

CITY OF NEWPORT  
APPLICATION FOR A SPECIAL EVENT LICENSE

DATE: ~~6/19/2025~~ 3.18.2025

EVENT TITLE: MLK/BUTLER BASKETBALL

LOCATION OF EVENT: BASKETBALL COURTS BEHIND MLK

DATE(S) OF EVENT: 6/19/2025

HOURS OF EVENT: 8:00 AM - 6:00 PM

HOLDER OF EVENT: MLK

ADDRESS: 20 DR. MARCUS WHEATLAND BLVD. NEWPORT RI 02840

EMAIL ADDRESS: epatel@mlkcenter.org

TELEPHONE: 401.846.4828 ex 124

SIGNATURE OF HOLDER: ERIN E. PATEL

PRINT NAME: ERIN E. PATEL

Is Organization Non-Profit? Yes ☒ No ☐

Is Organization Religious? Yes ☐ No ☒

Is there a charge for admission? Yes ☐ No ☒

Is the event on City, State, or Private Property (please circle)

Name of Property Owner of Event Site: CITY OF NEWPORT

Signature of Property Owner: \_\_\_\_\_

Printed Name of Property Owner: \_\_\_\_\_

Will Event be Indoors or Outdoors? \_\_\_\_\_ (If outdoors, a Plan must be attached.)

Will Trash Barrels & Pick-up be provided: YES

If Outdoors, will toilet facilities be provided? Yes ☒ No ☐

If so, location of toilet facilities: MLK CENTER  
(Include on plan)

Will a tent be erected? Yes ☐ No ☒



**LICENSE FEE:**

|                                               |                   |                                           |
|-----------------------------------------------|-------------------|-------------------------------------------|
| Non-profit (501-c-3)                          | Without Admission | <u>\$10.00 per event per day</u>          |
|                                               | With Admission    | \$15.00 per day                           |
| Religious Organization                        |                   | \$10.00 per event per day                 |
| All Others                                    |                   | \$25.00 per day                           |
| Fireworks                                     |                   | \$100                                     |
| Street Closure                                |                   | \$100 per street                          |
| Temporary Mass Gathering (MFET) (Food trucks) |                   | \$300 per event (paid by event organizer) |

For any event that includes vendors, in addition to either the fee identified above or an annual license fee, whichever is applicable, there shall be a daily charge of \$10.00 per vendor. There shall be an additional holiday license fee of \$5.00 per vendor if the date of the event falls on a holiday for those vendors who do not have an annual City of Newport Holiday Selling License. (For those vendors having a valid City of Newport Holiday Selling License, there shall be no additional fee.)

---

**FOR OFFICE USE ONLY**

---

Number of Days of Event: 1Filing/Inspection Fee: \$15.00

Date Paid:

3/18/25License Fee: Amount Paid 10-

Date Paid:

3/18/25

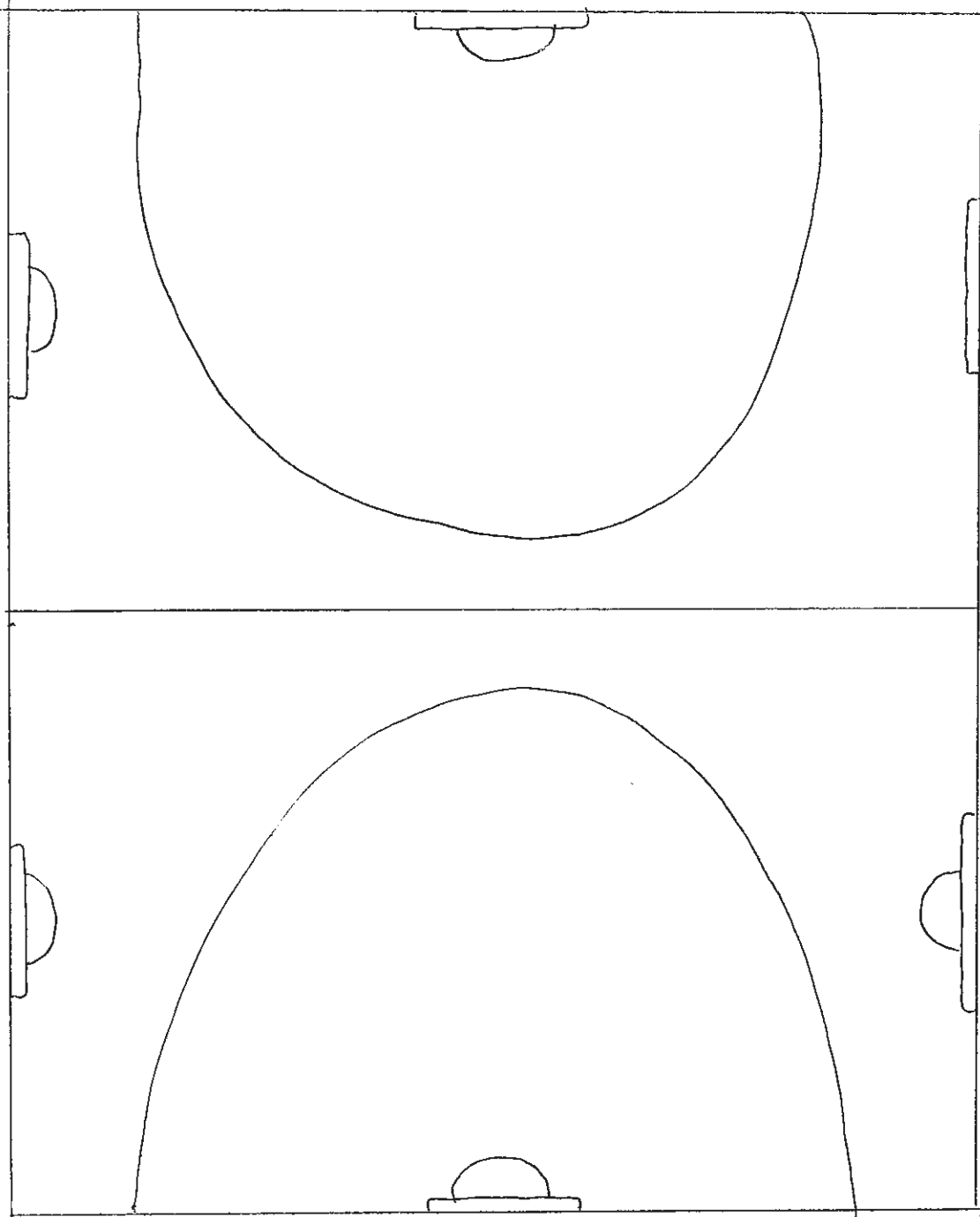
Vendor Fee: Amount Paid \_\_\_\_\_

Date Paid: \_\_\_\_\_

ACTION OF COUNCIL: \_\_\_\_\_ DATE: \_\_\_\_\_

CONDITIONS OF SPECIAL EVENT LICENSE: \_\_\_\_\_  
\_\_\_\_\_

"MLK BASKETBALL COURTS"



DR. MARTIN LUTHER KING JR  
COMMUNITY CENTER

EDWARD ST.



3/26/25

APPLICATION- SPECIAL EVENT  
JJQ-LE9

Balance  
\$0.00

| Applicant            | Application # | Submitted    | Issued | Starts | Expires | Identifier |
|----------------------|---------------|--------------|--------|--------|---------|------------|
| Daniel Cano Restrepo | JJQ-LE9       | Mar 13, 2025 | --     | --     | --      | --         |

Applicant Information

APPLICANT

**Daniel Cano Restrepo**

✉ hello@newportprideri.org

☎ (401) 248-1190

📍 42 Spring St #Unit 7, Newport, RI 02840

📍 Same as mailing address

Special Event Information

Event Title/Type

Newport Pride Festival + Parade

Location of Events

Great Friends Meeting House, 21 Farewell St

Date(s) of Events

June 28th

Hours of Event

11 am - 6 pm

Number of Days

1

Holder of Event

HOLDER OF EVENT

**Daniel Cano Restrepo**

✉ hello@newportprideri.org

☎ (401) 248-1190

📍 50 E Bowery St, Newport, RI 02840

📍 Same as mailing address

Signature

Daniel Cano Restrepo

Organization Information

Property Owner

PROPERTY OWNER  
Rebecca Bertrand

✉ rbertrand@newporthistory.org

☎ (781) 864-6695

🏠 82 Touro St, Newport, RI 02840

📍 Same as mailing address

📁 Newport Historical Society

Is Non-Profit

Yes

Is Religious

No

All Others

No

Admission Charge

No

Trash Provided

Yes

Signature

Rebecca Bertrand

Signature

[NHS Rental Agreement 2024\\_Newpo...](#)

Event Details

Indoor/Outdoor

Outdoor

Toilet Facilities

Yes

Tent Erected

Yes

Expected Attendance

2500

Is Parking Available

No

Vehicle Amount

0

Live Music/DeeJay

Live Music

Yes

DeeJay

Yes

Street Closed Request

No

Street(s) Closed Number

0

Street(s) Name

0

Street Hours of Closure

0

Food Prepared

Food Truck



Yes

Yes

Liquor Being Served?

Liquor License Type

No

No

Other License Used?

Will There be Gambling

N/A

No

Type of Gambling

State Police Approval

N/A

No

Are you having Vendors?

Yes

List of Vendors

There will be 60 nonprofits/vendors. Providing examples of a few until we finalize the full list of vendors

- PFLAG
- Pride In Aging
- Haus of Codec
- Pride Theme Pets Gear
- Pride theme Pairings
- League of Voters

Upload Vendors List

[Newport Pride Festival + Parade 202...](#)

## Fireworks Details

Fireworks

Pyrotechnic Company

No

N/A

Fire Marshal Approve

Fireworks Location

N/A

N/A

Fire Location Plans

Firework Start Time

N/A

Firework Duration

N/A

## Road Race,Walk-A-Thon ETC.

Road Type

Resident Notify

On Roadway(s)

No

### Posted Signs

No

### Specific Route

Parade: We will start at 11 am on June 28th. Leaving from Great Friends Meeting House > Marlborough > Washington Square > Eisenhower Park > Newport Pride Center > Spring St > Broadway > Equality Park > Marlborough back to Great Friends Meeting House by noon to start the Newport Pride Festival until 6 pm.

### Upload Specific Route

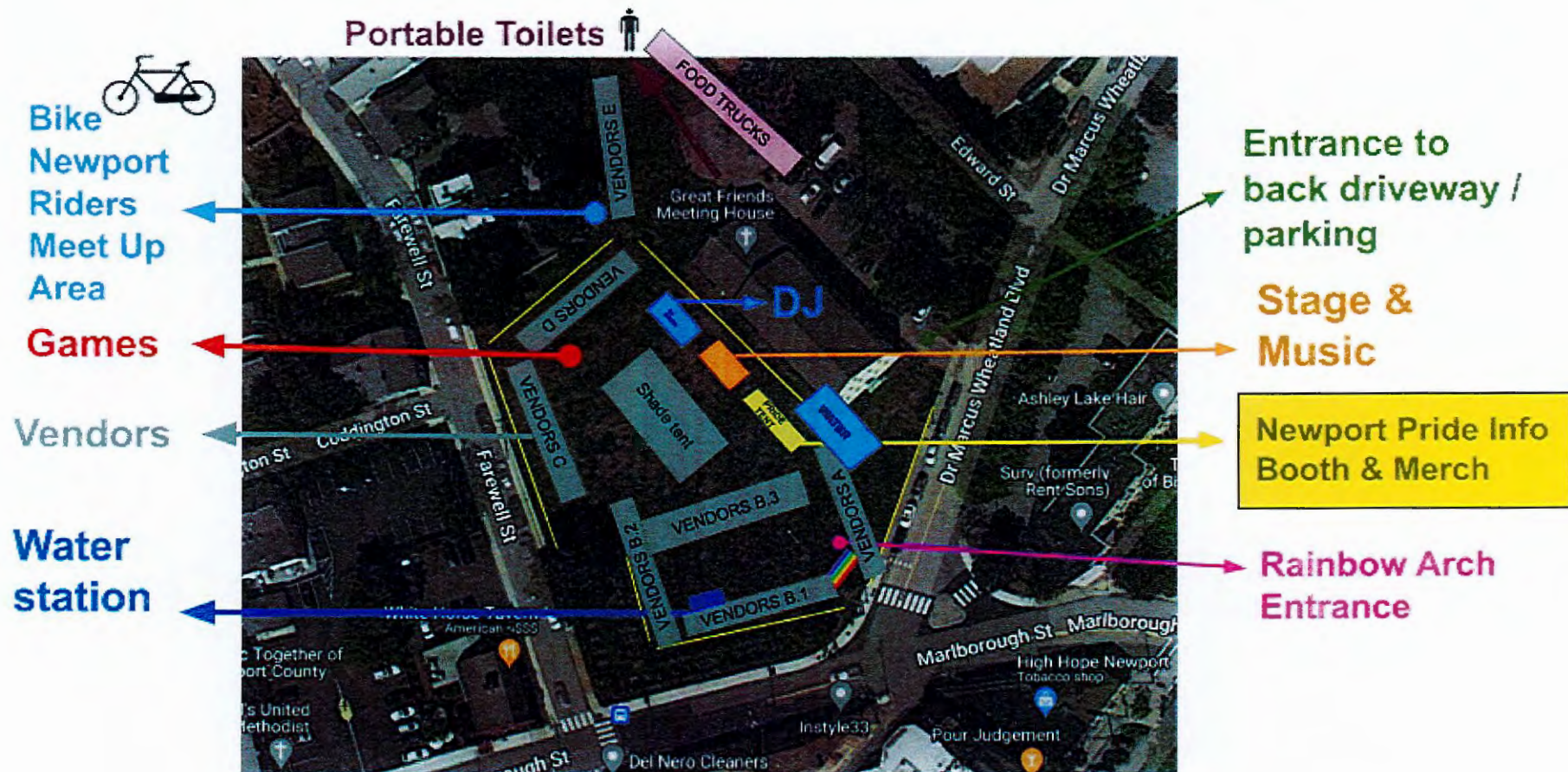
[Screenshot 2025-03-13 at 3.34.27P...](#)

### Council Meeting Date

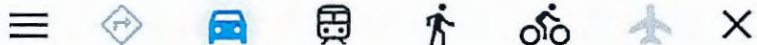
Meeting Date 

Mar 26, 2025

# NEWPORT PRIDE 2025 MAP







6 min

22 min

7 min

Marlborough St, Newport, RI 02840

Washington Square, Newport, RI 02840

Newport Pride Center, 42 Spring St, New

Equality Park Pl, Newport, RI 02840

Great Friends Meeting House, 21 Farewel

+ Add destination

Options

Send directions to Google Pixel 9 Pro Fold

Copy link

via Marlborough St, Broadway and Washington Square

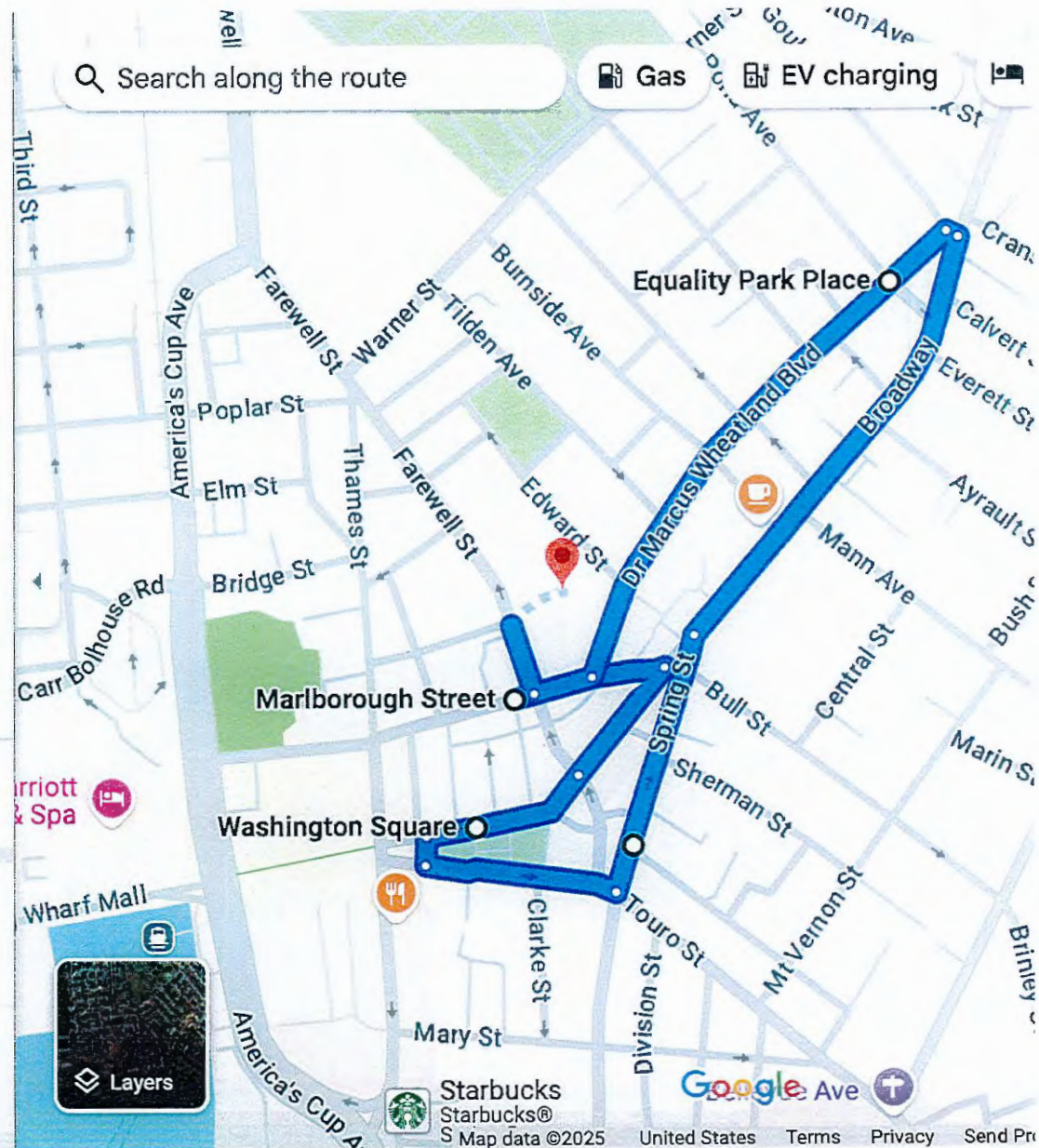
6 min  
1.2 miles

6 min without traffic

Search along the route

Gas

EV charging



Layers

Starbucks  
Starbucks®  
S Map data ©2025

Google Ave

United States Terms Privacy Send Pro





3/26/25

APPLICATION- SPECIAL EVENT  
C8M-AKV

Balance  
\$0.00

| Applicant             | Application # | Submitted    | Issued | Starts | Expires | Identifier |
|-----------------------|---------------|--------------|--------|--------|---------|------------|
| Jaclynn Schriber Lane | C8M-AKV       | Mar 13, 2025 | --     | --     | --      | --         |

Applicant Information

APPLICANT

Jaclynn Schriber Lane

✉ jacki@pulsenewport.com

☎ (401) 595-8549

🏠 72 Seascape Avenue, Middletown, RI 02842

📍 Same as mailing address

Special Event Information

Event Title/Type

Breast Cancer Fundraising Fitness Class

Location of Events

Toppa Field

Date(s) of Events

6/29/25

Hours of Event

9am - 12pm

Number of Days

1

Holder of Event

HOLDER OF EVENT

Jacki Lane

✉ jacki@pulsenewport.com

☎ (401) 595-8549

🏠 72 Seascape Avenue, Middletown, RI  
02842

📍 Same as mailing address

Signature

Jaclynn Schriber Lane

## Organization Information

Property Owner

Is Non-Profit

PROPERTY OWNER

No

Jacki Lane

✉ jacki@pulsenewport.com

☎ (401) 595-8549

📍 5 Merton Rd, Newport, RI 02840

📍 Same as mailing address

📁 Pulse Newport LLC

Is Religious

All Others

No

Yes

Admission Charge

Trash Provided

No

Yes

Signature

Signature

Jaclynn Schriber Lane

## Event Details

Indoor/Outdoor

Toilet Facilities

Outdoor

Yes

Tent Erected

Expected Attendance

No

200

Is Parking Available

Vehicle Amount

Yes

20

## Live Music/DeeJay

Live Music

DeeJay

No

Yes

**Street Closed Request**

No

**Street(s) Closed Number**

0

**Street(s) Name**

none

**Street Hours of Closure**

none

**Food Prepared**

No

**Food Truck**

No

**Liquor Being Served?**

No

**Liquor License Type**

N/A

**Other License Used?**

N/A

**Will There be Gambling**

No

**Type of Gambling**

NA

**State Police Approval**

No

**Are you having Vendors?**

No

**List of Vendors**

N/A

**Upload Vendors List**

## Fireworks Details

**Fireworks**

No

**Pyrotechnic Company**

N/A

**Fire Marshal Approve**

N/A

**Fireworks Location**

N/A

**Fire Location Plans**

**Firework Start Time**

N/A

**Firework Duration**

N/A

Road Race,Walk-A-Thon ETC.

Road Type

N/A

Resident Notify

N/A

Posted Signs

N/A

Specific Route

N/A

Upload Specific Route

Council Meeting Date

Meeting Date 

Mar 26, 2025





3/26/25

APPLICATION- SPECIAL EVENT  
DQM-4K2Balance  
\$0.00

| Applicant       | Application # | Submitted    | Issued | Starts | Expires | Identifier |
|-----------------|---------------|--------------|--------|--------|---------|------------|
| Fr. Hiep Nguyen | DQM-4K2       | Mar 14, 2025 | --     | --     | --      | --         |

## Applicant Information

## APPLICANT

Fr. Hiep Nguyen

✉ jsaviour@jesussaviour.necoxmail.com

☎ (401) 847-1267

📍 1 Vernon Ave, Newport, RI 02840

📍 Same as mailing address

Daily Liquor License # 6219

## Special Event Information

## Event Title/Type

Summer Bazaar

## Location of Events

1 Vernon Avenue, Newport

## Date(s) of Events

July 24, 25, 26 2025

## Hours of Event

5pm-11pm

## Number of Days

3

## Holder of Event

## HOLDER OF EVENT

Fr. Hiep Nguyen

✉ jsaviour@jesussaviour.necoxmail.com

☎ (401) 847-1267

📍 1 Vernon Ave, Newport, RI 02840

📍 Same as mailing address

## Signature

Fr. Hiep V. Nguyen

## Organization Information

**Property Owner**

PROPERTY OWNER

Fr. Hiep Nguyen

 jsaviour@jesussaviour.necoxmail.com (401) 847-1268 1 Vernon Ave, Newport, RI 02840 Same as mailing address Jesus Saviour Church**Is Non-Profit**

No

**Is Religious**

Yes

**All Others**

No

**Admission Charge**

No

**Trash Provided**

Yes

**Signature**

Fr. Hiep V Nguyen

**Signature****Event Details****Indoor/Outdoor**

Outdoor

**Toilet Facilities**

Yes

**Tent Erected**

Yes

**Expected Attendance**

300

**Is Parking Available**

Yes

**Vehicle Amount**

20

**Live Music/DeeJay****Live Music**

No

**DeeJay**

No

**Street Closed Request**

No

**Street(s) Closed Number**

0

**Street(s) Name**

none

**Street Hours of Closure**

none

**Food Prepared**

Yes

**Food Truck**

No

**Liquor Being Served?**

Yes

**Liquor License Type**

Class F

**Other License Used?**

N/A

**Will There be Gambling**

Yes

**Type of Gambling**

Bingo & Raffles

**State Police Approval**

Yes

**Are you having Vendors?**

No

**List of Vendors**

N/A

**Upload Vendors List**

## Fireworks Details

**Fireworks**

No

**Pyrotechnic Company**

N/A

**Fire Marshal Approve**

No

**Fireworks Location**

N/A

**Fire Location Plans**

**Firework Start Time**

N/A

**Firework Duration**

N/A

## Road Race,Walk-A-Thon ETC.

**Road Type**

N/A

**Resident Notify**

N/A

**Posted Signs**

N/A

**Specific Route**

N/A

**Upload Specific Route**

**Council Meeting Date**



3/26/25

APPLICATION- SPECIAL EVENT  
1F1-RMGBalance  
\$0.00

| Applicant    | Application # | Submitted   | Issued | Starts | Expires | Identifier |
|--------------|---------------|-------------|--------|--------|---------|------------|
| Bari Freeman | 1F1-RMG       | Mar 7, 2025 | --     | --     | --      | --         |

## Applicant Information

## APPLICANT

Bari Freeman

✉ bari@bikenewportri.org

☎ (401) 619-4900

🏠 62 Broadway, Newport, RI 02840

📍 Same as mailing address

## Special Event Information

## Event Title/Type

10-Spot Ride

## Location of Events

10 locations in Newport

## Date(s) of Events

Saturday, August 23, 2025

## Hours of Event

11am -4pm

## Number of Days

1

## Holder of Event

## HOLDER OF EVENT

Bari Freeman

✉ bari@bikenewportri.org

☎ (401) 619-4900

🏠 62 Broadway, Newport, RI 02840

📍 Same as mailing address

Signature



Bari Freeman

## Organization Information

### Property Owner

PROPERTY OWNER

**Bari Freeman**

✉ bari@bikenewportri.org

☎ (401) 619-4900

🏠 62 Broadway, Newport, RI 02840

📍 *Same as mailing address*

🚲 Bike Newport

### Is Non-Profit

Yes

### Is Religious

No

### All Others

No

### Admission Charge

Yes

### Trash Provided

Yes

### Signature

Bari Freeman

### Signature

## Event Details

### Indoor/Outdoor

Outdoor

### Toilet Facilities

Yes

### Tent Erected

No

### Expected Attendance

300

### Is Parking Available

No

### Vehicle Amount

0

## Live Music/DeeJay

### Live Music

Yes

### DeeJay

No

**Street Closed Request**

No

**Street(s) Closed Number**

0

**Street(s) Name**

N/A

**Street Hours of Closure**

N/A

**Food Prepared**

No

**Food Truck**

No

**Liquor Being Served?**

No

**Liquor License Type**

N/A

**Other License Used?**

N/A

**Will There be Gambling**

No

**Type of Gambling**

N/A

**State Police Approval**

N/A

**Are you having Vendors?**

No

**List of Vendors**

N/A

**Upload Vendors List**

## Fireworks Details

**Fireworks**

No

**Pyrotechnic Company**

N/A

**Fire Marshal Approve**

N/A

**Fireworks Location**

N/A

**Fire Location Plans**

**Firework Start Time**

N/A

**Firework Duration**

N/A

Road Race,Walk-A-Thon ETC.

Road type

Resident Notify

On Roadway(s)

No

Posted Signs

Yes

Specific Route

There will be 10 locations distributed around the City that participants will visit by bicycle. There is no required order and no designated route to visit the 10 locations. Locations are private residences that remain secret until the day before the event. Florence Ave, Prairie Ave, Eustis Ave, Kay St, RI Ave, Bellevue Ave, and Ruggles Ave.

# Holiday Selling License Renewals

| <b>D/B/A</b>                                   | <b>Organization Name</b>                       | <b>Number on</b> | <b>Street Address</b> |
|------------------------------------------------|------------------------------------------------|------------------|-----------------------|
| Anchor Toffee                                  | Anchor Toffee LLC                              | 8                | Bowens Wharf          |
| Beaucoup Café                                  | Beaucoup Café LLC                              | 580              | Thames St.            |
| Bermuda Bay Clothing                           | Evansco, Inc.                                  | 119              | Swinburne Row         |
| Blink Gallery                                  | Alexander Nesbitt                              | 89               | Thames St.            |
| Broadway Mini Mart                             | Broadway Mini Mart Corp.                       | 316              | Broadway              |
| Diva Boutique                                  | Chatree Sachayansrisakul                       | 491              | Thames St.            |
| Folk Vintage                                   | Folk Vintage LLC                               | 446              | Thames Street         |
| Frazzleberries Country Store                   | Frazzleberries LLC                             | 475              | Thames St.            |
| Homeport LLC                                   | Leslie Normann                                 | 138              | Spring Street Unit 1  |
| Kristina Richards                              | Kristina Richards Inc.                         | 108              | William St.           |
| Little Chateau                                 | Little Chateau LLC                             | 13               | Touro St.             |
| Natural Creations                              | Natural Creations, LLC                         | 540              | Thames Street         |
| Natural Elements: A Nature & Science Store LLC | Natural Elements: A Nature & Science Store LLC | 435              | Thames St.            |
| Primavera                                      | Primavera, Inc.                                | 4                | Bowens Wharf          |
| Sail Loft                                      | Evansco, Inc.                                  | 18               | Bowens Wharf          |
| Stop & Shop #701                               | Stop & Shop Supermarket Company LLC, The       | 250              | Bellevue Ave.         |
| Style Newport                                  | Style Newport, LLC                             | 491              | Thames St.            |
| Sunflower Boutique                             | Judith Goodwin                                 | 400              | Thames St. #4         |
| Super Stop and Shop                            | Stop & Shop Supermarket Company LLC, The       | 199              | Connell Highway       |
| Viktoria Sue VS Vintage                        | Maria Spicola Brown                            | 174              | Broadway              |
| Vineyard Vines                                 | Vineyard Vines Retail LLC                      | 139              | Swinburne Row         |
| White House/Black Market #3521                 | White House/Black Market, Inc                  | 49               | Long Wharf Mall       |



**Jackson, Lisa**

---

**From:** Brenda Bachman <bbaachmanmsw@outlook.com>  
**Sent:** Tuesday, March 18, 2025 12:45 PM  
**To:** Holder, Charlie  
**Cc:** Jackson, Lisa  
**Subject:** FW: Regrets

**NOTICE: This email has originated outside the organization. Please confirm you know the sender before clicking any links or opening any attachments.**

----- Original message -----

**From:** Suzanna Laramée <suzanna.piano@gmail.com>  
**Date:** 3/18/25 12:17 PM (GMT-05:00)  
**To:** Brenda Bachman <bbaachmanmsw@outlook.com>  
**Subject:** Regrets

Dear Brenda,

It is with much regret that I tender my resignation from the Newport Sister City Commission, effective immediately. My life is starting to overwhelm me with my commitment to Newport Classical, my recent appointment as co-artist in residence of the Musician's Circle at Emmanuel Church, and my increasing responsibility for taking care of my husband who is having health issues. I truly am sorry to leave, as all of you are wonderful and extremely capable. I know you will find a very talented person to replace me. Thank you so much in advance for your understanding.

Sincerely,

Suzanna Laramée

## Jackson, Lisa

---

**From:** Joan Johnson-Freese <joanjohnsonfreese@gmail.com>  
**Sent:** Tuesday, March 18, 2025 4:27 AM  
**To:** Murdock, Erin  
**Cc:** Jackson, Lisa  
**Subject:** Re: Re-Appointment to Affirmative Action Commission

**Importance:** High

Hi Erin,

Thank you for letting me know.

Given COVID, circumstances I explained earlier, and my own travel schedule for work, I've attended 3 meetings in 5 years and feel very badly about that. Given the important work of the Commission, I therefore feel it is best if I resign to give a potentially more active member the opportunity to participate.

Best regards,  
Joan

3/26/25

RECEIVED

MAR 17 2025

## CITY OF NEWPORT

CITY CLERK'S OFFICE

## MOBILE FOOD ESTABLISHMENT TRUCK PERMIT

EXPIRES MARCH 31

## 1. BUSINESS INFORMATION

Ownership Type - Please check only one box below:

☐ Individual/Sole Proprietor    ☐ Corporation    ☐ Partnership    ☒ Limited Liability Company  
☐ Governmental Entity    ☐ Limited Partnership

Social Security Number (or FEIN for Business): 05-0520954

Ownership Name (Individual or organization who currently owns the business):

Entity Name (List only one):

Newport Creamery LLC

DBA (Doing Business As) (if different):

Newport Creamery

Address: 35 Sockanosset Cross Rd

City: Cranston

State: RI

Zip Code: 02920

Email Address: acc@jancompanies.com

Phone Number: (401) 946-4000

Website Address:

Social Media (i.e. Facebook, Twitter):

Social Media (i.e. Facebook, Twitter, Instagram):

Manager in Charge (If different than owner):

Name: Leroy Sanderson

Address: 35 Sockanosset Cross Rd

City: Cranston

State: RI

Zip Code: 02920

Email Address: LEROY.S@jancompanies.com

Phone Number: (401) 269-8860

## 2. MOBILE FOOD ESTABLISHMENT INFORMATION:

Name of Mobile Food Establishment/Truck (if different from Entity name or DBA):

(Provide the address where MFE is located when not operating):

Address: 781 Tiogue Ave

City: Coventry

State: RI

Zip Code: 02816

DMV License Plate Number of Truck/Trailer: RI-AWFUL

VIN Number: 3C6TRVDG7HE524683

#### 4. REQUIRED DOCUMENTATION & SIGNATURE

☒ State MFE Registration

OR

☐ Mobile Food Establishment Fire Inspection Certificate

**NOTE: Only required if the MFE is equipped with:**

- ☐ Gasoline, diesel or electric generator
- ☐ Propane or compressed natural gas
- ☐ Commercial cooking equipment
- ☐ Fire suppression system

☒ Mobile Food Service License from Department of Health (For information, call 401-222-2749)

**NOTE: Out-of-State MFEs are required to obtain a license from the Rhode Island Department of Health, even if in possession of a similar license from its home state**

☒ Valid Motor Vehicle Registration (If applicable)

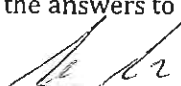
☒ Valid Motor Vehicle Insurance (If applicable)

☒ State of Rhode Island Retail Sales Permit (For information, call 401-574-8829)

#### Affidavit of Application

I swear, under penalty of perjury that the information provided in connection with this application is true to the best of my knowledge, with the understanding that any omissions, inaccuracies or failure to make full disclosures may be deemed sufficient reason to deny licensure by the Municipality.

I understand that this is a continuing application and that I have an affirmative duty to inform the Municipality of any changes in the answers to these questions after this application and this Affidavit are signed.

  
\_\_\_\_\_  
Signature of Authorized Person

3/12/24  
\_\_\_\_\_  
Date of Signature (MM/DD/YY)

Sarah Shoppell  
\_\_\_\_\_  
Printed Name of Authorized Person

Accountant  
\_\_\_\_\_  
Title of Authorized Person

#### OFFICE USE ONLY

Filing Fee \$15 3/17/25 Date Paid CC

Permit Fee \$75 3/17/25 Date Paid CC



## VICTUALING LICENSE APPLICATION

TO THE HONORABLE COUNCIL:

DATE: 1/30/2025

FEB 27 2025

CITY CLERK'S OFFICE

D/B/A Pivotal Brewing Company - Newport, LLC

## LICENSED PREMISES:

140 Broadway, Newport, RI 02840

Owner (LLC, Corporation): Pivotal Brewing Company

Owner Address: 500 Wood St, Unit 111, Box 3

City: Bristol State: RI Zip: 02809

Owner Phone: 508-454-1667 Business Phone: 401-638-1100

Mailing Address (choose one): (a) Business Location, (b) Ownership Address, or (c) Other (specify below)

License Number: CLASS: C

Litter Rating from  
City Clerk's Office:

Annual or Seasonal? Annual

If Seasonal (list dates):

Hours of Operation: TBD

Do you have Extended Hours of Operation (i.e. 2:00 am till 6:00 am)? ☒ N if yes, specify extended hours and days:

Hours: Days:

Estimated Monetary  
Investment: \$ 200,000Is liquor license application being submitted by the applicant? ☒ X or will it be in the future? ☐

Description and/or rendering of architecture to be used (if changing). INITIALS: Attached? (YES/NO)

## FOR OFFICE USE ONLY

Filing Fee: \$15

Date Paid: 3/3/25

License Fee:

Date Paid:

License Issued by Issued Date

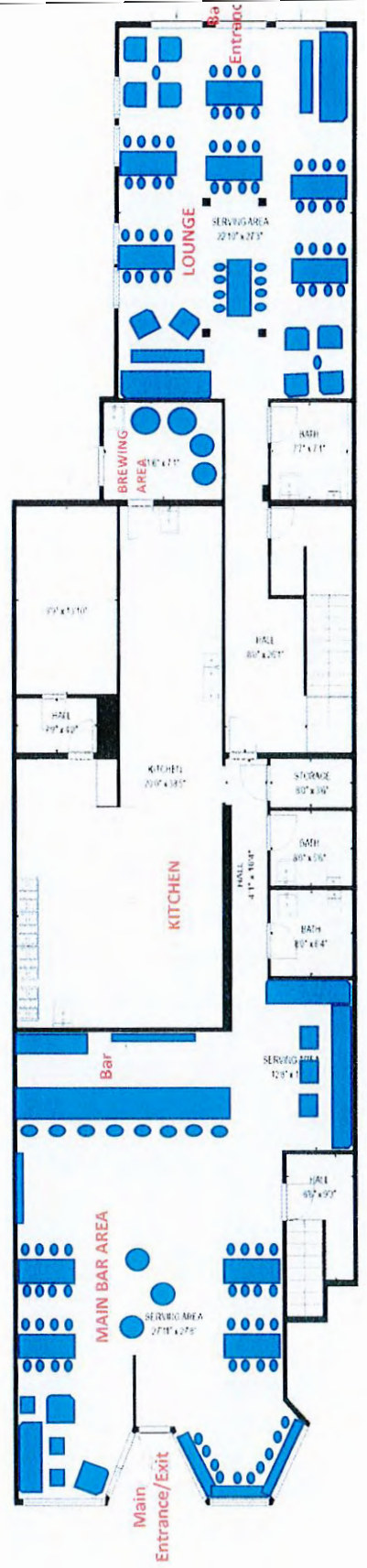
DATE APPROVED BY COUNCIL



FEB 27 2025

CITY CLERK'S OFFICE

GROUND LEVEL



GROSS INTERNAL AREA

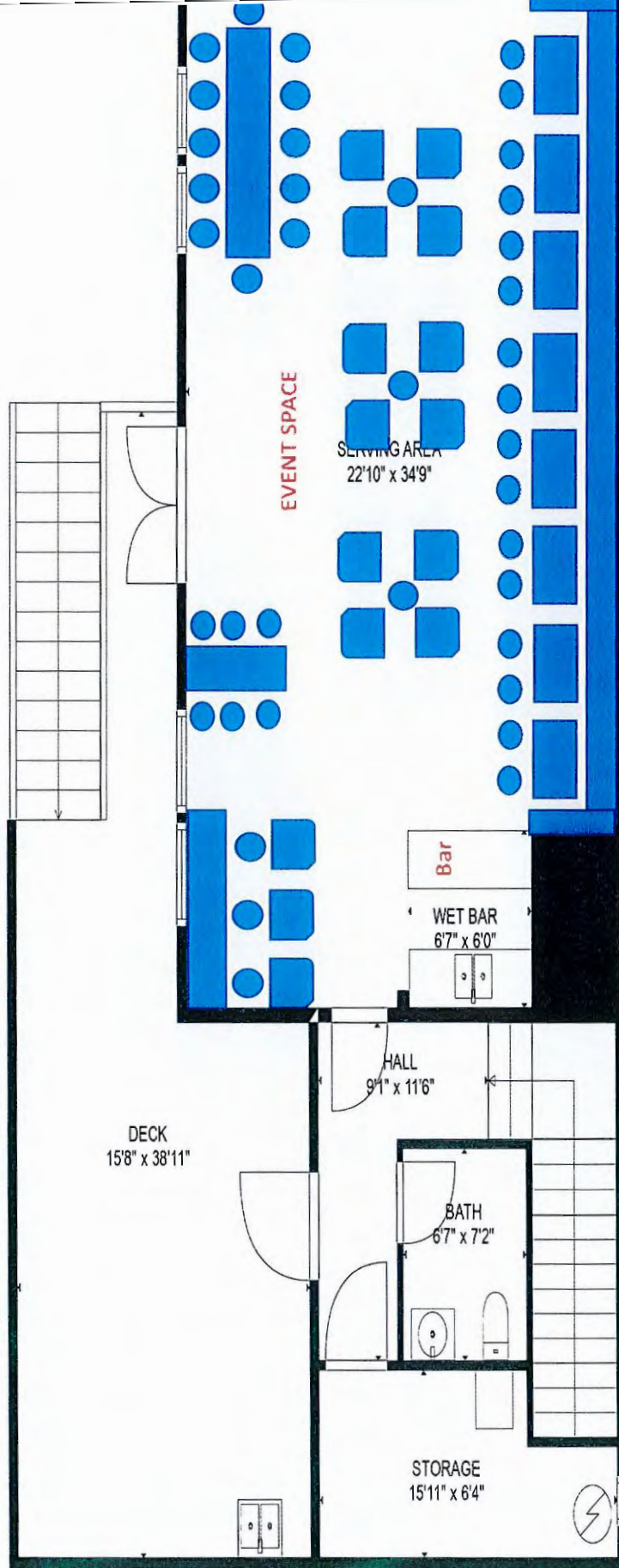
Below Ground: 0 sq. ft, Below Ground: 2565 sq. ft, FLOOR 3: 1002 sq. ft

EXCLUDED AREAS: STORAGE: 650 sq. ft, UNFINISHED BASEMENT: 467 sq. ft, DECK: 400 sq. ft,  
BALCONY: 94 sq. ft

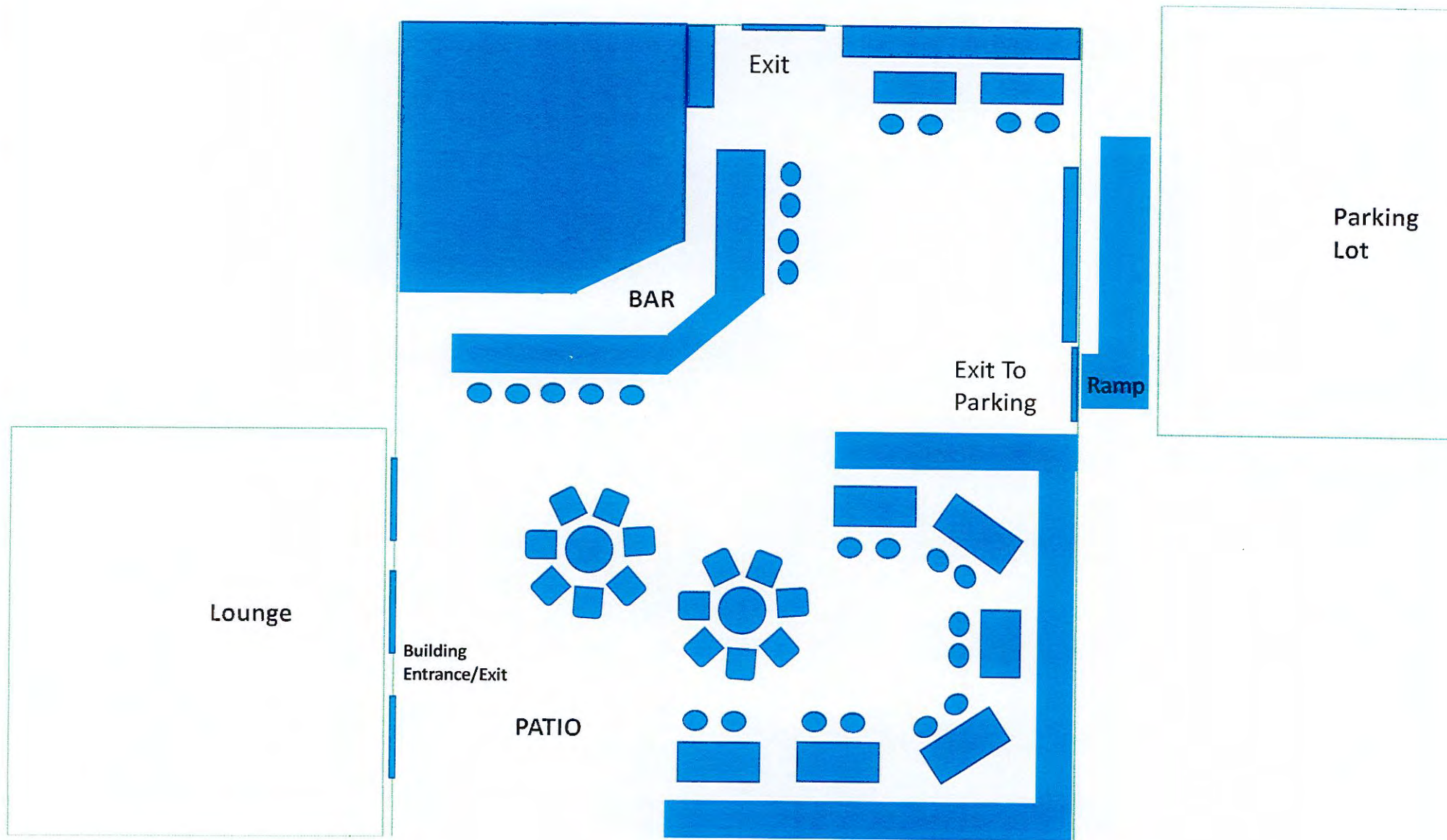
TOTAL: 3567 sq. ft

SIZES AND DIMENSIONS ARE APPROXIMATE, ACTUAL MAY VARY.

2ND FLOOR







## PUBLIC ENTERTAINMENT LICENSE APPLICATION

TO THE HONORABLE COUNCIL:

DATE: 2/6/25

DBA Name: Pivotal Brewing Company

RECEIVED

Business Phone: 401-638-1100

FEB 27 2025

Address: 140 Broadway  
Newport, RI 02809

CITY CLERK'S OFFICE

Corporate/Business Owner Name: Pivotal Brewing Company Newport LLC

Owner Address: 500 Wood St, Unit 111, Box 3

Owner City: Bristol

State: RI

Zip: 02809

Owner Phone: 508-454-1667

For Mailing Address (choose one):

Use Business Location : \_\_\_\_\_ OR Use Owner Address: ☒ OR Other Mailing Address: \_\_\_\_\_

Pivotal Brewing Company, 500 Wood St, Unit 111, Box 3, Bristol, RI 02809

License Number: \_\_\_\_\_

CLASS: A

DURATION: ANNUAL

Yearly is June 1- May 31 ☒

or if Daily (list dates) \_\_\_\_\_

HOURS: \_\_\_\_\_

INDOORS

m - Sat - 11am - 12am

Sun - 11am - 11pm

Location: 140 Broadway  
Newport, RI 02840

Initial Here that PLAN is attached that specifically delineates &amp; defines location of entertainment: TN

INITIAL HERE to acknowledge receipt of NOISE ORDINANCE

DATE: 2/24/2025

Filing Fee - \$15 Date Paid: 3/3/25

\$450 AD/ADULTER - 3/3/25

License Fee \_\_\_\_\_

Date Paid: \_\_\_\_\_

License Issued By: \_\_\_\_\_ Date Issued: \_\_\_\_\_

ANNUAL Class A (inside) \$300 Class B (outside) \$200(including tent) accessory only

Class C (Class J Liquor) (\$500)

DAILY Class A \$15 per day

Class B Daily \$10 per day (Additional to daily Class A)

ACTION OF COUNCIL: \_\_\_\_\_ ACTION DATE: \_\_\_\_\_

Owner: Pivotal Brewing Company Newport LLC

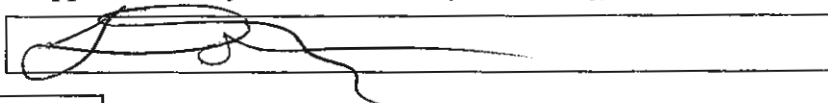
DBA: Pivotal Brewing Company

Premises: 140 Broadway, Newport, RI  
02840**COMPLETE ALL CATEGORIES (use 'Yes' or 'No' or 'NA' if not applicable):**

| CATEGORY                                    | RESPONSE                                                       |
|---------------------------------------------|----------------------------------------------------------------|
| Amplification?                              | Yes, occasionally                                              |
| Band?                                       | Maybe - if so, it would be sporadically, for special occasions |
| # Members:                                  | 3-5                                                            |
| Concert?                                    | No                                                             |
| Dance?                                      | Maybe, depending on musician                                   |
| Movie?                                      | TBD                                                            |
| Play?                                       | TBD                                                            |
| Musicians?                                  | Yes                                                            |
| How Many Musicians?                         | 1-3                                                            |
| Vocalist?                                   | Yes                                                            |
| How Many Vocalists?                         | 1-3                                                            |
| How Many Musical Instruments?               | 1-5                                                            |
| List Types of Musical Instruments:          | mostly Guitar, maybe djembe, trumpet/sax                       |
| Do you have a victualing or liquor license? | Both                                                           |
| Expected Attendance:                        | 65                                                             |
| Seating Capacity:                           | 222                                                            |
| Parking Availability # of Vehicles:         | 11                                                             |

*Your signature below indicates that you have reviewed the information on this two page form and agree that it is correct. Any change will require that a new application be filed with the City Clerk's office.*

Signature of Representative:



Print Name:

Todd A. Nicholson

Title:

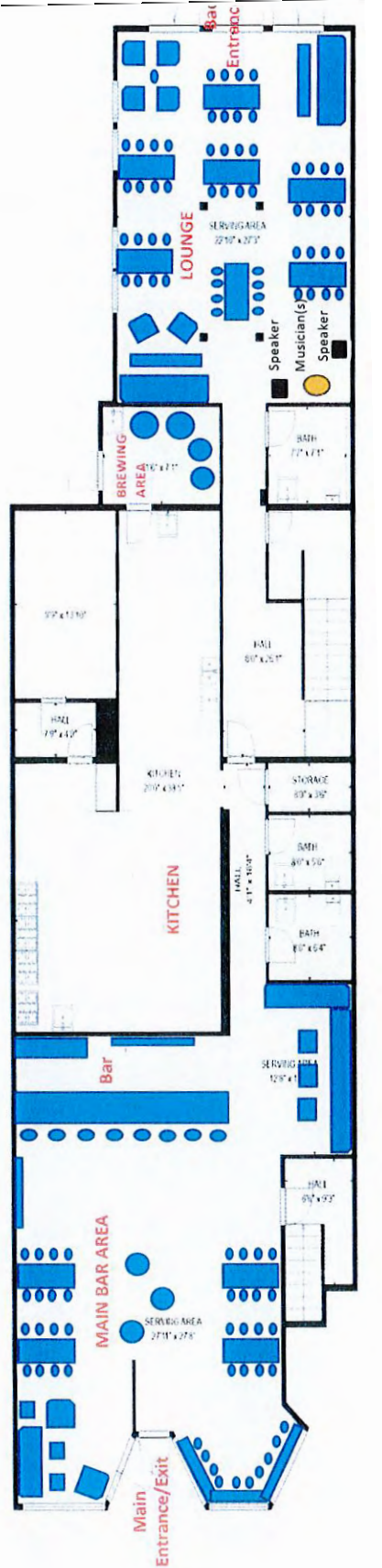
CEO

Date:

2/24/25

Restrictions:

## GROUND LEVEL



### GROSS INTERNAL AREA

Below Ground: 0 sq. ft, Below Ground: 2565 sq. ft, FLOOR 3: 1002 sq. ft

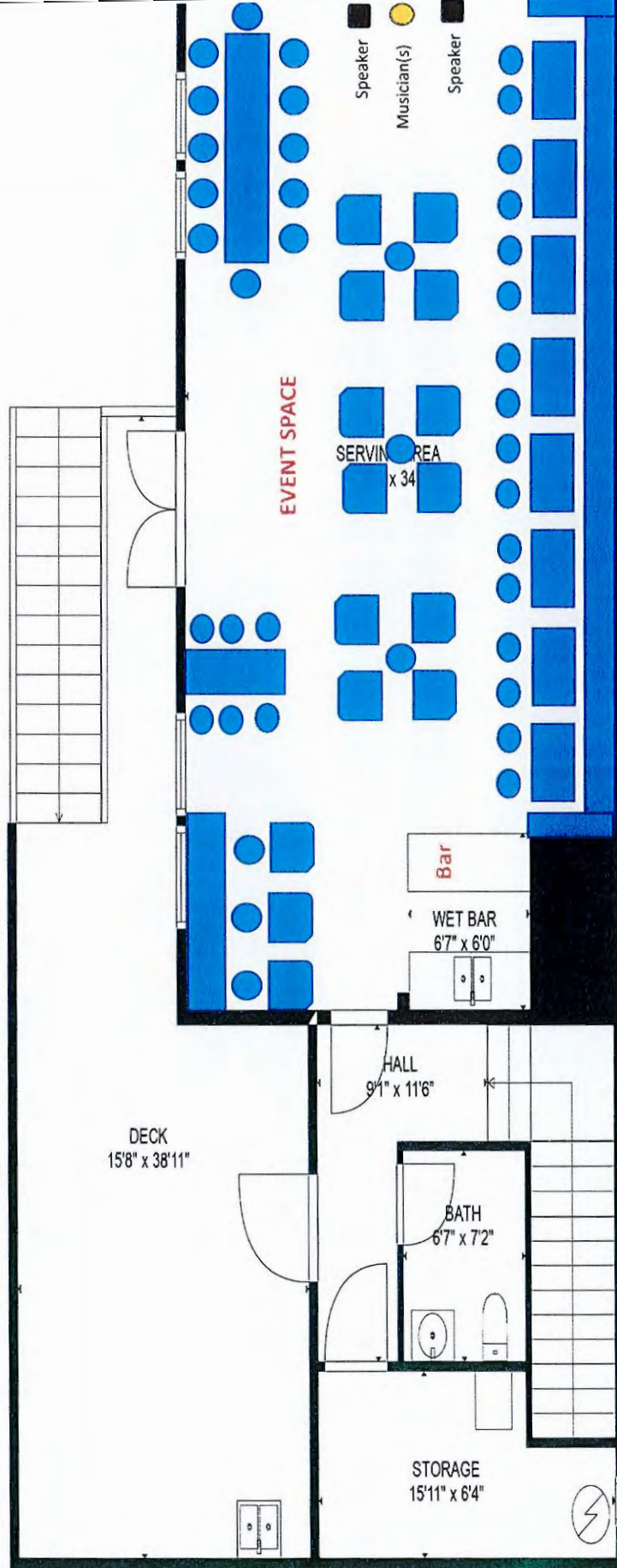
EXCLUDED AREAS: STORAGE: 650 sq. ft, UNFINISHED BASEMENT: 467 sq. ft, DECK: 400 sq. ft, BALCONY: 94 sq. ft

TOTAL: 3567 sq. ft

SIZES AND DIMENSIONS ARE APPROXIMATE, ACTUAL MAY VARY.



2ND FLOOR



CITY OF NEWPORT, RHODE ISLAND  
FROM YEAR \_\_\_\_\_ TO YEAR 2025  
**PUBLIC ENTERTAINMENT LICENSE APPLICATION**

TO THE HONORABLE COUNCIL:

DATE: February 19, 2025

DBA Name: Hotel Viking

Business Phone: 401-848-4836

Address: One Bellevue Ave., Newport, Rhode Island

Corporate/Business Owner Name: HTLVI Newport TRS LLC

Owner Address: 101 California Street, Suite 980

Owner City: San Francisco State: CA Zip: 94111

Owner Phone: 415-868-4888

For Mailing Address (choose one):

Use Business Location : ☐ OR Use Owner Address: ☒ OR Other Mailing Address:

License Number: ETAB 2024-20 CLASS: A/B DURATION: Yearly

Yearly is June 1- May 31 ☒

or if Daily (list dates)

HOURS: 

11:00 am - 11:00 pm

Location: One Bellevue Ave., Newport, Rhode Island

**Initial Here** that PLAN is attached that specifically delineates & defines location of entertainment:

**INITIAL HERE** to acknowledge receipt of NOISE ORDINANCE  DATE:

Filing Fee - \$15 Date Paid: 2/20/25 License Fee 500 Date Paid: 2/20/25

License Issued By: \_\_\_\_\_ Date Issued: \_\_\_\_\_

ANNUAL Class A (inside) \$300 Class B (outside) \$200(including tent) accessory only  
Class C (Class J Liquor) (\$500)  
DAILY Class A \$15 per day Class B Daily \$10 per day (Additional to daily Class A)

ACTION OF COUNCIL: \_\_\_\_\_ ACTION DATE: \_\_\_\_\_

*APPROVED* FIRST HEARING - 3/12/25  
SECOND HEARING - 3/26/25

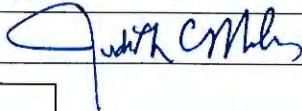
Owner: HTLVI Newport TRS LLC  
 DBA: Hotel Viking  
 Premises: One Bellevue Ave., Newport, Rhode Island

**COMPLETE ALL CATEGORIES (use 'Yes' or 'No' or 'NA' if not applicable):**

| CATEGORY                                    | RESPONSE                                                                                                |
|---------------------------------------------|---------------------------------------------------------------------------------------------------------|
| Amplification?                              | Yes                                                                                                     |
| Band?                                       | Yes                                                                                                     |
| # Members:                                  | Up to 4                                                                                                 |
| Concert?                                    | Yes                                                                                                     |
| Dance?                                      | Yes                                                                                                     |
| Movie?                                      | Yes                                                                                                     |
| Play?                                       | Yes                                                                                                     |
| Musicians?                                  | Yes                                                                                                     |
| How Many Musicians?                         | 1-50                                                                                                    |
| Vocalist?                                   | Yes                                                                                                     |
| How Many Vocalists?                         | 1-50                                                                                                    |
| How Many Musical Instruments?               | 1-50                                                                                                    |
| List Types of Musical Instruments:          | Guitar, percussion, horns, woodwinds, keyboard, piano, other stringed instruments such as violin, cello |
| Do you have a victualing or liquor license? | Application pending                                                                                     |
| Expected Attendance:                        | 1-450                                                                                                   |
| Seating Capacity:                           | 450                                                                                                     |
| Parking Availability # of Vehicles:         | 217                                                                                                     |

*Your signature below indicates that you have reviewed the information on this two page form and agree that it is correct. Any change will require that a new application be filed with the City Clerk's office.*

Signature of Representative:



Print Name:

Judith C. Miles

Title:

Executive Member and Secretary

Date:

February 19, 2025

Restrictions:

Current restrictions: Outside entertainment with amplification permitted to 9:40 p.m.; Wed., Thurs., Friday and Saturday only except on a Sunday before a Monday holiday. Band limited to 4 members. Detail police officer(s) may be required.

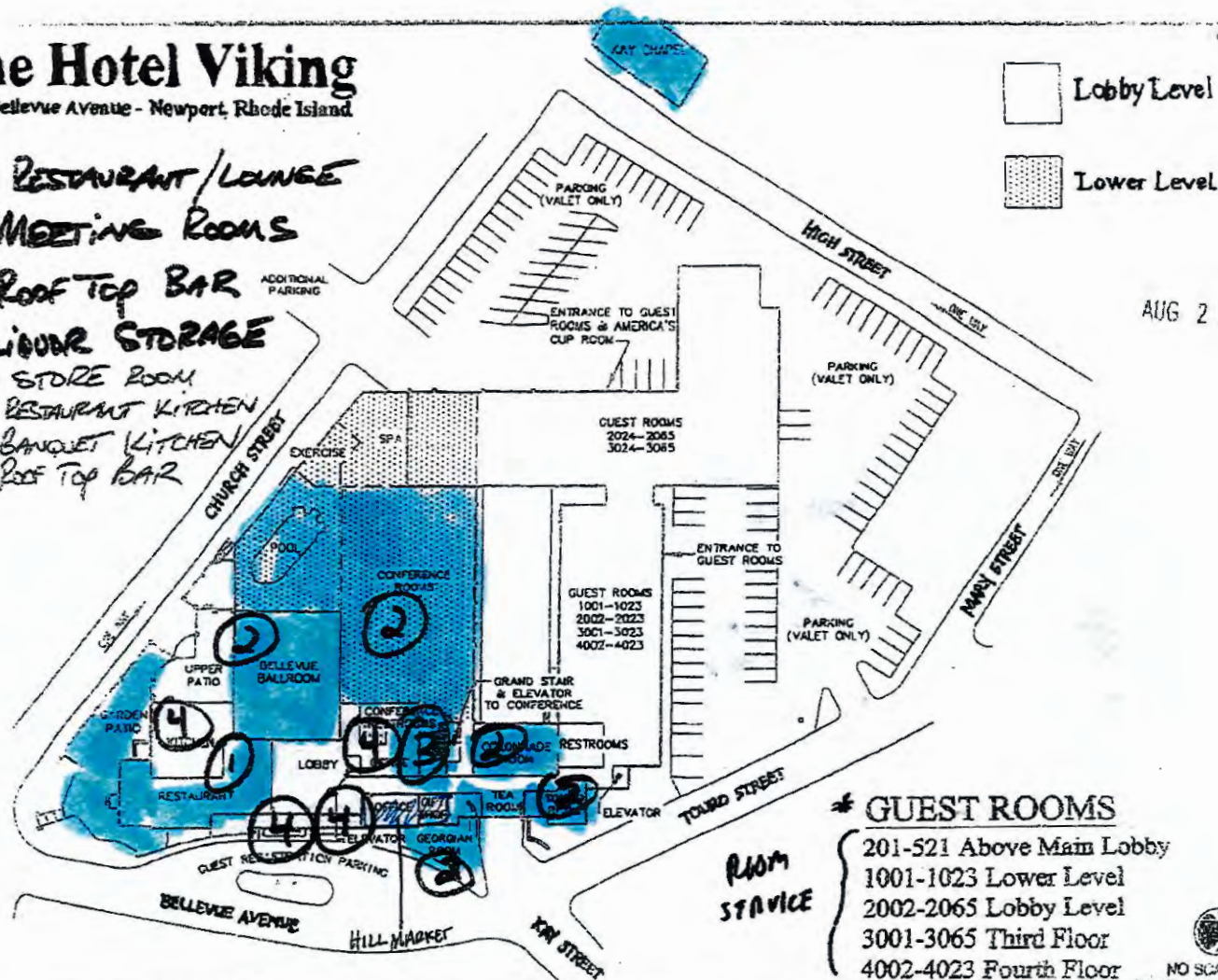


# The Hotel Viking

One Bellevue Avenue - Newport, Rhode Island

- ① RESTAURANT/LOUNGE
- ② MEETING ROOMS
- ③ ROOF TOP BAR
- ④ LIQUOR STORAGE

- STORE ROOM
- RESTAURANT KITCHEN
- BANQUET KITCHEN
- ROOF TOP BAR



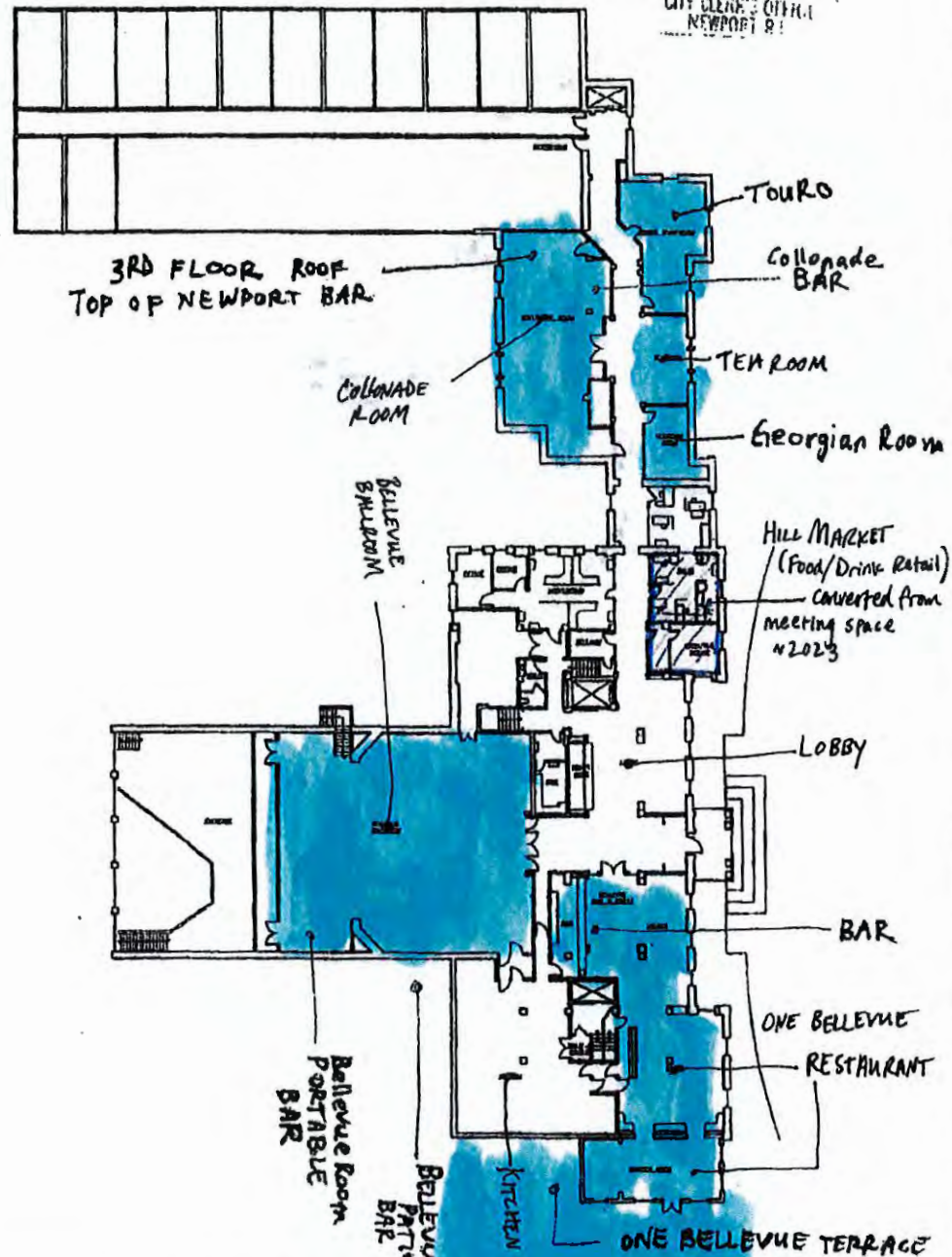
AUG 21 2014

NO SCALE  
DATE: 05-26-09



# The Hotel Viking

One Bellevue Avenue - Newport, Rhode Island



EXISTING SECOND FLOOR PLAN

DATE 4-18-01  
1:40:00

Page 2 of 2

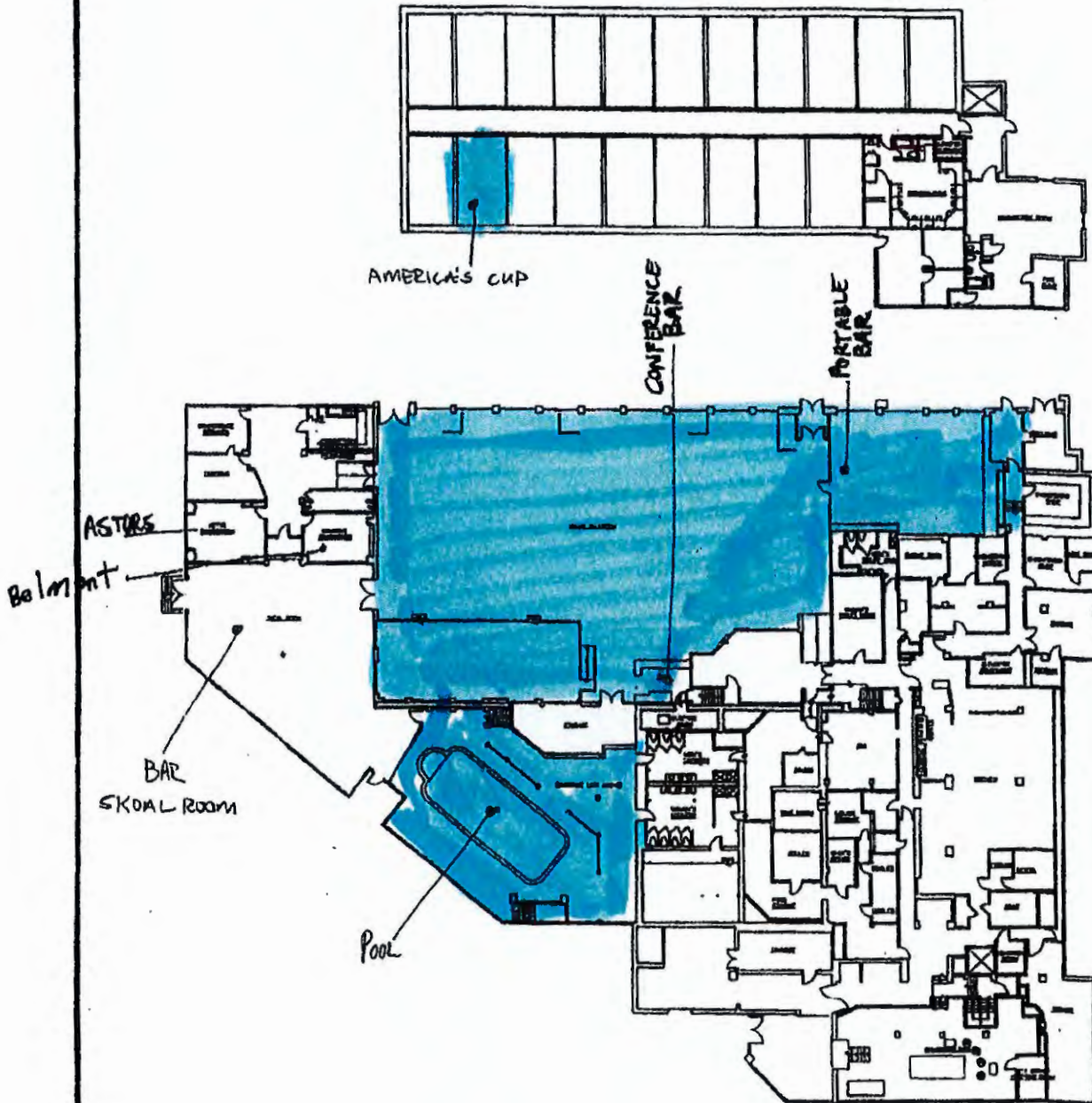
# The Hotel Viking

One Bellevue Avenue - Newport, Rhode Island

E C E U

AUG 21 2014

CITY CLERK'S OFFICE  
NEWPORT R.I.



EXISTING FIRST FLOOR PLAN

DATE: 4-13-01  
1" = 40'-0"



Page 1 of 2





To: City of Newport Council  
Council Chair & Mayor Charlie Holder  
Council Vice Chair Lynn Underwood Ceglie  
Councilor Xaykham (Xay) Khamsyvoravong  
Councilor Jeanne-Marie Napolitano  
Councilor Stephanie Smyth  
Councilor Ellen Pinnock  
Councilor David Carlin III  
Newport City Hall  
43 Broadway  
Newport, RI 02840

Dear Honorable Councilors,

Thank you for allowing us this opportunity to speak with you. On behalf of the Aquidneck Island Land Trust and our municipal planning partners from Newport, Middletown, Portsmouth, and the Navy, I am excited to provide an update on our regional resilience work.

These efforts have evolved since my initial role as the Aquidneck Island Regional Resilience Coordinator at the Rhode Island Infrastructure Bank, which began nearly three years ago in April 2022. Since then, the three island municipalities and the Navy have consistently worked together on island-wide resilience initiatives, with projects such as the [Spring 2023 Leadership Exchange Workshops](#) on Transportation, Stormwater and Water Quality, and Emergency Management, and the current development of a [Regional Hazard Mitigation Plan](#). We've made great strides and are looking forward to continuing this work with a new home at the Aquidneck Island Land Trust, supported by two additional staff members.

In October 2024, we officially began our [Growing Regional Resilience Coordination on Aquidneck Island](#) project, funded by NOAA's Office for Coastal Management. This four-year grant allows us to build our capacity to tackle the pressing climate challenges our island faces in a coordinated manner, with a strong focus on engaging our local community. We're thrilled to introduce you to Jamie Haines Matthews, our new Resilience & Sustainability Specialist, and Glennie LeBaron, our new Community Engagement Manager.

This presentation will provide an update on this new initiative and share the ways we hope we can continue to be a resource for you, municipal staff, and the broader community.

Thank you for your time,  
Paige Myatt  
*Director of Climate Resilience*  
Aquidneck Island Land Trust



# ***Growing Regional Resilience Coordination on Aquidneck Island***

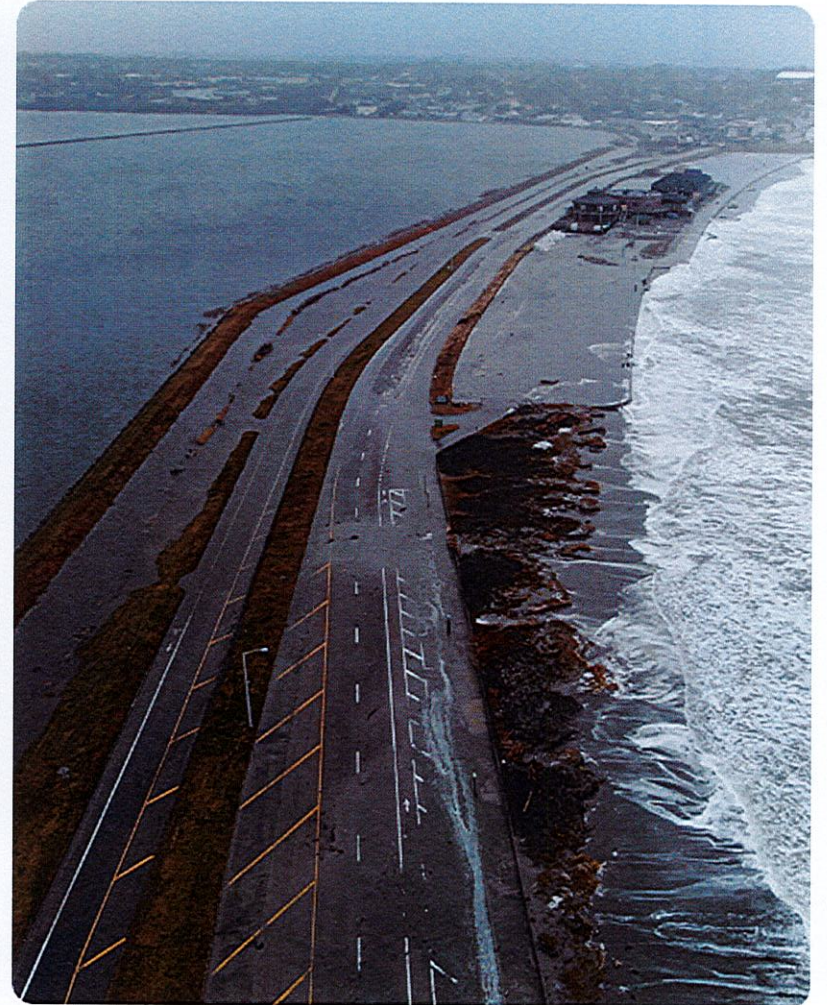
**Newport City Council Presentation**

Paige Myatt, Director of Climate Resilience

March 12, 2025



**Aquidneck Island Land Trust**

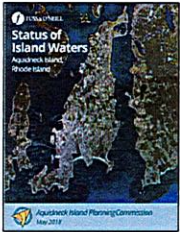




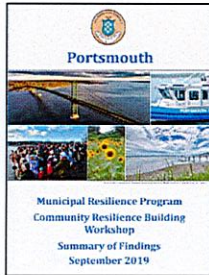
# Presentation Outline

- Brief history of recent Aquidneck Island Regional Resilience work
- Basic *Climate Resilience Regional Challenge* grant information
- Overview of main activities
- Introduction of new staff
- Ongoing areas of assistance

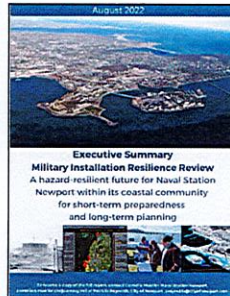




**2018:** Status of Island Waters (AIPC, local partners)



**2019:** Portsmouth Municipal Resilience Program Workshop (RIIB)



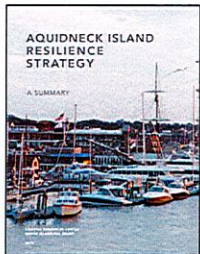
**2020-2022:** Military Installation Resilience Review

**Spring 2022-2024:** Aquidneck Island Regional Resilience Coordinator Pilot (RIIB)

**Fall 2024 - 2028:** Growing Regional Resilience Coordination on Aquidneck Island (AILT, Munis, Navy)

# Opportunity for *action*

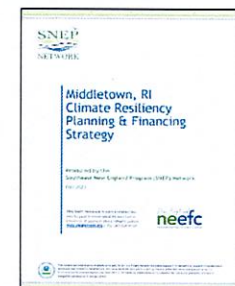
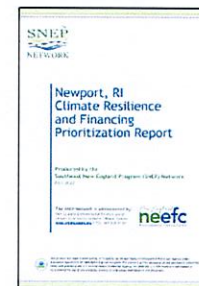
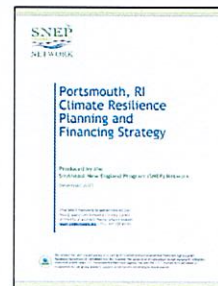
2017  
2028



**2017:** Aquidneck Island Resilience Strategy (URI CRC, local partners)



**2020:** Newport and Middletown Municipal Resilience Program Workshops (RIIB)



**2021-2023:** Portsmouth ('21), Newport ('22), and Middletown ('23) Community Assistance Projects & Regional Leadership Exchange (SNEP)



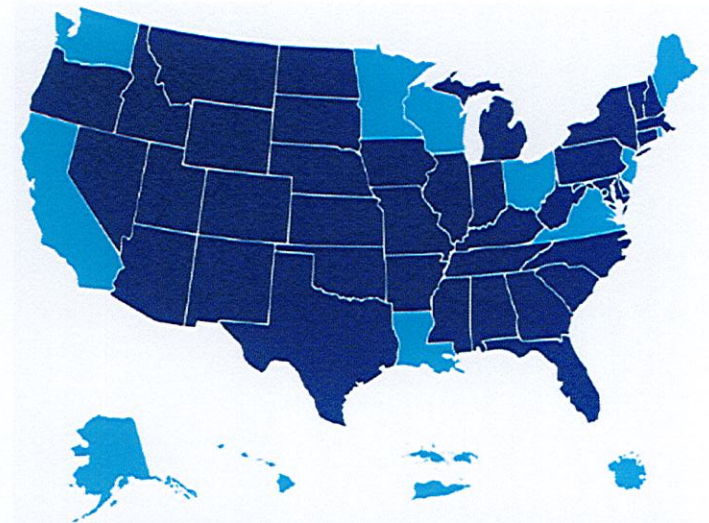
## *Climate Resilience Regional Challenge*

### **Grant Award Recipient**

- **Close collaboration** with island municipalities of **Newport, Middletown, and Portsmouth**, as well as **Naval Station Newport**
  - Land Trust serving as **host organization**
  - **20+ letters of support** from community partners collected during application process
- **~\$2 million** from NOAA's Office for Coastal Management for **4 years**, beginning Fall 2024
- **One of 19 projects** selected from across the country out of **870 applications**



**Aquidneck Island Land Trust**





## Topic Areas

- Water Quality
- Coastal Resilience
- Flood Reduction & Stormwater Management
- Ecological Restoration
- Sustainability
- Food Systems
- Transportation
- Land Use
- Emergency Management & Preparedness

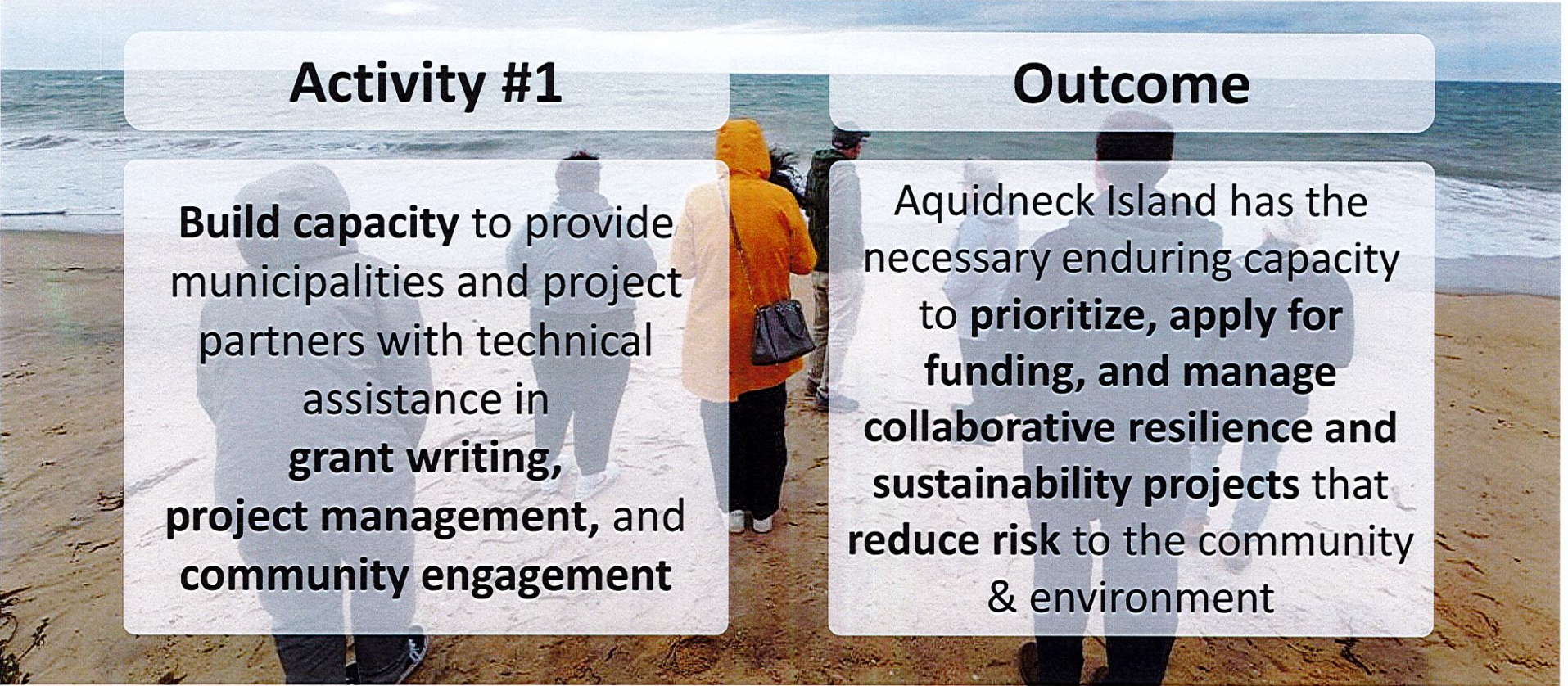


**Aquidneck Island Land Trust**



King Park, Newport





## Activity #1

**Build capacity** to provide municipalities and project partners with technical assistance in **grant writing, project management, and community engagement**

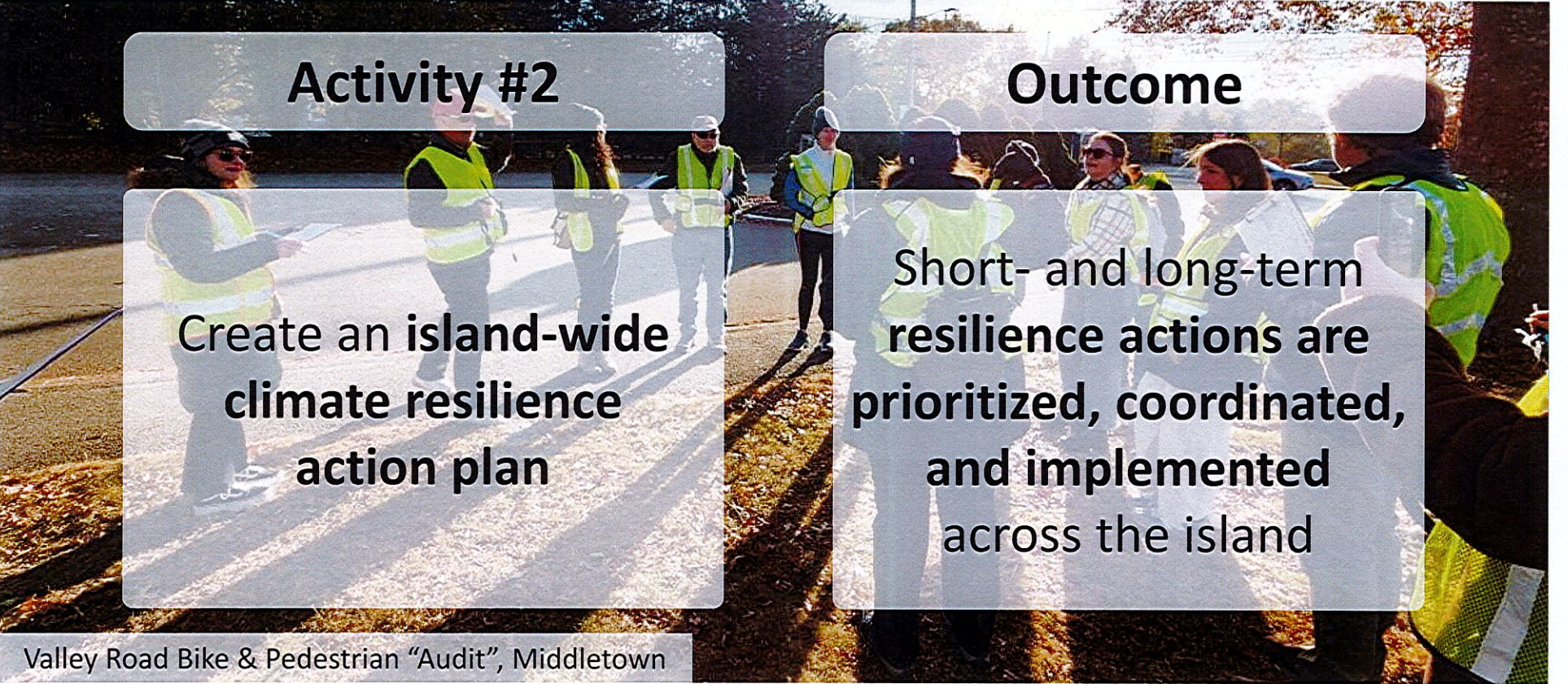
## Outcome

Aquidneck Island has the necessary enduring capacity to **prioritize, apply for funding, and manage collaborative resilience and sustainability projects** that **reduce risk** to the community & environment



**Aquidneck Island Land Trust**





## Activity #2

Create an **island-wide climate resilience action plan**

## Outcome

Short- and long-term resilience actions are **prioritized, coordinated, and implemented** across the island

Valley Road Bike & Pedestrian "Audit", Middletown



**Aquidneck Island Land Trust**



### Activity #3

Educate and **engage the community** in new, meaningful ways

### Outcome

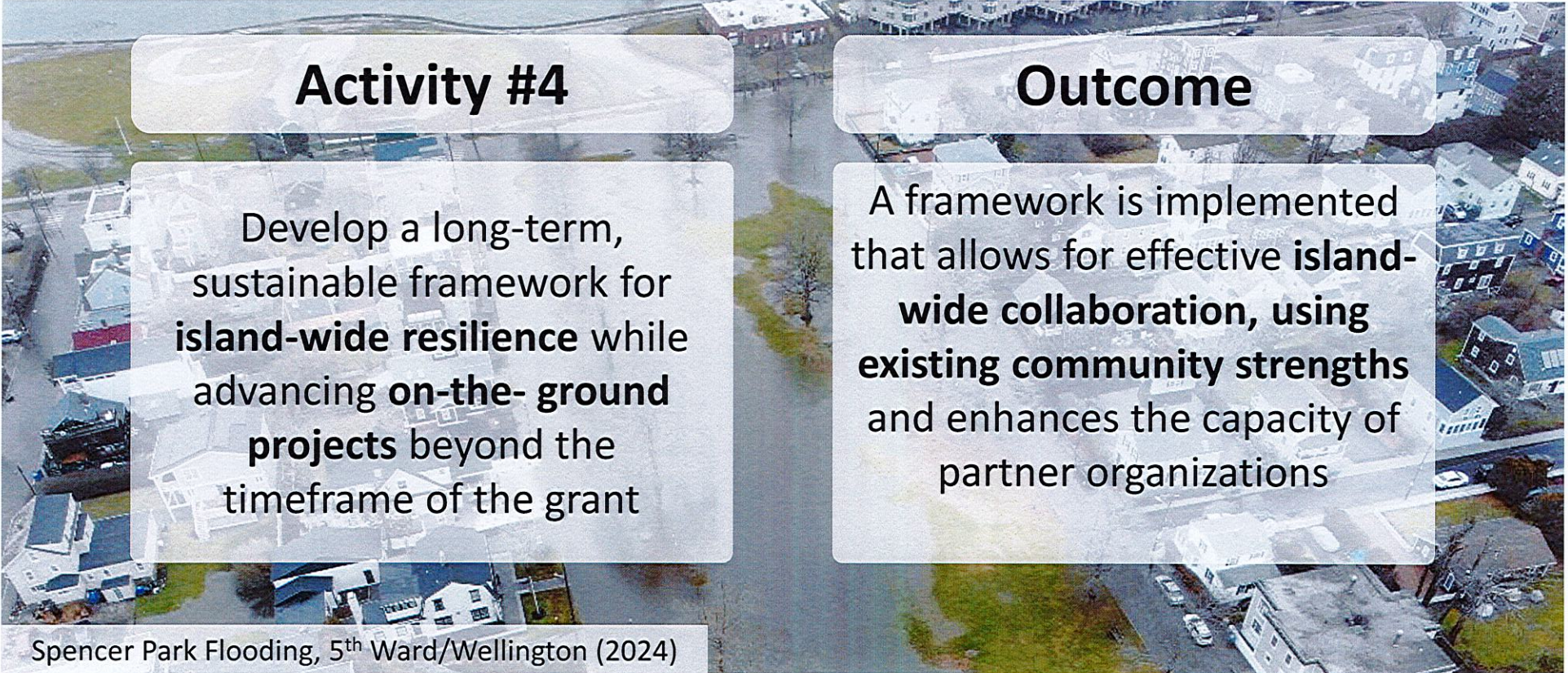
All community members are **actively engaged in solutions**

Newport's North End



**Aquidneck Island Land Trust**





## Activity #4

Develop a long-term, sustainable framework for **island-wide resilience** while advancing **on-the-ground projects** beyond the timeframe of the grant

## Outcome

A framework is implemented that allows for effective **island-wide collaboration**, using **existing community strengths** and enhances the capacity of partner organizations

Spencer Park Flooding, 5<sup>th</sup> Ward/Wellington (2024)



**Aquidneck Island Land Trust**



## Resilience Program Staff



**Paige Myatt**

*Director of Climate Resilience*

[paige@aquidneckresilience.org](mailto:paige@aquidneckresilience.org)



**Jamie Haines Matthews**

*Resilience & Sustainability Specialist*

[jamie@aquidneckresilience.org](mailto:jamie@aquidneckresilience.org)



**Glennie LeBaron**

*Community Engagement Manager*

[glennie@aquidneckresilience.org](mailto:glennie@aquidneckresilience.org)



**Aquidneck Island Land Trust**



2022 Flooding, The Point (credit: Marilyn Moffatt)



## Example Project Support List

### Regional

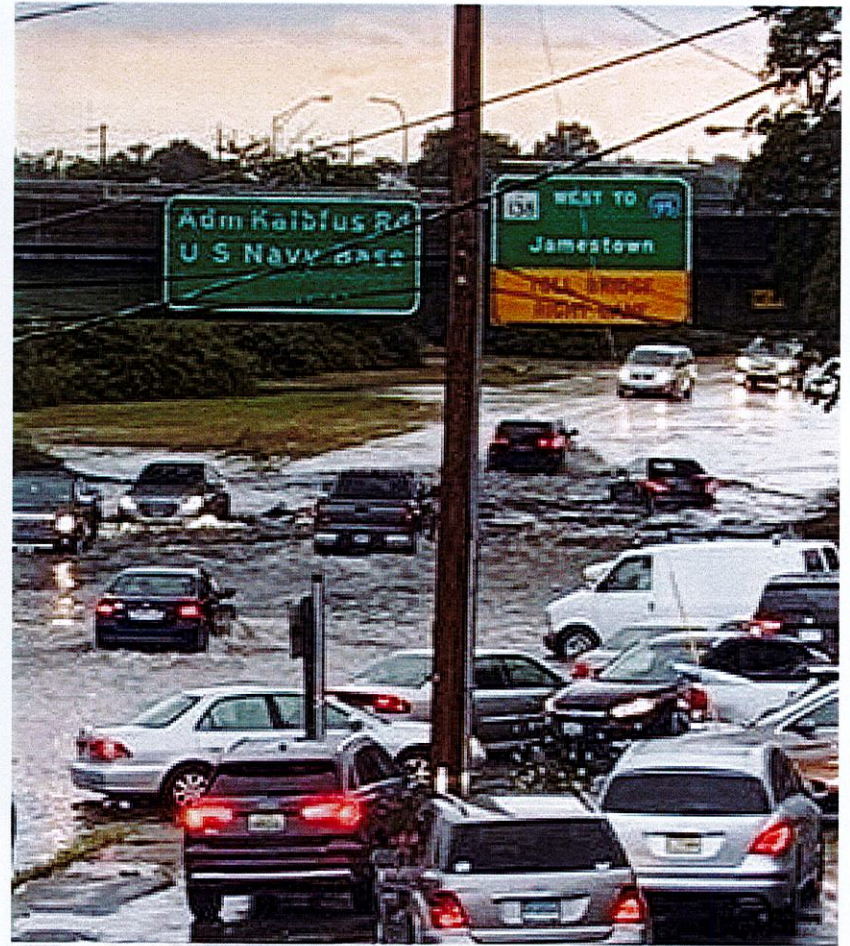
- Watershed and drinking water supply quality
- Resilience for island beaches
- Bike and pedestrian pathway improvements
- Regional Hazard Mitigation Planning
- Navy Base Regional Compatible Land Use Study

### Municipality-Specific

- **Almy Pond water quality improvements (*Newport*)**
- **Elizabeth Brook daylighting and restoration (*Navy & Newport*)**
- Dunlap-Wheeler Park (*Middletown*)
- West Shore Road flood mitigation (*Portsmouth*)



**Aquidneck Island Land Trust**



2020 Flooding, Newport's North End (credit: Shelly Kornatz)





Questions?





State of Rhode Island  
**Coastal Resources Management Council**  
Oliver H. Stedman Government Center  
4808 Tower Hill Road, Suite 3  
Wakefield, RI 02879-1900

(401) 783-3370  
Fax (401) 783-2069

**PUBLIC NOTICE**

File Number: 2025-02-022 Date: March 5, 2025

This office has under consideration the application of:

**SW 45 LLC**  
20 Newman Avenue; Suite 1005  
Rumford, RI 02916

for a State of Rhode Island Assent to:

Expand the Marina Perimeter Limit of the Newport Yachting Center from 3.44 acres to 3.89 acres (13% expansion) and replace & reconfigure floating docks. (No increase in vessel count.)

|                   |                     |
|-------------------|---------------------|
| Project Location: | 20 Commercial Wharf |
| City/Town:        | Newport             |
| Plat/Lot:         | 27 / 46             |
| Waterway:         | Newport Harbor      |

Plans of the proposed work can be requested at [Cstaff1@crmc.ri.gov](mailto:Cstaff1@crmc.ri.gov).

In accordance with the Administrative Procedures Act (Chapter 42-35 of the Rhode Island General Laws) you may request a hearing on this matter.

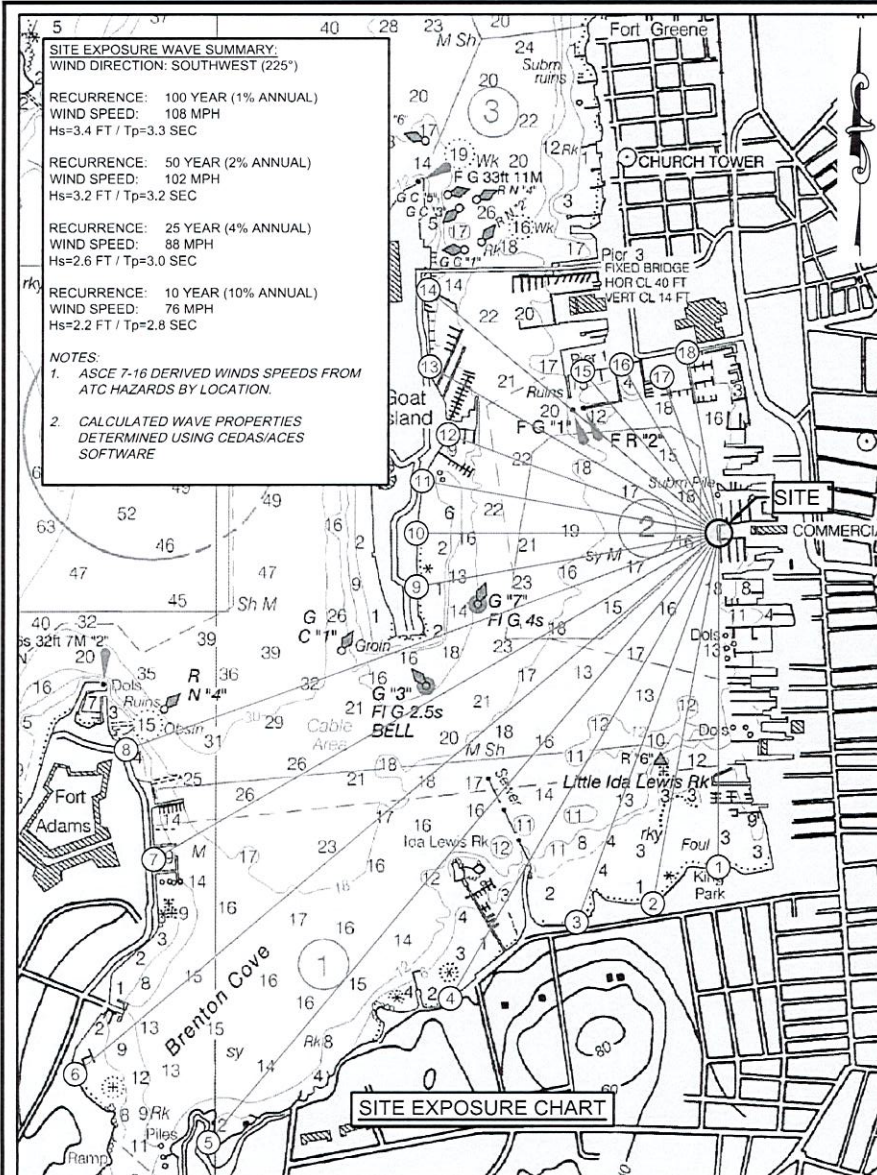
You are advised that if you have good reason to enter protests against the proposed work it is your privilege to do so. It is expected that objectors will review the application and plans thoroughly, visit site of proposed work if necessary, to familiarize themselves with the conditions and cite what law or laws, if any, would in their opinion be violated by the work proposed.

If you desire to protest, you must attend the scheduled hearing and give sworn testimony. A notice of the time and place of such hearing will be furnished you as soon as possible after receipt of your request for hearing. If you desire to request a hearing, to receive consideration, it should be in writing (**with your correct mailing address, e-mail address and valid contact number**) and be received at this office on or before April 5, 2025.

Please email your comments/hearing requests to: [cstaff1@crmc.ri.gov](mailto:cstaff1@crmc.ri.gov); or mail via USPS to: Coastal Resources Management Council; O. S. Government Center, 4808 Tower Hill Road, Rm 116; Wakefield, RI 02879.

/lat





20250219\_NYC\_MARINA\_EXPANSION\_PERMIT\_PLAN\_SET.dwg

TABLE 1: SITE EXPOSURE

|   | ANGLE | FETCH |       |    | ANGLE | FETCH |       |
|---|-------|-------|-------|----|-------|-------|-------|
|   |       | FEET  | MILES |    |       | FEET  | MILES |
| 1 | 180   | 2772  | 0.5   | 10 | 270   | 2516  | 0.5   |
| 2 | 190   | 3121  | 0.6   | 11 | 280   | 2505  | 0.5   |
| 3 | 200   | 3434  | 0.7   | 12 | 290   | 2396  | 0.5   |
| 4 | 210   | 4452  | 0.8   | 13 | 300   | 2776  | 0.5   |
| 5 | 220   | 6588  | 1.2   | 14 | 310   | 3157  | 0.6   |
| 6 | 230   | 6971  | 1.3   | 15 | 320   | 1763  | 0.3   |
| 7 | 240   | 5415  | 1.0   | 16 | 330   | 1624  | 0.3   |
| 8 | 250   | 5237  | 1.0   | 17 | 340   | 1385  | 0.3   |
| 9 | 260   | 2551  | 0.5   | 18 | 350   | 1531  | 0.3   |

TABLE 2: TIDAL AND STORM SURGE BENCHMARKS IN FEET

| BENCHMARK                                   | ELEVATION (MLLWD) |
|---------------------------------------------|-------------------|
| FEMA BASE FLOOD ELEVATION (BFE)             | +15.0             |
| FEMA 1% RECURRENCE (100YR) SWL              | +12.5             |
| FEMA 2% RECURRENCE (50YR) SWL               | +10.3             |
| FEMA 10% RECURRENCE (10YR) SWL              | +7.3              |
| HIGH TIDE LINE (HTL)                        | +5.0              |
| MEAN HIGHER HIGH WATER (MHHW)               | +3.8              |
| MEAN HIGH WATER (MHW)                       | +3.6              |
| NORTH AMERICAN VERTICAL DATUM 1988 (NAVD88) | +2.0              |
| MEAN LOW WATER (MLW)                        | +0.1              |
| MEAN LOWER LOW WATER (MLLW)                 | 0.0               |

SITE EXPOSURE REFERENCES:

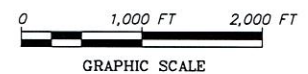
1. THE NAVIGATION CHART PRESENTED HEREIN WAS OBTAINED FROM NOAA CHART #13221 FOR THE NARRAGANSETT BAY. SOUNDINGS INCLUDED ON THE CHART REFER TO MEAN LOWER LOW WATER (MLLW) DATUM.
2. THE STORM SURGE STILLWATER LEVEL (SWL) ELEVATIONS WERE OBTAINED FROM TRANSECT #40 FROM THE FLOOD INSURANCE RATE MAP (FIRM) #44005C0177J FOR NEWPORT COUNTY, RHODE ISLAND PREPARED BY FEMA DATED 7/6/2021. SWL ELEVATIONS DO NOT INCLUDE WAVE ACTION.
3. THE BASE FLOOD ELEVATION (INCLUDING STORM SURGE AND ASSOCIATED WAVE ACTION) WAS OBTAINED FROM THE FLOOD INSURANCE RATE MAP (FIRM) #44005C0177J FOR NEWPORT COUNTY, RHODE ISLAND PREPARED BY FEMA DATED 9/4/2013. THE ELEVATION OF THE BASE FLOOD ELEVATION WAS CONVERTED FROM NAVD88 TO MLW.
4. TIDAL ELEVATIONS WERE OBTAINED FROM NOAA VDATUM ONLINE TOOL USING LAT/LONG COORDINATES IN THE VICINITY OF THE PROJECT AREA.



HARBOR ENGINEERING, LLC

26 BOSWORTH STREET  
BARRINGTON, RI 02806  
(401) 829-4870  
harboreng.com

|     |                    |           |      |
|-----|--------------------|-----------|------|
| 1   | MINOR (TEXT) EDITS | 2/19/2025 | AJK  |
| No. | Revision           | Date      | App. |



Client/Owner:

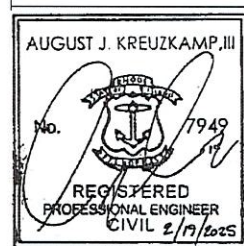
SW 46 LLC  
NEWPORT YACHTING CENTER  
20 COMMERCIAL WHARF, NEWPORT, RI 02840  
A.P. 27 LOT #046

Issued for:

REGULATORY REVIEW  
MARINA EXPANSION  
NOT FOR CONSTRUCTION

Drawing Title:

VICINITY CHART  
WITH SITE EXPOSURE SUMMARY  
(FETCHES, POTENTIAL WAVE ACTION,  
TIDES & COASTAL FLOODING)



Date: 1/9/2025  
Scale: 1"=1,000'  
Designed By: JKP  
Drawn by: JKP  
Checked by: AJK  
Project Number: 2023-17  
Sheet 1 of 7  
Drawing Number: R-1



#### GENERAL NOTES:

- DRAWINGS AND SPECIFICATIONS, AS INSTRUMENTS OF PROFESSIONAL SERVICE, SHALL REMAIN THE PROPERTY OF HARBOR ENGINEERING, LLC. DOCUMENTS ARE NOT TO BE USED, IN WHOLE OR IN PART, FOR OTHER PROJECTS OR PURPOSES OR BY ANY OTHER PARTIES THAN THOSE AUTHORIZED BY CONTRACT WITHOUT THE SPECIFIC WRITTEN AUTHORIZATION OF HARBOR ENGINEERING, LLC. THE USE OF THIS DOCUMENT IS CONTINGENT UPON PAYMENT TO HARBOR ENGINEERING, LLC. FOR SERVICES RENDERED. NON-PAYMENT SHALL GIVE HARBOR ENGINEERING, LLC, THE AUTHORITY TO BAR DOCUMENT USE BY ANY AND ALL PARTIES.
- ALL WORK SHALL CONFORM TO THE STANDARDS AND REQUIREMENTS AS SHOWN IN THESE PLANS AND SPECIFICATIONS. THE RHODE ISLAND STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (BLUE BOOK) AND THE RHODE ISLAND STANDARD DETAILS SHOULD BE CONSULTED IF ADDITIONAL AND/OR SUPPLEMENTAL INFORMATION IS REQUIRED.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR BRINGING ALL ELEMENTS OF THE PROJECT IN CONFORMANCE WITH THESE PLANS AND SPECIFICATIONS. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL VERIFY THAT THE CONDITIONS SHOWN HEREIN ARE AS THEY APPEAR ON-SITE AND NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES IN DIMENSIONS AND/OR SITE CONDITIONS. THE CONTRACTOR SHALL NOT BEGIN ORDERING MATERIALS, FABRICATION OR INSTALLATION FOR ANY SUCH AFFECTED AREA UNTIL THE DISCREPANCY HAS BEEN RESOLVED BY THE CONTRACTOR AND APPROVED BY THE ENGINEER. IF ANY MODIFICATIONS ARE REQUIRED IN ANY ELEMENT, THE CONTRACTOR SHALL SUBMIT PROPOSED CHANGES IN WRITING TO THE ENGINEER FOR REVIEW.
- ALL WORK SHALL COMPLY WITH FEDERAL, STATE, AND LOCAL LAWS AND STATUTES AND THE REQUIREMENTS AND CONDITIONS OF ALL REGULATORY PERMITS ISSUED FOR THE WORK. CONTRACTOR SHALL BE FAMILIAR WITH THE RI COASTAL RESOURCES MANAGEMENT PROGRAM (RICRMP) AND MAINTAIN COPIES OF FEDERAL, STATE AND LOCAL REGULATORY PERMITS ON SITE THROUGHOUT CONSTRUCTION.
- ALL SAFETY REGULATIONS ARE TO BE STRICTLY FOLLOWED. METHODS OF CONSTRUCTION ARE THE RESPONSIBILITY OF THE CONTRACTOR. ALL WORK SHALL CONFORM TO THE LATEST EDITION OF THE OSHA CODE, THE RHODE ISLAND STATE BUILDING CODE, AND THE REFERENCED STANDARDS INCLUDED THEREIN THAT ARE APPLICABLE TO THIS PROJECT.
- THESE DRAWINGS SHALL BE USED IN CONJUNCTION WITH THE PROJECT REGULATORY PERMITS AND ALL CONDITIONS OF THOSE PERMITS. THE CONTRACTOR IS ADVISED THAT THE REGULATORY PERMITS FOR THIS PROJECT MAY CONTAIN ADDITIONAL REQUIREMENTS THAT, AFTER ANY ADDENDUM, SUPERSEDE THE DRAWING NOTES. THE CONTRACTOR IS FURTHER ADVISED THAT IN THE CASE OF ANY DISCREPANCIES WITHIN THE CONTRACT DOCUMENTS FOUND BEFORE CONSTRUCTION, THE FINAL DECISION AS TO WHAT INFORMATION TAKES PRECEDENCE WILL BE MADE BY THE ENGINEER OF RECORD ON THE BASIS OF THAT INTENT.
- ALL COMPONENTS SHALL BE INSTALLED PER EACH MANUFACTURER'S SPECIFICATIONS AND/OR STANDARD INDUSTRY PRACTICE AS APPLICABLE.
- IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PRESERVE THE SURVEY BENCHMARKS ESTABLISHED ON SITE. ANY ADDITIONAL SURVEY WORK REQUIRED WILL BE AT THE EXPENSE OF THE CONTRACTOR.
- ALL MATERIAL STORAGE SHALL BE DONE VIA BARGE OR ON SITE WITH PRIOR WRITTEN APPROVAL.
- THE CONTRACTOR SHALL MAINTAIN AT ALL TIMES A SET OF RECORD DRAWINGS AND SPECIFICATIONS DURING THE PROGRESSION OF THE PROJECT. RECORD DRAWINGS SHALL BE UPDATED ON A DAILY BASIS AND SHALL BE SUBMITTED TO THE ENGINEER AT THE COMPLETION OF CONSTRUCTION.
- DAMAGE TO ANY PROPERTY, PRIVATE OR OF PUBLIC TRUST, OCCURRING DURING THE CONSTRUCTION BY THE CONTRACTOR, SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE REPAIRED TO THE SATISFACTION OF THE OWNER AT THE EXPENSE OF THE CONTRACTOR.

#### SITE PLAN NOTES:

- LANDSIDE SITE INFORMATION WAS OBTAINED FROM THE TOPOGRAPHIC SURVEY PERFORMED BY SOUTH COUNTY SURVEY COMPANY TITLED "EXISTING CONDITIONS SITE PLAN COMMERCIAL WHARF, AMERICA'S CUP AVE., SAYER'S WHARF & SCOTT'S WHARF" ISSUED FEBRUARY 21, 2024. LINWORK IS BASED ON THE CONDITIONS OF THE SITE AT THE TIME THE FIELDWORK WAS PERFORMED UP TO JANUARY 22, 2024.
- LINWORK ASSOCIATED WITH NEIGHBORING FACILITIES INCLUDING BANNISTER'S WHARF AND PERRY MILL WHARF WAS DIGITIZED FROM AERIAL PHOTOGRAPHY OBTAINED FROM RIGIS. THE IMAGERY WAS PART OF A STATEWIDE DIGITAL TRUE COLOR GEOREFERENCED SERIES OF AERIAL PHOTOGRAPHS OF RHODE ISLAND COLLECTED IN MARCH OF 2024 AND PUBLISHED MAY 24, 2024. IMAGERY WAS IMPORTED BASED ON NAD83 COORDINATE SYSTEM AND HAS A 3-IN PIXEL

RESOLUTION BUT WAS NOT TRADITIONALLY ORTHORECTIFIED, RESULTING LINWORK ASSOCIATED WITH NEIGHBORING FACILITIES SHOULD BE CONSIDERED APPROXIMATE.

- (APPROXIMATE) PROPERTY BOUNDARY LINES SHOWN WERE TAKEN FROM "ALTA/ACSM LAND TITLE SURVEY FOR NEWPORT REALTY, INC. PLAT 27 LOTS 268, 283, 2, 281, 46, 248, 78, 77 & 244 NEWPORT HARBOR CENTER AMERICAN'S CUP AVENUE NEWPORT R.I. 02841..." BY BARKER LAND SURVEYING, INC. NOVEMBER 4, 2014, AND ARE NOT THE PRODUCT OF A BOUNDARY SURVEY/OPINION BY SOUTH COUNTY SURVEY COMPANY, LLC, AND SHOULD BE CONSIDERED APPROXIMATE.
- MARINA PERIMETER LIMIT LINES SHOWN WERE TAKEN FROM "MARINA PLAN ASSESSOR'S PLAT 27 LOTS 2, 46, 77, 78, 244, 268, 281 AND 283 SITUATED IN NEWPORT, RHODE ISLAND PREPARED FOR NEWPORT REALTY, INC." BY JOHN P. CAITO CORPORATION ISSUED 9/19/2001.
- THE HARBOR LIMIT WAS ESTABLISHED USING COORDINATES OBTAINED FROM US ARMY CORPS OF ENGINEERS ASSOCIATED WITH THE FORMER FEDERAL ANCHORAGE. THE BOUNDARIES OF THE ABANDONED FEDERAL PROJECT WERE OBTAINED FROM THE PLAN TITLED, "NEWPORT HARBOR RHODE ISLAND CONDITION SURVEY" PRODUCED BY DEPARTMENT OF THE ARMY NEW ENGLAND DIVISION CORPS OF ENGINEERS WALTHAM, MASS. DATED SEPTEMBER 1993. COORDINATES WERE CONVERTED FROM NAD 27 TO NAD 83 USING CORPSCON SOFTWARE.
- THE BOUNDARY FOR THE CITY'S 'MAIN HARBOR' MOORING AREA WAS ESTABLISHED FROM GPS COORDINATES OBTAINED FROM THE CITY OF NEWPORT'S "COMPREHENSIVE HARBOR MANAGEMENT PLAN" UPDATED NOVEMBER 13, 2010. COORDINATES WERE CONVERTED FROM GPS TO STATE PLANE COORDINATES (NAD83) USING CORPSCON SOFTWARE.

#### HYDROGRAPHIC SURVEY NOTES:

- THE BATHYMETRY (INCLUDING HYDROGRAPHIC CONTOURS, SOUNDINGS AND/OR SURFACE IMAGERY) PRESENTED HEREIN REPRESENTS THE RESULTS OF A MULTI-BEAM HYDROGRAPHIC SURVEY PERFORMED BY STEELE ASSOCIATES MARINE CONSULTANTS, LLC. ON NOVEMBER 20, 2023 AND CAN ONLY BE CONSIDERED TO INDICATE THE GENERAL CONDITIONS EXISTING AT THAT TIME.
- HYDROGRAPHIC CONTOURS REPRESENT DEPTHS IN FEET BELOW MEAN LOWER LOW WATER DATUM (MLLWD). ALL HYDROGRAPHIC CONTOURS AND/OR SOUNDINGS ARE NEGATIVE UNLESS DENOTED WITH A PLUS (+).
- FOR ADDITIONAL INFORMATION, REFER TO ORIGINAL PLAN PREPARED BY STEEL ASSOCIATES MARINE CONSULTANTS, LLC TITLED, "EXISTING CONDITIONS MULTIBEAM BATHYMETRIC SURVEY NEWPORT YACHTING CENTER NEWPORT, RI" DATED NOVEMBER 20, 2023.

#### TIDAL DATUM TABLE (NOT TO SCALE)

|                                             | MLLW  | NAVD88 |
|---------------------------------------------|-------|--------|
| MEAN HIGHER HIGH WATER (MHHW)               | +3.8' | +1.8'  |
| MEAN HIGH WATER (MHW)                       | +3.6' | +1.6'  |
| NORTH AMERICAN VERTICAL DATUM+1988 (NAVD88) | +2.0' | 0.0'   |
| MEAN LOW WATER (MLW)                        | +0.1' | -1.9'  |
| MEAN LOWER LOW WATER (MLLW)                 | 0.0   | -2.0'  |



HARBOR ENGINEERING, LLC

26 BOSWORTH STREET  
BARRINGTON, RI 02806  
(401) 829-4870  
harboreng.com

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|-----|--------------------|-----------|------|
| 1   | MINOR (TEXT) EDITS | 2/19/2025 | AJK  |

Client/Owner:

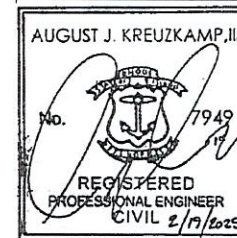
SW 46 LLC  
NEWPORT YACHTING CENTER  
20 COMMERCIAL WHARF: NEWPORT, RI 02840  
A.P. 27 LOT #046

Issued for:

REGULATORY REVIEW  
MARINA EXPANSION  
NOT FOR CONSTRUCTION

Drawing Title:

NOTES



Date: 1/9/2025  
Scale:  
Designed By: AJK  
Drawn by: AJK  
Checked by:  
Project Number:  
2023-17  
Sheet 2 of 7  
Drawing Number:  
R-2



#### DEMOLITION NOTES:

1. UNLESS STATED OTHERWISE, ALL DEMOLISHED MATERIAL SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE COMPLETELY REMOVED FROM THE JOB SITE AND DISPOSED OF IN A SAFE AND LEGAL MANNER.
2. THE CONTRACTOR SHALL MAKE AVAILABLE TO THE ENGINEER A DETAILED DISPOSAL PLAN THAT INCLUDES THE NAME, ADDRESS, AND TELEPHONE NUMBER OF THE DISPOSAL SITE; AND A SIGNED MANIFEST AND DISPOSAL TICKET(S) THAT SUBSTANTIATE APPROVED DISPOSAL OF MATERIAL REMOVED FROM SITE.

#### PILES

1. REFER TO GEOTECHNICAL BORINGS PERFORMED BY HARDIMAN COMPANY (W-1 THROUGH W-7) FOR ADDITIONAL INFORMATION REGARDING AREA SOILS.
2. THE CONTRACTOR SHALL INFORM THE ENGINEER IMMEDIATELY SHOULD FIELD CONDITIONS DIFFER FROM THE PILE AND GEOTECHNICAL PROFILE PROVIDED.
3. ALL PILING SHALL BE OF A GRADE STEEL AT OR GREATER THAN WHAT IS NOTED ON THE PILE PLAN AND PILE DETAIL. THE CONTRACTOR SHALL SUBMIT CERTIFICATES SUBSTANTIATING CONFORMANCE WITH MATERIAL & COATING SPECIFICATIONS PRIOR TO INSTALLATION.
4. IF SPLICES ARE NECESSARY, THE CONTRACTOR SHALL SUBMIT SPLICE DETAILS AND CALCULATIONS SIGNED AND SEALED BY THE CONTRACTOR'S ENGINEER FOR APPROVAL. NO SPLICES ARE PERMITTED BELOW ELEVATION -5.0 MLLWD.
5. FIELD WELDING OF SPLICES SHALL NOT BE PERMITTED.

#### STEEL COATING

1. EPOXY COATING FOR STEEL PILING AND CHANNEL SHALL BE BLACK COAL TAR EPOXY SPECIFICALLY INTENDED FOR THE PURPOSE OF MARINE APPLICATION AND SHALL BE A SELF-CURING TWO-COMPONENT EPOXY. THE STEEL SHALL BE PREPARED AND COATING APPLIED IN TWO COATS AS PER THE MANUFACTURER'S RECOMMENDATIONS. FINAL COATING THICKNESS SHALL BE 16 MILS DRY FILM THICKNESS (DFT) MINIMUM.
2. THE FINISHED COATING SHALL BE SMOOTH, GLOSSY, AND FREE OF SHARP PROTUBERANCES THAT WILL SCRAPE OFF DURING DRIVING, AND SHALL BE FREE OF PINHOLES, MINOR SAGS, DIMPLING OR CURTAINING THAT DO NOT EXCEED 2% OF THE ENTIRE SURFACE OF A PILE WILL BE ALLOWED PROVIDED THEY DO NOT PRESENT SHARP EDGES. PROTUBERANCES AND SHARP EDGES SHALL BE CUT OFF CAREFULLY WITH A SHARP WOOD CHISEL LAID FLAT AGAINST THE SURFACE. THE ZONES FROM WHICH EXCESS HAS BEEN REMOVED SHALL BE WIRE BRUSHED LIGHTLY, WIPED WITH METHYL ISOBUTYL KEROSENE (MIBK), AND RECOATED TO A SMOOTH SURFACE.
3. COATED MATERIAL SHALL BE HANDLED CAREFULLY WITH SLINGS THAT WILL NOT MAR THE COATING. ALL AREAS MARRED IN HANDLING, SHIPPING, ERECTING, WELDING, OR PILE DRIVING SHALL BE RECOATED BY THE CONTRACTOR AS SOON AS THEY ARE DISCOVERED. AREAS THAT ARE RECOATED/TOUCHED-UP, SHOULD BE DONE SO USING THE SAME PAINT WITH SURFACE PREPARATION AND REAPPLICATION PER THE PAINT MANUFACTURER'S SPECIFICATIONS.

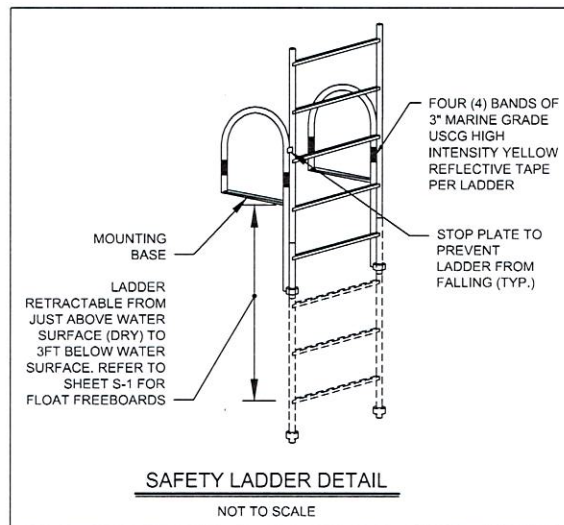
#### PILE DRIVING

1. THE CONTRACTOR SHALL USE MAINTAINED EQUIPMENT ADEQUATE IN SIZE, CAPACITY AND NUMBERS NEEDED TO ACCOMPLISH THE WORK.
2. IT WILL BE CONTRACTOR'S RESPONSIBILITY TO OBTAIN THE SURVEY SUPPORT NEEDED TO ESTABLISH HORIZONTAL CONTROL AND ELEVATION BENCHMARKS TO ENSURE FLOAT PLACEMENT AND THE ELEVATION OF PILE CUTOFFS ARE CONSISTENT WITH PROJECT PLANS, NOTES AND SPECIFICATIONS.
3. PRIOR TO ANY PILE DRIVING, A 20-MINUTE "SOFT START" IS REQUIRED TO ALLOW ANY FEDERALLY-LISTED FISHES OR SEA TURTLES THAT MAY BE PRESENT TO LEAVE THE PROJECT VICINITY BEFORE SOUND PRESSURE INCREASES.
4. THE CONTRACTOR SHALL KEEP AN ACCURATE SET OF PILE INSTALLATION/DRIVING LOGS. ALL PILES BEING INSTALLED SHALL BE CLEARLY MARKED IN 1 FOOT INCREMENTS PRIOR TO INSTALLATION TO SUPPORT MONITORING/RECORDING EFFORTS. ALL LOGS SHALL BE CERTIFIED BY THE CONTRACTOR AND SUBMITTED TO THE ENGINEER FOR REVIEW PRIOR TO PAYMENT. PILE LOGS SHALL INCLUDE:

- 4.1. **STEEL PILES:** PILE ID, LOCATION, DEPTH TO MUDLINE (INCLUDING DATE & TIME RECORDED), TOTAL EMBEDMENT AND LENGTH OF ROCK SOCKET.
5. STEEL PILES SHALL BE DRIVEN OPEN-ENDED.
6. THE CONTRACTOR SHALL ACCOMPLISH MINIMUM PILE EMBEDMENTS NOTED FOR ALL PILES AS PER PLANS, DETAILS AND SECTIONS HEREIN. WHERE ROCK IS ENCOUNTERED, PILES SHALL BE SOCKETED INTO INTO COMPETENT ROCK/MUDSTONE AS INDICATED IN SHEET 7.
7. ALL PILE SPLICE LOCATIONS SHALL BE SUBMITTED TO THE ENGINEER FOR REVIEW AND APPROVAL.
8. CRATERS DUE TO PILE DRIVING AND DRILLING SHALL BE BACKFILLED WITH STONE DUST OR OTHER APPROVED MEDIUM UNTIL FLUSH WITH THE SURROUNDING MUDLINE. PROOF OF SUCCESSFUL MATERIAL PLACEMENT SHALL BE SUBMITTED TO THE ENGINEER.

#### SAFETY LADDER NOTES:

1. SAFETY LADDERS TO BE INSTALLED ON NEW FLOATING DOCKS CONSISTENT WITH CITY OF NEWPORT ORDINANCE 12.28.090 WITH LADDERS INSTALLED EVERY ONE HUNDRED (100) FEET OF PIER, DOCK, WHARF OR FLOATING DOCK OR WITHIN EACH "U" CONFIGURATION (BETWEEN FINGER FLOATS. REFER TO SAFETY LADDER DETAIL FOR ADDITIONAL INFORMATION.
2. SAFETY LADDERS SHALL HAVE A MINIMUM CAPACITY OF 300 POUNDS. LADDERS SHALL EXTEND A MINIMUM OF THREE FEET BELOW THE WATER AND INCLUDE HANDRAILS EXTENDING THREE FEET ABOVE THE TOP OF DOCK.
3. SAFETY LADDERS SHALL BE INSTALLED PER THE INSTRUCTIONS OF THE LADDER MANUFACTURER AND DOCK MANUFACTURER. HARDWARE TO ACCOUNT FOR DISSIMILAR METALS TO AVOID CORROSION.
4. SECTIONS OF FENDER TO BE REMOVED IN THE VICINITY OF WHERE SAFETY LADDERS ARE TO BE INSTALLED. ANCHOR BOLTS FOR TIMBER FENDERING TO BE SET ON EITHER SIDE OF EACH LADDER TO ALLOW FOR SECTIONS OF FENDER TO BE REMOVED WITHOUT AFFECTING THE INTEGRITY OF THE FENDER SYSTEM.



HARBOR ENGINEERING, LLC

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| 1   | MINOR (TEXT) EDITS | 2/19/2025 | AJK  |
| No. | Revision           | Date      | App. |

Client/Owner:

SW 46 LLC  
NEWPORT YACHTING CENTER  
20 COMMERCIAL WHARF; NEWPORT, RI 02840  
A.P. 27 LOT #046

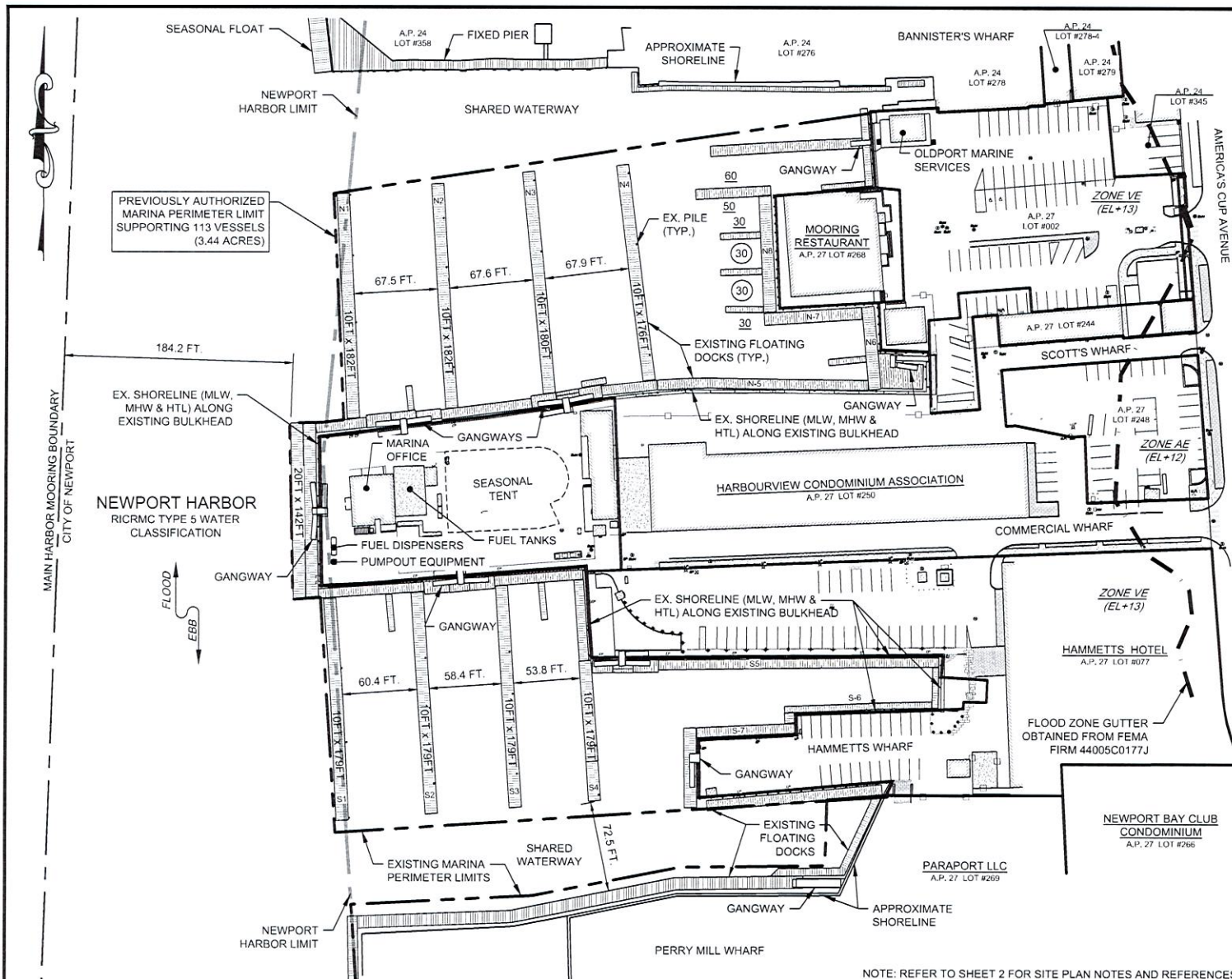
Issued for:

REGULATORY REVIEW  
MARINA EXPANSION  
NOT FOR CONSTRUCTION

Drawing Title:

NOTES

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|                 | Date:           | 1/9/2025 |
|                 | Scale:          |          |
|                 | Designed By:    | AJK      |
|                 | Drawn by:       | AJK      |
|                 | Checked by:     |          |
|                 | Project Number: | 2023-17  |
| Sheet           | 3 of 7          |          |
| Drawing Number: | R-3             |          |



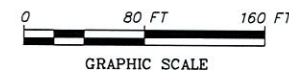
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NEWPORT YACHTING CENTER  
20 COMMERCIAL WHARF, NEWPORT, RI 02840  
A.P. 27 LOT #046

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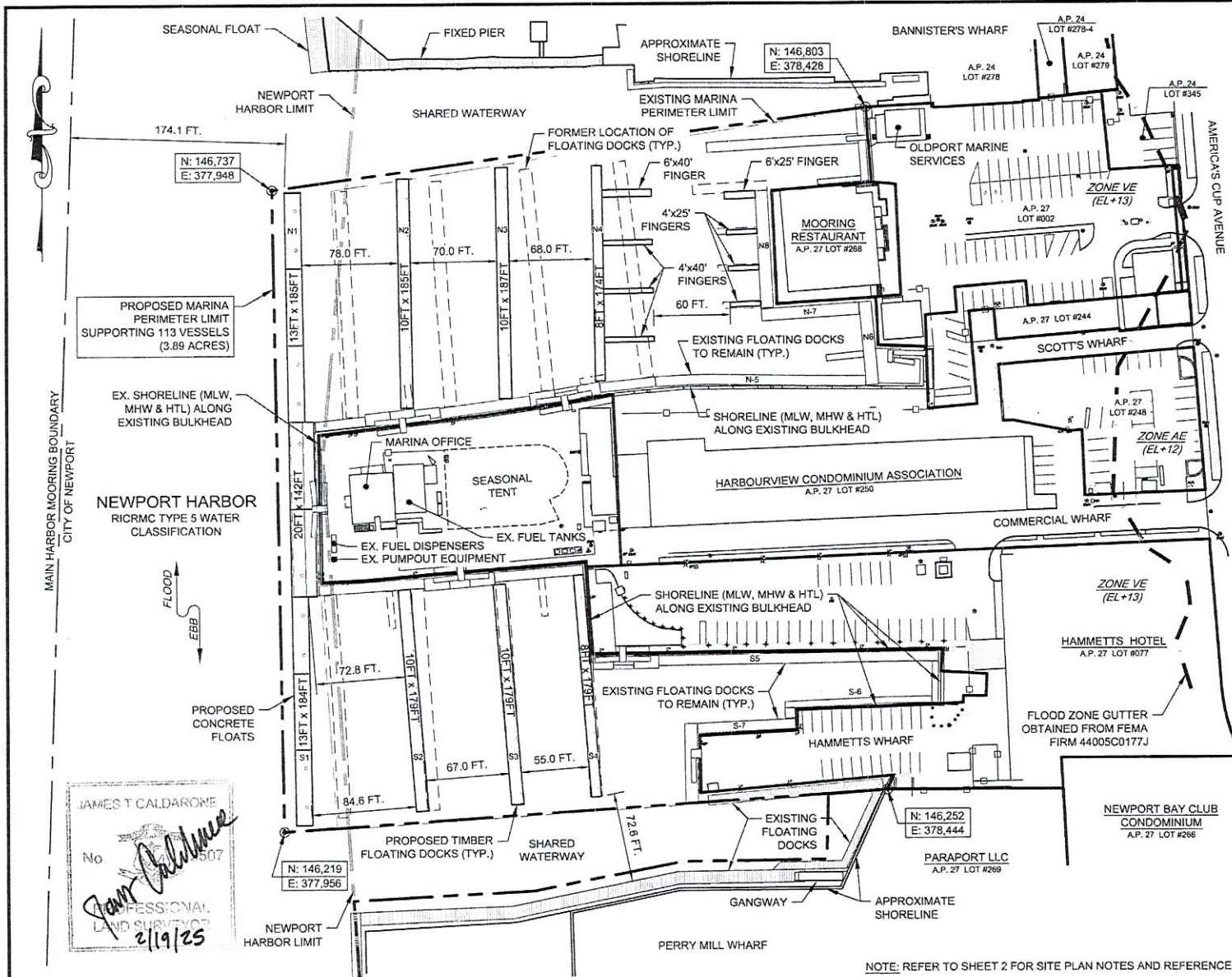
Drawing Title:

EXISTING SITE PLAN

|                 |              |          |
|-----------------|--------------|----------|
|                 | Date:        | 1/9/2025 |
|                 | Scale:       | 1"=80'   |
|                 | Designed By: | AJK      |
|                 | Drawn by:    | AJK      |
|                 | Checked by:  |          |
| Project Number: |              | 2023-17  |
| Sheet           |              | 4 of 7   |
| Drawing Number: |              | R-4      |

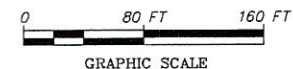
NOTE: REFER TO SHEET 2 FOR SITE PLAN NOTES AND REFERENCES.





**HE**  
**HARBOR ENGINEERING, LLC**  
 26 BOSWORTH STREET  
 BARRINGTON, RI 02806  
 (401) 829-4870  
 harboreng.com

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| No. | Revision           | Date      | App. |



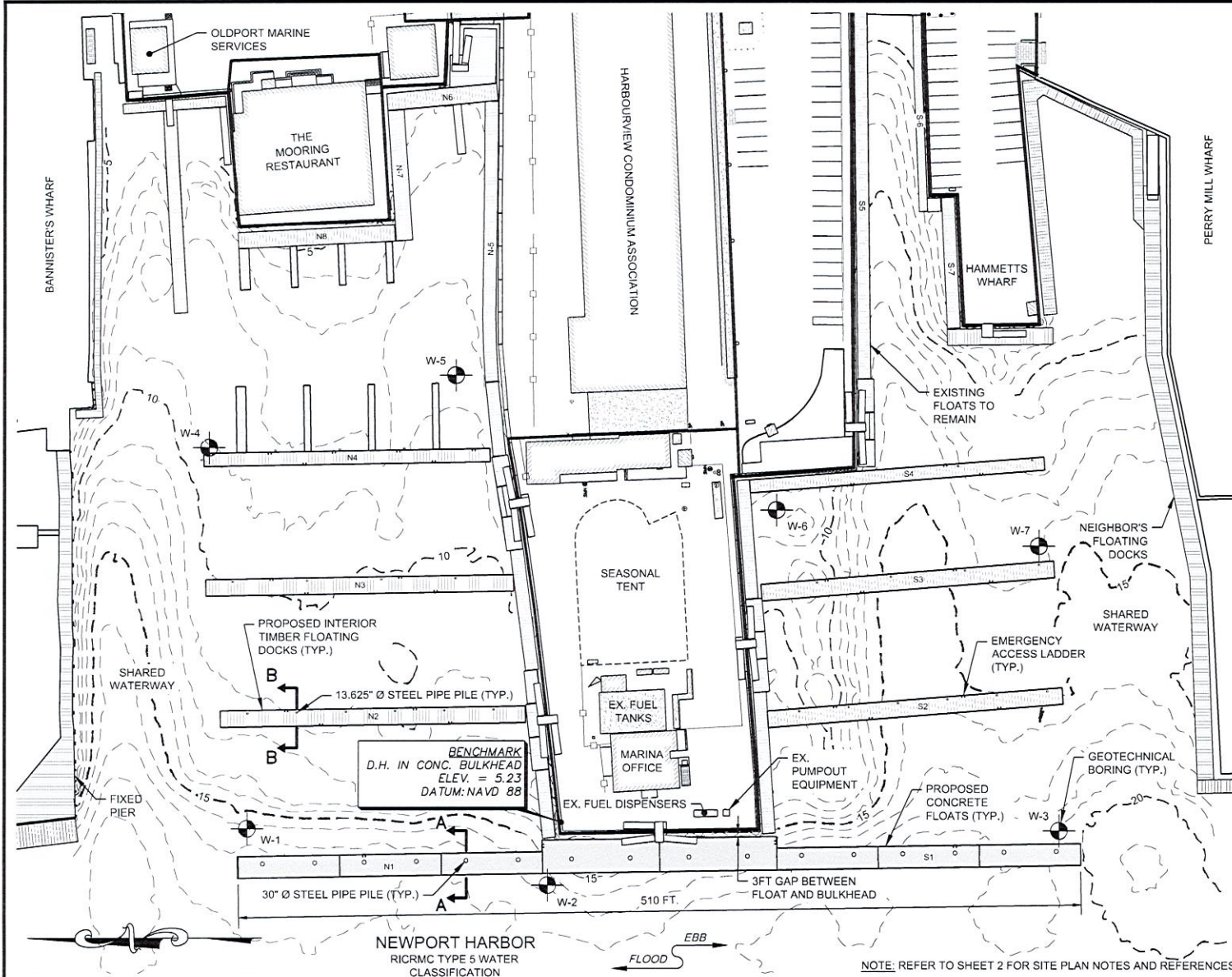
Client/Owner:  
**SW 46 LLC**  
 NEWPORT YACHTING CENTER  
 20 COMMERCIAL WHARF, NEWPORT, RI 02840  
 A.P. 27 LOT #046

Issued for:  
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Drawing Title:  
**PROPOSED SITE PLAN**

|  |                 |          |
|--|-----------------|----------|
|  | Date:           | 1/9/2025 |
|  | Scale:          | 1"=80'   |
|  | Designed By:    | AJK      |
|  | Drawn by:       | AJK      |
|  | Checked by:     |          |
|  | Project Number: | 2023-17  |
|  | Sheet           | 5 of 7   |
|  | Drawing Number: | R-5      |

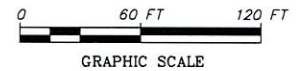
NOTE: REFER TO SHEET 2 FOR SITE PLAN NOTES AND REFERENCES.



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Client/Owner:

SW 46 LLC

NEWPORT YACHTING CENTER  
20 COMMERCIAL WHARF, NEWPORT, RI 02840  
A.P. 27 LOT #046

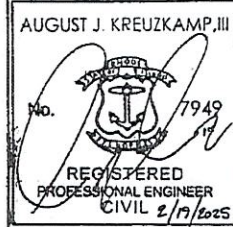
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Drawing Title:

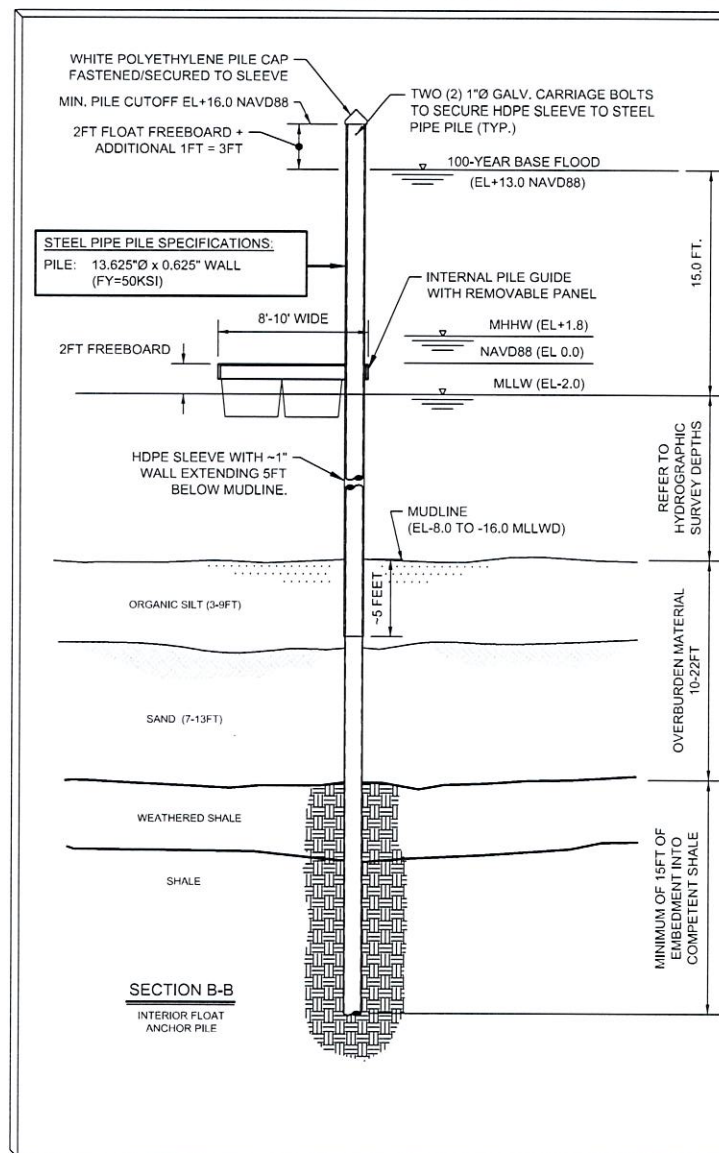
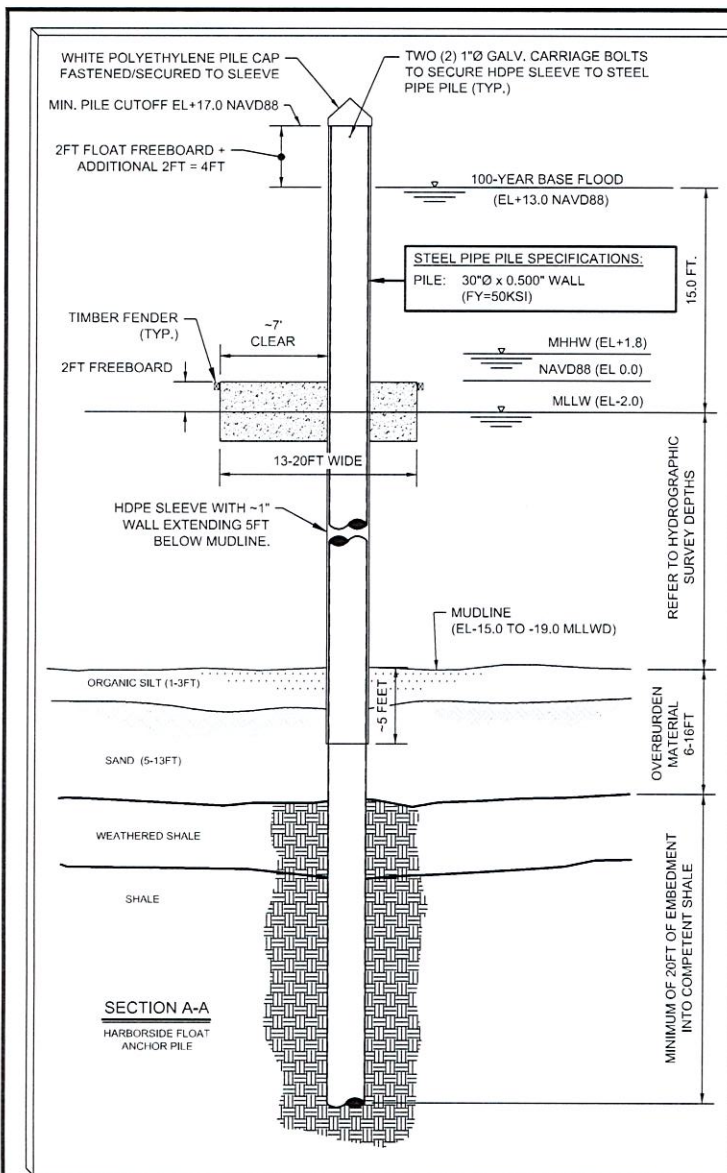
**PROPOSED SITE PLAN**  
FLOAT CONFIGURATION & PILE DESIGN  
INCLUDING  
LOCAL BATHYMETRY (MLLW)

|                         |  |
|-------------------------|--|
| Date: 1/9/2025          |  |
| Scale: 1"=60'           |  |
| Designed By: AJK        |  |
| Drawn by: AJK           |  |
| Checked by:             |  |
| Project Number: 2023-17 |  |
| Sheet 6 of 7            |  |
| Drawing Number: R-6     |  |



NOTE: REFER TO SHEET 2 FOR SITE PLAN NOTES AND REFERENCES.





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Client/Owner:

SW 46 LLC  
NEWPORT YACHTING CENTER  
20 COMMERCIAL WHARF, NEWPORT, RI 02840  
A.P. 27 LOT #046

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MARINA EXPANSION  
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Drawing Title:

SECTIONS A-A & B-B  
FLOAT ANCHOR PILE DETAILS

|                 |              |              |
|-----------------|--------------|--------------|
|                 | Date:        | 1/9/2025     |
|                 | Scale:       | NOT TO SCALE |
|                 | Designed By: | AJK          |
|                 | Drawn by:    | AJK          |
|                 | Checked by:  |              |
| Project Number: |              | 2023-17      |
| Sheet           |              | 7 of 7       |
| Drawing Number: |              | R-7          |





City of Newport  
**REQUEST FOR CITY COUNCIL ACTION**

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To: Council Chair Charles Holder & Members of the City Council  
From: Colin K. Kennedy, MPA, City Manager *CK Kennedy*  
Date: August 16, 2024  
Subject: CRMC File No. 2024-12-052 - Application of Harbor Realty, LLC, c/o Thomas Abruzese - Waite's Wharf: Construct/Reconfigure Existing Pier Configuration, Installation of New Floating Docks, Establish a New Marine Perimeter Limit

**RECOMMENDATION:**

It is recommended that the Council direct the Administration to inform CRMC that the City has no objection to the project provided that the below terms and conditions are made a part of the approval

**BACKGROUND AND FINDINGS:**

Attached is a notice from the Coastal Resources Management Council regarding the application of Harbor Realty, LLC, c/o Thomas Abruzese, Waite's Wharf to Construct/Reconfigure the Existing Pier Configuration, Install New Floating Docks and Establish a New Marine Perimeter Limit.

This application was referred to the Waterfront Commission for their comments, copy attached. An extension of the deadline for comment from March 16, 2025 to March 31, 2025 was requested and granted by CRMC. At their Thursday, March 13, 2025 meeting, the Newport Waterfront Commission reviewed the above application with Harbormaster Stephen Land. The applicant was present with a representative to describe the project and field any questions. The Waterfront Commission voted unanimously to approve the application contingent upon the applicant meeting the following conditions:

1. The marina will include an intermodal/public transit landing for ferries and shuttles;
2. The path to the shuttle landing will be sheltered, accessible, safe, and amenable to the people using it;
3. A 40-boat kayak rack at the West Extension Street landing to be maintained by the applicant and managed by the City;
4. The applicant will provide repairs to the drainage ditch and outfall at West Extension Street.

**PREVIOUS LEGISLATIVE ACTION**

**FISCAL IMPACT**

☐ Currently Budgeted (Account \_\_\_\_\_) ☐ Requires additional appropriation ☒ No Fiscal Impact

**SUPPORTING DOCUMENTS**

CRMC Application No. 2024-12-052

Letter to CRMC requesting an extension of the Public Notice Period to March 31, 2025

Letter from CRMC advising of approval of the extension request

Letter to Applicant advising of application review by Waterfront Commission & City Council

Recommendation of the Waterfront Commission dated March 17, 2025

---

Finance Dept. Review: 3/19/25 Date By: RJN (if applicable)

cc: Chair, Waterfront Commission  
Harbormaster  
Harbor Realty, LLC, c/o Thomas Abruzese, 39 Agar Street, Yonkers, NY 10701, Applicant  
Turner Scott, Esq., Miller, Scott, Holbrook & Jackson, 122 Touro Street, Newport, RI 02840, Attorney for Applicant



State of Rhode Island  
Coastal Resources Management Council  
Oliver H. Stedman Government Center  
4808 Tower Hill Road, Suite 3  
Wakefield, RI 02879-1900

(401) 783-3370  
Fax (401) 783-2069

## PUBLIC NOTICE

File Number: 2024-12-052 Date: February 14, 2025

This office has under consideration the application of:

**Harbour Realty, LLC  
c/o Thomas Abruzese  
39 Agar Street  
Yonkers, NY 10701**

for a State of Rhode Island Assent to construct/reconfigure: The existing fixed pier configuration, installation of new floating docks, and establish a new Marina Perimeter Limit (MPL). See attached plan drawings for existing and proposed configurations. Previous CRMC Assent for a New Marina was 1987-11-039.

|                   |                        |
|-------------------|------------------------|
| Project Location: | Waites Wharf           |
| City/Town:        | Newport                |
| Plat/Lot:         | Plat 32, lots 155, 268 |
| Waterway:         | Newport Harbor         |

Plans of the proposed work can be requested at [Cstaffl@crmc.ri.gov](mailto:Cstaffl@crmc.ri.gov).

In accordance with the Administrative Procedures Act (Chapter 42-35 of the Rhode Island General Laws) you may request a hearing on this matter.

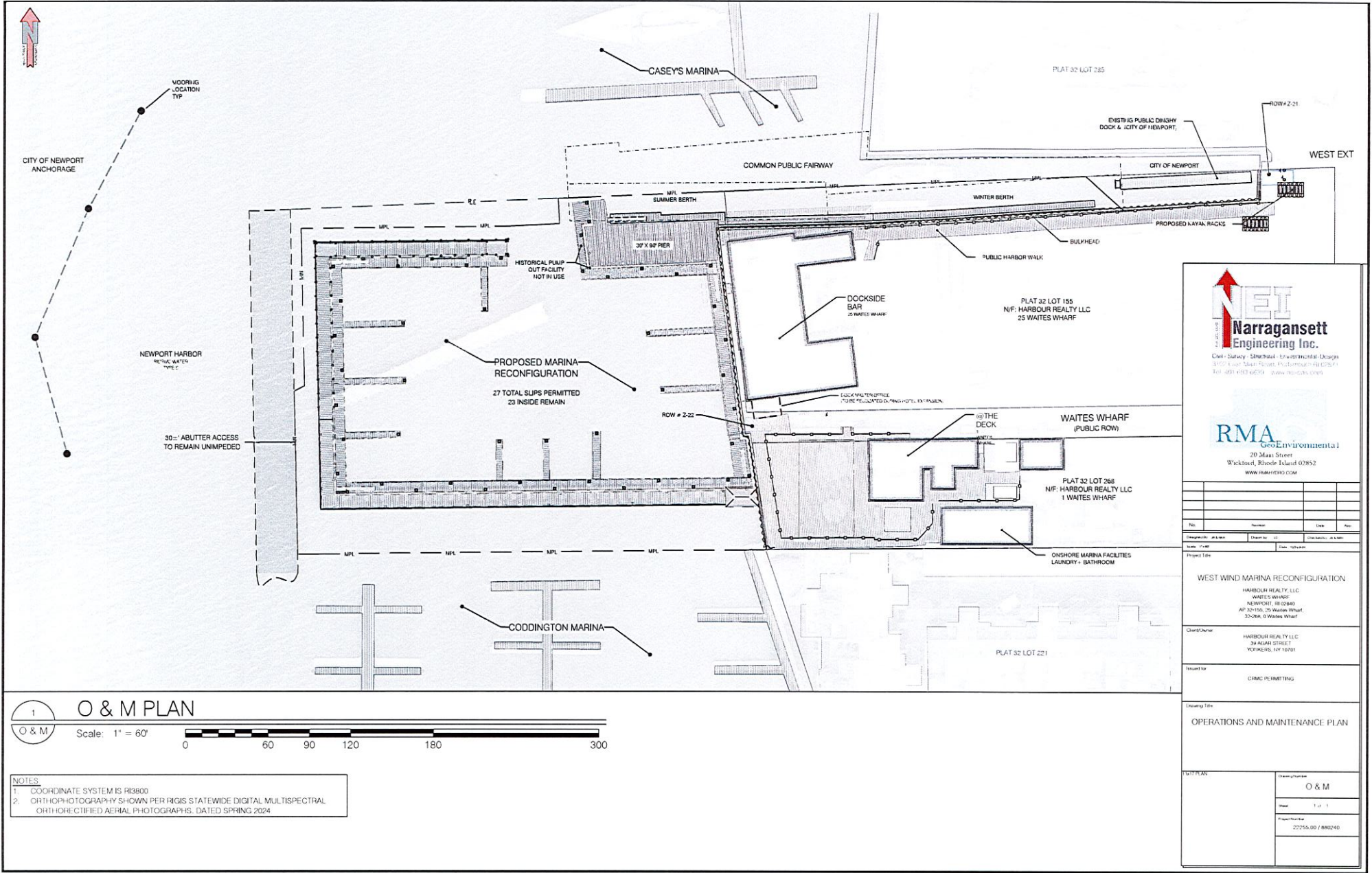
You are advised that if you have good reason to enter protests against the proposed work it is your privilege to do so. It is expected that objectors will review the application and plans thoroughly, visit site of proposed work if necessary, to familiarize themselves with the conditions and cite what law or laws, if any, would in their opinion be violated by the work proposed.

If you desire to protest, you must attend the scheduled hearing and give sworn testimony. A notice of the time and place of such hearing will be furnished you as soon as possible after receipt of your request for hearing. If you desire to request a hearing, to receive consideration, it should be in writing (**with your correct mailing address, e-mail address and valid contact number**) and be received at this office on or before **March 16, 2025**.

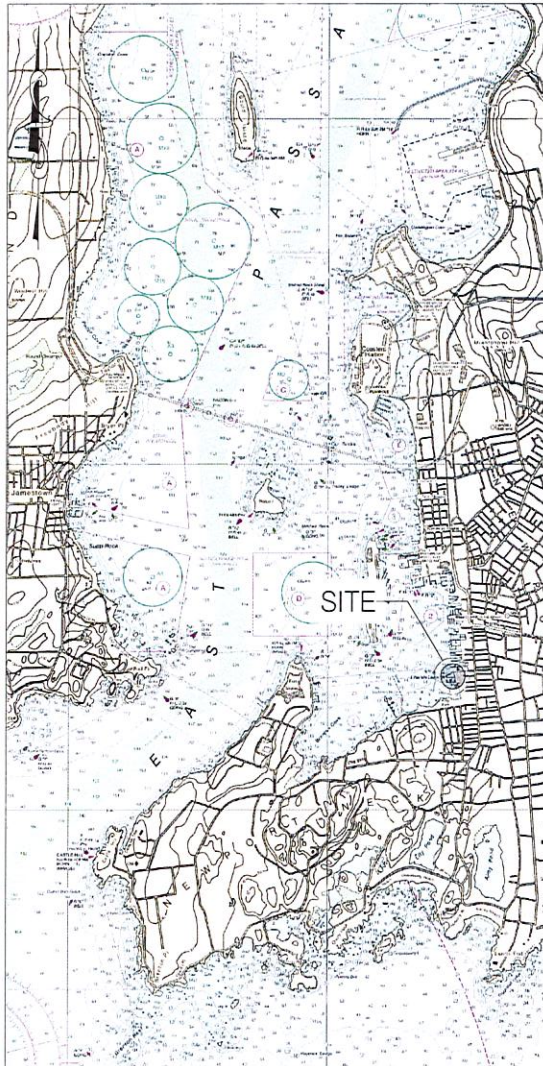
Please email your comments/hearing requests to: [cstaffl@crmc.ri.gov](mailto:cstaffl@crmc.ri.gov); or mail via USPS to: Coastal Resources Management Council; O. S. Government Center, 4808 Tower Hill Road, Rm 116; Wakefield, RI 02879.

/lat









NOAA CHART  
NOT TO SCALE

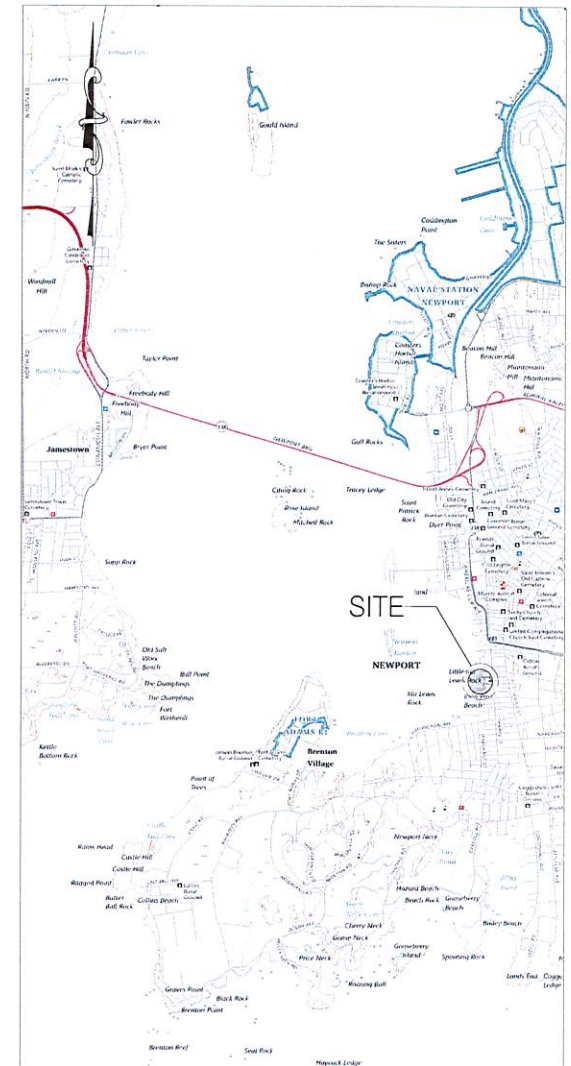
Prepared for:  
HARBOUR REALTY LLC

## WEST WIND MARINA MARINA RECONFIGURATION PROJECT

WAITES WHARF NEWPORT, RHODE ISLAND 02840

### DRAWING INDEX

|                                     |    |
|-------------------------------------|----|
| VICINITY MAPS & GENERAL NOTES ..... | 01 |
| EXISTING CONDITIONS .....           | 02 |
| PROPOSED CONDITIONS .....           | 04 |
| NOTES & DETAILS .....               | 07 |
| REGULATORY PERMIT REFERENCES .....  | 11 |



USGS LOCUS MAP  
NOT TO SCALE

Prepared by:

**RMA**  
GeoEnvironmental

RMA ENVIRONMENTAL LLC

**NEI**  
**Narragansett**  
Engineering Inc.  
Civil - Survey - Structural - Environmental - Design  
1079 and Main Road, Portsmouth, Rhode Island  
Tel: 401-683-1616 - www.nei-engineering.com

NARRAGANSETT ENGINEERING INC.





# WEST WIND MARINA- PROJECT SPECIFICS

Project Location: 25 Waites Wharf  
 City | Town: Newport  
 Plat | Lot: Plat 32 | Lots 155, 268  
 Waterway: Newport Harbor  
 Water Use Category: Type 5; Recreational and Commercial Harbors  
 Shoreline Feature: Manmade developed shoreline  
 Facility Type: Recreational (Destination Harbor)  
 Permitted Slips: 27 total (23 inside)  
 Alteration or Activity: Marina Reconfiguration  
 Proposed Slips: 27 total (23 inside)  
 Parking Criteria: Met- under existing and future landside improvements  
 Sanitation Criteria: Met- under existing and future landside improvements  
 Fairway Criteria: Met-for proposed condition = 1.5 times boat length

TABLE 1: TIDAL AND STORM SURGE BENCHMARKS

| BENCHMARK                                   | ELEVATION (MLW) |
|---------------------------------------------|-----------------|
| 100 YEAR BASE FLOOD ELEVATION*              | 14.90           |
| 100 YEAR STILLWATER ELEVATION & WAVE SETUP  | 12.70           |
| 100 YEAR STILLWATER ELEVATION               | 12.40           |
| 50 YEAR STILLWATER ELEVATION                | 10.20           |
| 10 YEAR STILLWATER ELEVATION                | 7.20            |
| MEAN HIGHER HIGH WATER (MHHW)               | 3.71            |
| MEAN HIGH WATER (MHW)                       | 3.47            |
| NORTH AMERICAN VERTICAL DATUM 1988 (NAVD88) | 1.00            |
| MEAN LOW WATER (MLW)                        | 0.00            |
| MEAN LOWER LOW WATER (MLLW)                 | -0.14           |

REFERENCES  
 1. FEMA BENCHMARKS BASE FLOOD ELEVATION AND STILLWATER ELEVATIONS WERE OBTAINED FROM TRAJECT 40 (WTH)  
 2. FEMA FLOOD INSURANCE FLOOD INSURANCE #102 STUDY FOR NEWPORT COUNTY GATED 2013 AND 2021  
 3. ELEVATIONS ABOVE DATUM WITH A - INCLUDE WAVE ACTION - ALL OTHER ELEVATIONS DO NOT  
 4. NOAA TIDAL BENCHMARKS OBTAINED FROM LOCAL TIDE GAUGE STATION #820860 LOCATED IN NEWPORT HARBOR  
 5. ALL ELEVATIONS ARE REPORTED IN FEET  
 6. NAVIGATION CHART PRESENTED HEREIN WAS OBTAINED FROM NOAA CHART #13223 FOR NARRAGANSETT HARBOR INCLUDING NEWPORT HARBOR

## GENERAL CONSTRUCTION NOTES

- ALL WORK SHALL CONFORM TO THE STANDARDS AND REQUIREMENTS AS SHOWN IN THESE PLANS AND SPECIFICATIONS.
- PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL VERIFY THE CONDITIONS SHOWN HEREIN AND NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES IN DIMENSIONS AND/OR SITE CONDITIONS PRIOR TO THE FABRICATION AND/OR ORDERING OF ANY CONSTRUCTION MATERIALS. THE CONTRACTOR SHALL NOT BEGIN CONSTRUCTION IN ANY SUCH AFFECTED AREA UNTIL THE DISCREPANCY HAS BEEN RESOLVED BY THE CONTRACTOR AND APPROVED BY THE ENGINEER.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR BRINGING ALL ELEMENTS OF THE PROJECT IN CONFORMANCE WITH THESE PLANS AND SPECIFICATIONS. IF ANY MODIFICATIONS ARE REQUIRED IN ANY ELEMENT, THE CONTRACTOR SHALL SUBMIT PROPOSED CHANGES IN WRITING TO THE ENGINEER FOR REVIEW.
- ALL SAFETY REGULATIONS ARE TO BE STRICTLY FOLLOWED. METHODS OF CONSTRUCTION AND ERECTION OF STRUCTURAL MATERIAL ARE THE RESPONSIBILITY OF THE CONTRACTOR.
- ALL WORK SHALL COMPLY WITH FEDERAL LAWS, STATE REGULATIONS, AND LOCAL LAWS AND STATUTES AND THE REQUIREMENTS AND CONDITIONS OF ALL REGULATORY PERMITS ISSUED FOR THE WORK.
- ALL WORK SHALL CONFORM TO THE LATEST EDITION OF THE OSHA CODE, THE RHODE ISLAND STATE BUILDING CODE, AND THE REFERENCED STANDARDS INCLUDED HEREIN THAT ARE APPLICABLE TO THIS PROJECT.
- IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN THE SURVEY SUPPORT NEEDED TO COMPLETE THE WORK, INCLUDING STAKEOUT, TO ENSURE THE WORK IS COMPLETED CONSISTENT WITH PROJECT PLANS AND ASSOCIATED REGULATORY APPROVALS. CONTRACTOR TO PREPARE SURVEY BENCHMARKS.
- ALL MATERIAL STORAGE SHALL BE DONE VIA BARGE IF NECESSARY. THE CONTRACTOR SHALL PROTECT ALL WETLANDS AND ASSOCIATED COASTAL RESOURCES FROM INTRUSION BY TURBID WATERS, CONSTRUCTION DEBRIS, CONSTRUCTION EQUIPMENT, OR PERSONNEL DURING ALL WORK ACTIVITIES.
- DAMAGE TO ANY PROPERTY, PRIVATE OR OF PUBLIC TRUST, OCCURRING DURING THE CONSTRUCTION BY THE CONTRACTOR, SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE REPAIRED TO THE SATISFACTION OF THE OWNER AT THE EXPENSE OF THE CONTRACTOR.
- ALL COMPONENTS SHALL BE INSTALLED PER EACH MANUFACTURER'S SPECIFICATIONS AND/OR STANDARD INDUSTRY PRACTICE AS APPLICABLE.
- THE CONTRACTOR SHALL OBTAIN AND PAY FOR ALL NECESSARY PERMITS, LICENSES, CERTIFICATES OF INSPECTION, AND PAY ALL LEGAL FEES IN CONNECTION WITH THE WORK OF THIS CONTRACT. THE OWNER HAS OBTAINED NECESSARY REGULATORY PERMITS REQUIRED FOR THE WORK IN REGULATED AREAS. THE CONTRACTOR SHALL REQUEST COPIES OF THOSE REGULATORY PERMITS AND MAKE PROVISION IN THIS WORK AND AT THE COST OF THE WORK FOR ALL APPLICABLE CONDITIONS OF THOSE PERMITS. FAILURE TO CONSIDER ANY CONDITION OF THE REGULATORY PERMITS AS A PART OF THE BID SHALL NOT RELIEVE THE CONTRACTOR FROM HIS RESPONSIBILITY TO APPLY THOSE CONDITIONS TO THE WORK AT NO ADDITIONAL COST TO THE OWNER.

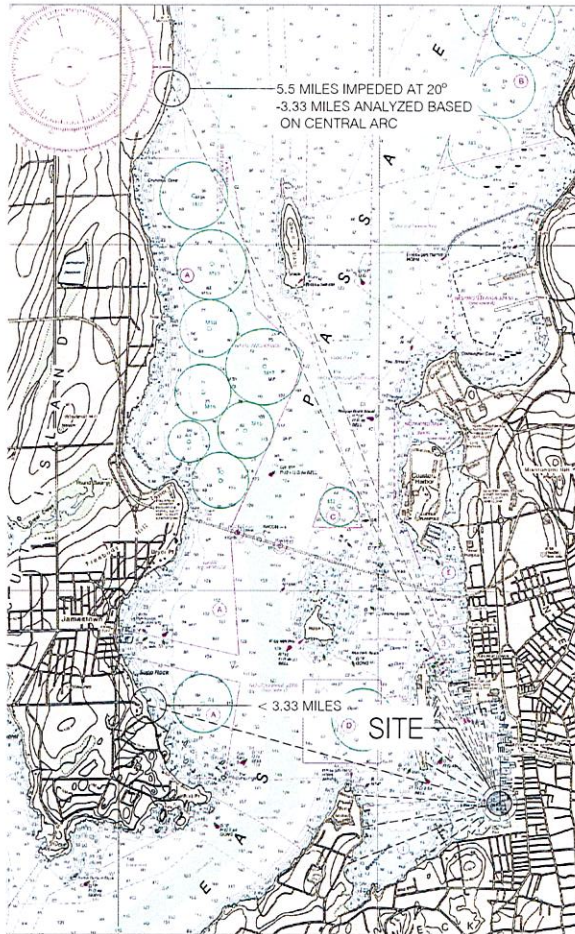
## GENERAL NOTES

- DRAWINGS AND SPECIFICATIONS, AS INSTRUMENTS OF PROFESSIONAL SERVICE, ARE AND SHALL REMAIN THE PROPERTY OF RMA ENVIRONMENTAL, LLC & NARRAGANSETT ENGINEERING INC. DOCUMENTS ARE NOT TO BE USED, IN WHOLE OR IN PART, FOR OTHER PROJECTS OR PURPOSES OR BY ANY OTHER PARTIES THAN THOSE AUTHORIZED BY CONTRACT. USE OF THIS PLAN FOR ANY OTHER WORK IS AT THE SOLE RISK OF THE END USER.
- SEE SHEET EX-11 FOR SURVEY AND PLAN NOTES
- SEE SHEET PM-1 FOR MARINA DESIGN CRITERIA

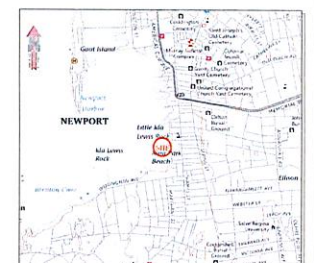
| LEGEND                               |                                  |
|--------------------------------------|----------------------------------|
| PARCEL BOUNDARY LINE                 | COASTAL FEATURE                  |
| PROPERTY LINE - EXTENSION            | UTILITY - WATERLINE              |
| ABUTTER PARCEL BOUNDARY LINE         | UTILITY - UNDERDOCK              |
| TURBOGRAPHIC CONTOUR - EXISTING (50) | UTILITY - SANITATION / SEWER     |
| TURBOGRAPHIC CONTOUR - EX Map        | FORMER SPANWAY LINE              |
| 100.00                               | MEAN FLOOD ZONE BOUNDARY         |
| MEAN FLOOD ZONE BOUNDARY             | MEAN LOW WATER / MEAN HIGH WATER |
| SITE FEATURE - EXISTING              |                                  |
| STRUCTURE - EXISTING                 |                                  |



FEMA FLOOD INSURANCE RATE MAP  
 NOT TO SCALE



NOAA CHART AND FETCH MAP  
 1" = 2000'



LOCUS MAP  
 NOT TO SCALE

**NEI**  
**Narragansett**  
**Engineering Inc.**  
 Civil - Survey - Structural - Environmental Design  
 11277 East Main Street, Portsmouth, RI 02871  
 Tel: 401-863-6387 www.nei-engineering.com

**RMA**  
 GeoEnvironmental  
 20 Main Street  
 Wickford, Rhode Island 02882  
 WWW.RMAENVIRONMENTAL.COM

| Tab        | Revision | Date     | By   |
|------------|----------|----------|------|
| Design/Rev | 1/1/2021 | 1/1/2021 | J.P. |

Project Title: WEST WIND MARINA RECONFIGURATION

Client/Owner: HARBOR REALTY LLC  
 25 WAITES WHARF  
 NEWPORT, RI 02840  
 AP 32-155, 268 Waites Wharf  
 32-268, 0 Waites Wharf

Prepared for: CHMFC PERMITTING

Drawing Title: VICINITY MAPS & GENERAL NOTES

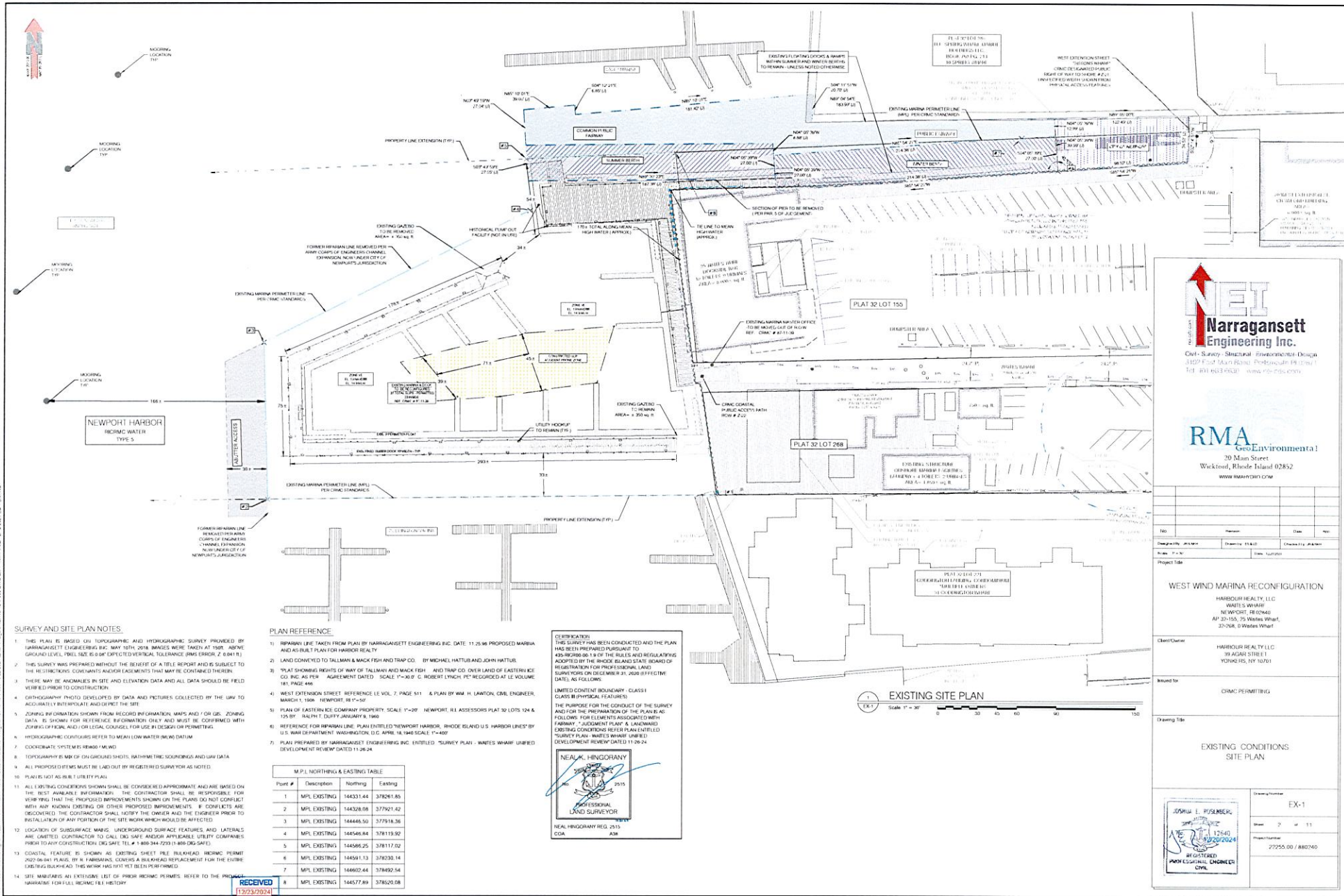
Drawing Number: V-1

Sheet 1 of 11

Project Number: 22555.00 / R00740







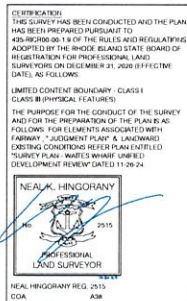
# **SURVEY AND SITE PLAN NOTES**

- THIS PLAN IS BASED ON TOPOGRAPHIC AND HYDROGRAPHIC SURVEY PROVIDED BY NARRAGANSETT ENGINEERING INC. MAY 10TH, 2016. IMAGES WERE TAKEN AT 1500' ABOVE GRADE LEVEL. PRED. SIZE IS 0.8' EXPECTED VERTICAL TOLERANCE (RMS ERROR, Z 0.841').
- THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND IS SUBJECT TO THE RECORDING RIGHTS OF THE RECORDING OFFICE. THE RECORDING OFFICE IS NOT RESPONSIBLE FOR THE RECORDING OF THIS SURVEY.
- THERE MAY BE ANOMALIES IN SITE AND ELEVATION DATA AND ALL DATA SHOULD BE FIELD VERIFIED PRIOR TO CONSTRUCTION.
- ORTHOGONAL PHOTO DEVELOPED BY DATA AND PICTURES COLLECTED BY THE SURVEY TO ACCURATELY INTERPOLATE AND CORRECT THE SITE.
- ZONING INFORMATION SHOWN FROM RECORD INFORMATION MAPS AND / OR GIS. ZONING DATA IS SHOWN FOR REFERENCE INFORMATION ONLY AND MUST BE CONFIRMED WITH ZONING OFFICIALS AND / OR LEGAL COUNSEL FOR USE IN DESIGN OR PERMITTING.
- HYDROGRAPHIC CONTOURS REFER TO MEAN LOW WATER (MLW) DATUM.
- COORDINATE SYSTEM IS NAD83 (1983).
- TOPOGRAPHY IS BASED ON GROUND SHEETS, WITH THE SOURCE(S) AND DATE(S).
- ALL PROPOSED ITEMS MUST BE LAD OUT BY REGISTERED SURVEYOR AS NOTED.
- PLACES NOT AS NOTED BY UTILITY.
- ALL EXISTING CONDITIONS SHOWN SHALL BE CONSIDERED APPROXIMATE AND ARE BASED ON THE BEST AVAILABLE INFORMATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THAT THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS DO NOT CONFLICT WITH ANY KNOWN EXISTING OR OTHER PROPOSED IMPROVEMENTS. IF CONFLICTS ARE DISCOVERED, THE CONTRACTOR SHALL NOTIFY THE OWNER AND THE ENGINEER PRIOR TO INSTALLATION OF ANY PORTION OF THE SITE WORK WHICH WOULD BE AFFECTED.
- LOCATION OF SUBSURFACE WARE, UNDERGROUND SURFACE FEATURES, AND UTILITIES ARE LIMITED. CONTRACTOR TO CALL DIG SAFE AND/OR APPLICABLE UTILITY COMPANIES PRIOR TO ANY CONSTRUCTION. DIG SAFE TEL: 1-800-344-7273 (1-800-DIGSAFE).
- COASTAL FEATURE IS SHOWN AS EXISTING SHEET PILE BULKHEAD. MARINE PERMIT 2022-06-01 PLATE 10. IF BULKHEADS, CONSIDER A BULKHEAD REPLACEMENT FOR THE EXISTING EXISTING BULKHEAD. THIS WORK HAS NOT YET BEEN PERFORMED.
- SITE MAINTAINS AN EXTENSIVE LIST OF PRIOR MARINE PERMITS. REFER TO THE PROJECT WEBSITE FOR FULL RECORDING HISTORY.

## **PLAN REFERENCE**

- RIPARIAN LINE TAKEN FROM PLAN BY NARRAGANSETT ENGINEERING INC. DATE: 11-25-06 PROPOSED MARINA AND ADJUTANT PLAN FOR HARBOR REALTY BY MICHAEL HATTUS AND JOHN HATTUS.
- LAND CONVEYED TO TALLMAN & MACK FISH AND TRAP CO. BY MICHAEL HATTUS AND JOHN HATTUS.
- PLAT SHOWING RIGHTS OF WAY OF TALLMAN & MACK FISH AND TRAP CO. OVER LAND OF EASTERN ICE CO. INC. AS PER AGREEMENT DATED SCALE 1"=30' G. ROBERT LYNCH PE REGISTERED AT LE VOLUME 181 PAGE 496.
- WEST EXTENSION STREET REFERENCE LE VOL. 7, PAGE 511 & PLAN BY WM. H. LAWTON, CIVIL ENGINEER, MARCH 1, 1908, NEWPORT, RI 1-50.
- PLAN OF EASTERN ICE COMPANY PROPERTY, SCALE 1"=20' NEWPORT, RI ASSESSORS PLAT 32 LOTS 124 & 125 BY: HATTUS & HATTUS, JANUARY 1, 1905.
- REFERENCE FOR RIPARIAN LINE, PLAN ENTITLED "WESTPORT HARBOR, RHODE ISLAND U.S. HARBOR LINES" BY U.S. WAR DEPARTMENT, WASHINGTON, D.C. APRIL 18, 1940 SCALE 1"=400'.
- PLAN PREPARED BY NARRAGANSETT ENGINEERING INC. ENTITLED "SURVEY PLAN - WATER'S AVENUE UNIFIED DEVELOPMENT REVIEW DATED 11-26-24."

| M.P.L. NORTHING & EASTING TABLE |                 |           |           |
|---------------------------------|-----------------|-----------|-----------|
| Point #                         | Description     | Northing  | Easting   |
| 1                               | M.P.L. EXISTING | 144321.44 | 379261.85 |
| 2                               | M.P.L. EXISTING | 144328.08 | 377921.42 |
| 3                               | M.P.L. EXISTING | 144448.50 | 377918.38 |
| 4                               | M.P.L. EXISTING | 144546.84 | 378119.92 |
| 5                               | M.P.L. EXISTING | 144586.25 | 378117.02 |
| 6                               | M.P.L. EXISTING | 144591.13 | 378230.14 |
| 7                               | M.P.L. EXISTING | 144602.44 | 378492.54 |
| 8                               | M.P.L. EXISTING | 144577.89 | 378520.08 |





# UTILITY NOTES

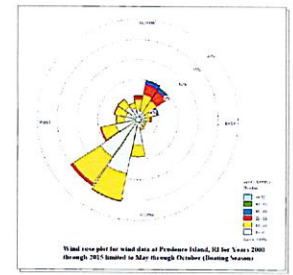
- DOCK UTILITIES ARE APPROPRIATE AND ASSUMED FOR CONFORMANCE. BEFORE COMMENCING WORK IN ANY AREA, ACCURATELY LOCATE DOCK UTILITIES.
- ALL NOTED UTILITIES TO BE REMOVED AND DISPOSED OF RELIGATED OR CAPPED REPRESENT ALL KNOWN SITE CONDITIONS TO BE DEMOLISHED.
- CONTRACTOR TO COORDINATE ALL UNFORESEEN CONDITIONS WITH THE PROJECT ENGINEER, OWNER AND/OR RESPECTIVE UTILITY COMPANIES PRIOR TO PROCEEDING WITH WORK.
- THERE SHALL BE NO INTERRUPTION OF UTILITY SERVICE DURING THE CONSTRUCTION OPERATION WITHOUT APPROVAL OF THE OWNER.
- ALL DOCK UTILITIES NEED FIELD VERIFICATION PRIOR TO CONSTRUCTION.

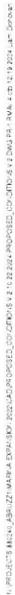
# DEMOLITION NOTES

- ALL DEMOLITION SHALL BE COORDINATED WITH THE OWNER PRIOR TO START OF WORK.
- PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL VERIFY THE CONDITIONS SHOWN HEREIN AND NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES IN DIMENSIONS AND/OR SITE CONDITIONS PRIOR TO THE FABRICATION AND/OR ORDERING OF ANY CONSTRUCTION MATERIALS. THE CONTRACTOR SHALL NOT BEGIN CONSTRUCTION IN ANY SUCH AFFECTED AREA UNTIL THE DISCREPANCY HAS BEEN RESOLVED BY THE CONTRACTOR AND APPROVED BY THE ENGINEER.
- ALL PILES TO BE FULLY EXTRACTED OR CUT/REMOVED AT THE MOULNE.
- ALL NOTED UTILITIES TO BE REMOVED AND DISPOSED OF RELIGATED OR CAPPED REPRESENT ALL KNOWN SITE CONDITIONS TO BE DEMOLISHED. CONTRACTOR TO COORDINATE ALL UNFORESEEN CONDITIONS WITH THE PROJECT ENGINEER, OWNER AND/OR RESPECTIVE UTILITY COMPANIES PRIOR TO PROCEEDING WITH WORK.
- THERE SHALL BE NO INTERRUPTION OF UTILITY SERVICE DURING THE CONSTRUCTION OPERATION WITHOUT APPROVAL OF THE OWNER.

# SURVEY AND SITE PLAN NOTES

- FOR SITE PLAN INFORMATION, SEE SHEET 001.











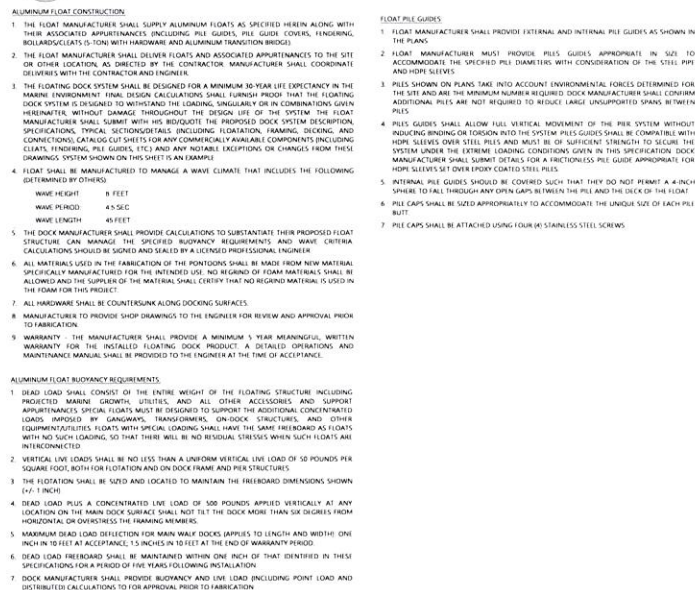








5 SAFETY LADDER DETAIL  
N-1 SCALE: AS NOTED



2 MANUFACTURED FINGER FLOAT DETAILS



|                      |          |                   |                     |
|----------------------|----------|-------------------|---------------------|
|                      |          |                   |                     |
|                      |          |                   |                     |
|                      |          |                   |                     |
|                      |          |                   |                     |
| No                   | Revision | Date              |                     |
| Designed By: JH & JH |          | Drawn by: CS & JS | Checked by: JH & JH |
| Scale: 1:10          |          | Date: 10/1/04     |                     |
| Project Title        |          |                   |                     |

## WEST WIND MARINA RECONFIGURATION

HARBOUR REALTY, LLC  
WAITES WHARF  
NEWPORT, RI 02840  
AP 32-155, 25 Waite's Wharf,  
32-26B, 0 Waite's Wharf

Client/Owner: HARBOUR REALTY LLC  
39 ACAR STREET  
YONKERS, NY 10701

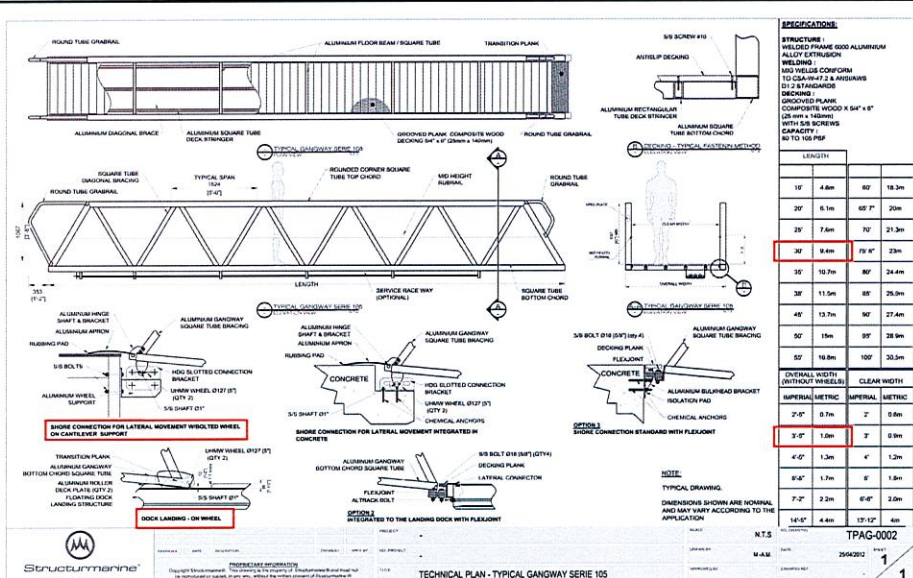
CRMC PERMITTING

|               |
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| Drawing Title |
|---------------|

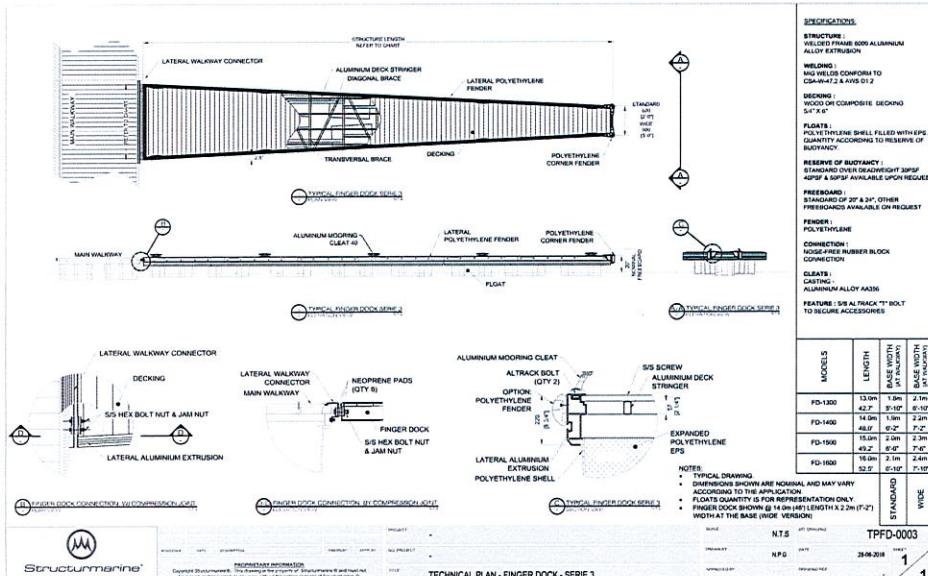
## NOTES &amp; DETAILS



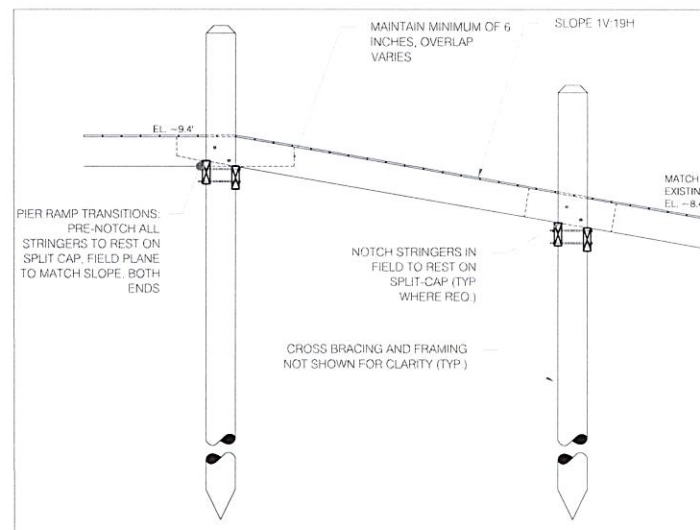




1 MANUFACTURED ALUMINUM GANGWAY DETAIL  
 N-2 SCALE: AS NOTED



2 ALTERNATIVE MANUFACTURED FINGER FLOAT DETAILS  
 N-2 SCALE: AS NOTED



3 TRANSITION RAMP DETAIL  
 N-2 SCALE: 1" = 2'

**NEI**  
 Narragansett  
 Engineering Inc.

20 Main Street  
 Wickford, Rhode Island 02852  
 Tel: 401-463-6630 www.nei-inc.com

**RMA**  
 GroEnvironmental

20 Main Street  
 Wickford, Rhode Island 02852  
 www.rma-ny.com

**WEST WIND MARINA RECONFIGURATION**

HAIRBOUR REALTY, LLC  
 WALES WARE  
 NEWPORT, RI 02840  
 AP 32-155, 25 Waters Wharf,  
 32-269, 8 Waters Wharf

Client/Owner: HAIRBOUR REALTY, LLC  
 39 AGAR STREET  
 YONKERS, NY 10701

Issued for: CRMC PERMITTING

Drawing Title: NOTES & DETAILS

Drawing Number: N-2

Sheet: 9 of 11

Project Number: 22255.00 / BR0240

DATE: 12-20-2024

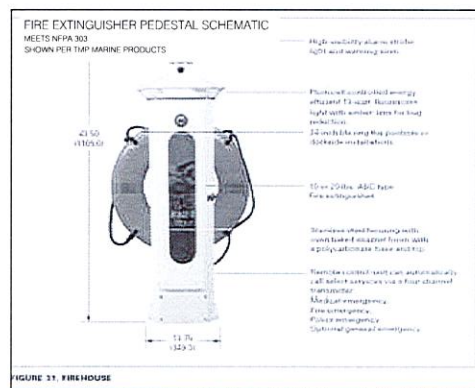
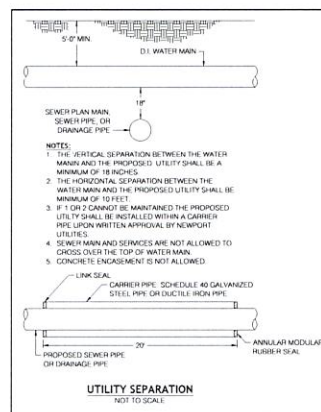
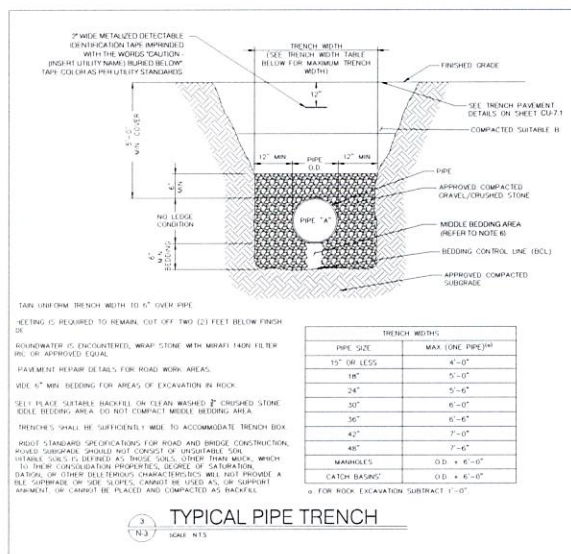
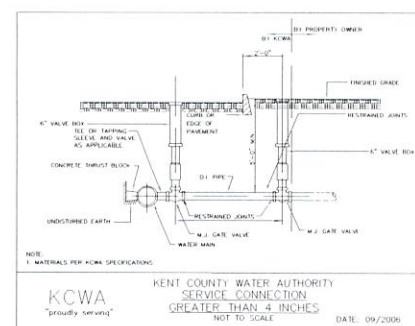
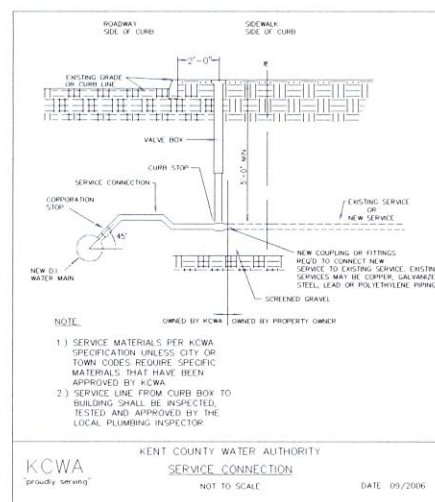
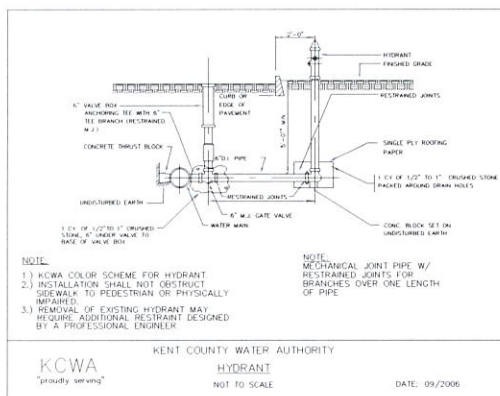
BY: J. ROSEBERG

PROJECT: WEST WIND MARINA RECONFIGURATION

SCALE: 1" = 2'

NOTE: KENT COUNTY WATER AUTHORITY (KCWA) DETAILS HAVE BEEN SUPPLIED WHERE CITY OF NEWPORT DETAILS ARE NOT AVAILABLE. KCWA DETAILS ARE ROBUST AND FREQUENTLY USED FOR ALIHS WITHOUT A STANDARD DETAIL SET.

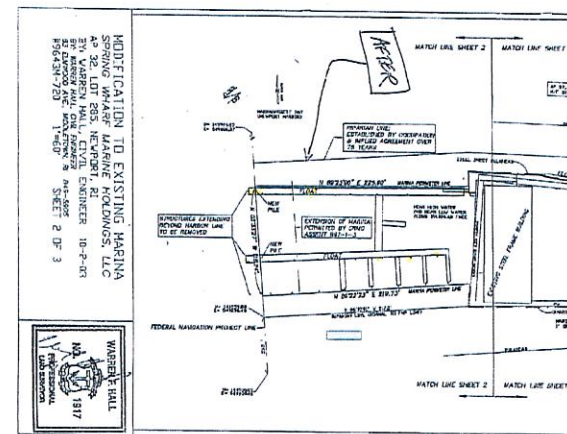
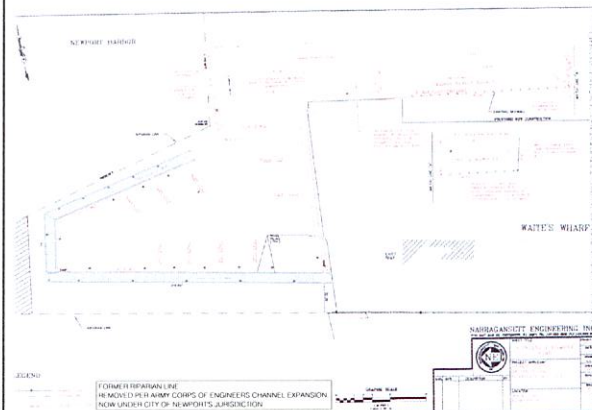
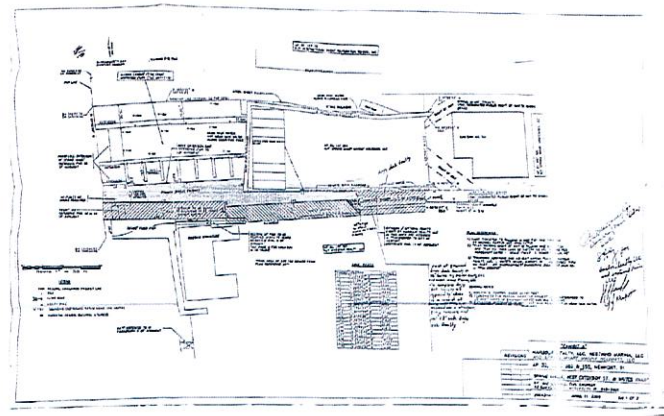
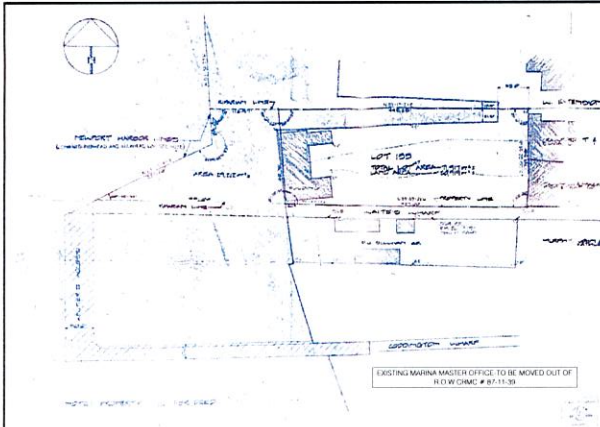
CITY OF NEWPORT UTILITIES DEPARTMENT IS THE A/E/F FOR THIS PROJECT, AND IN THE CASE OF ANY CONFLICTS CITY OF NEWPORT UTILITIES DEPARTMENT REQUIREMENTS SUPERSEDE ANY OTHER INFORMATION.



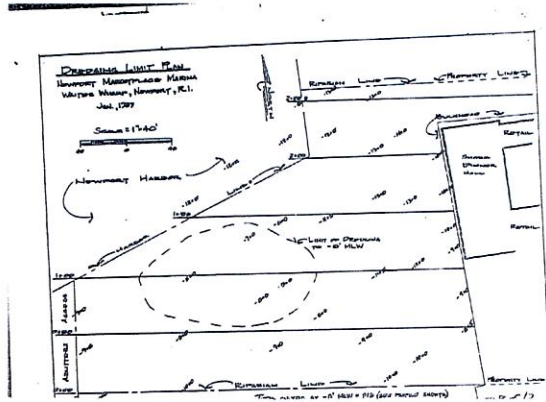
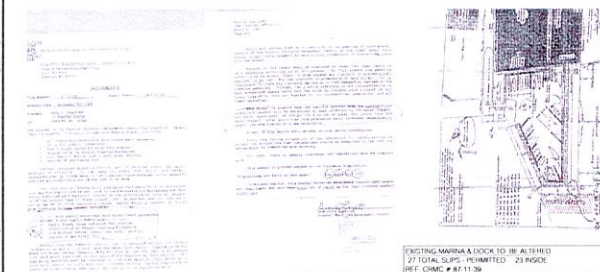
| <p><b>NEI</b></p> <p>REG-000-0001</p> <h1>Narragansett Engineering Inc.</h1> <p>Civil - Survey - Structural - Environmental Design<br/>         3150 East Main Road, Portsmouth RI 02871<br/>         Tel: 401-863-6634    www.nei-engineering.com</p>                                                                                                                                                                                             |             |                                                                                                   |            |                     |     |             |      |      |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|---------------------------------------------------------------------------------------------------|------------|---------------------|-----|-------------|------|------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| <p><b>RMA</b><br/>GeoEnvironmental</p> <p>20 Main Street<br/>         Wickford, Rhode Island 02852</p> <p>WWW.RMA-PORO.COM</p>                                                                                                                                                                                                                                                                                                                     |             |                                                                                                   |            |                     |     |             |      |      |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| <table border="1"> <thead> <tr> <th>TID</th> <th>Description</th> <th>Date</th> <th>Note</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table> |             |                                                                                                   |            |                     | TID | Description | Date | Note |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| TID                                                                                                                                                                                                                                                                                                                                                                                                                                                | Description | Date                                                                                              | Note       |                     |     |             |      |      |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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| Designed By: JH & WH                                                                                                                                                                                                                                                                                                                                                                                                                               |             | Checked by: CH & D                                                                                |            | Checked by: JH & WH |     |             |      |      |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Scale:                                                                                                                                                                                                                                                                                                                                                                                                                                             | 1"=1'       | Date:                                                                                             | 10/10/2004 |                     |     |             |      |      |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Project Title:                                                                                                                                                                                                                                                                                                                                                                                                                                     |             |                                                                                                   |            |                     |     |             |      |      |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| <p align="center"><b>WEST WIND MARINA RECONFIGURATION</b></p> <p align="center">HARBOUR REALTY LLC<br/>             WAITES WHARF<br/>             NEWPORT, RHODE ISLAND<br/>             AP-3D-155, 25 Waite's Wharf,<br/>             32-268, Old Waite's Wharf</p>                                                                                                                                                                               |             |                                                                                                   |            |                     |     |             |      |      |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Client/Owner:                                                                                                                                                                                                                                                                                                                                                                                                                                      |             |                                                                                                   |            |                     |     |             |      |      |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| <p align="center">HARBOUR REALTY LLC<br/>             30 ACORN STREET<br/>             YORKTOWN, NY 10701</p>                                                                                                                                                                                                                                                                                                                                      |             |                                                                                                   |            |                     |     |             |      |      |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Issued for:                                                                                                                                                                                                                                                                                                                                                                                                                                        |             |                                                                                                   |            |                     |     |             |      |      |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| CRMC PERMITTING                                                                                                                                                                                                                                                                                                                                                                                                                                    |             |                                                                                                   |            |                     |     |             |      |      |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Drawing Title:                                                                                                                                                                                                                                                                                                                                                                                                                                     |             |                                                                                                   |            |                     |     |             |      |      |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| NOTES & DETAILS                                                                                                                                                                                                                                                                                                                                                                                                                                    |             |                                                                                                   |            |                     |     |             |      |      |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                    |             | Drawing Number:<br><br>N-3<br><br>Sheet: 10 of 11<br><br>Project Number:<br><br>22555.00 / BB0240 |            |                     |     |             |      |      |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |







CRMS Assent 9/13/1988  
 "approx. 27 slips plus transient dock space"  
 "this asset is granted with the specific provision that the construction authorized therein will be maintained in good condition by the owner thereof, his heirs, successors, or assigns for a period of fifty (50) years from the date thereof. After which time this permission shall terminate necessitating either complete removal or new application"



PAST PERMITTING NOTES  
 PLEASE SEE ASSENT APPLICATION AND PROVIDED  
 ATTACHMENTS FOR FULL SUMMARY OF CHMC PERMIT  
 HISTORY AT THE PROJECT SITE.

**NEI**  
 Narragansett  
 Engineering Inc.  
 Civil - Survey - Structural - Environmental - Design  
 2100 East Main Road, Portsmouth, RI 02871  
 Tel: 401-443-6634 www.nei-engineers.com

**RMA**  
 GeoEnvironmental  
 20 Main Street  
 Wickford, Rhode Island 02852  
 www.rma-rhody.com

| File                          | Revision            | Date                  | By |
|-------------------------------|---------------------|-----------------------|----|
| Designated By: J.E. & M. & L. | Drawn By: J.E. & L. | Checked By: J.E. & M. |    |
| Scale: 1"=100'                | Drawn: 10/1/2024    | Checked: 10/1/2024    |    |
| Project Title:                |                     |                       |    |

WEST WIND MARINA RECONFIGURATION

HARBOR REALTY LLC  
 WAILES WHARF  
 NEWPORT, RI 02840  
 AP 30-155, 75 Waters Wharf  
 30-268, 0 Waters Wharf

Client/Owner: HARBOR REALTY LLC  
 39 AGAR STREET  
 YONKERS, NY 10701

Issued for: CHMC PERMITTING

Drawing Title: REGULATORY PERMIT REFERENCES

Drawing Number: R-1  
 Sheet: 11 of 11  
 Project Number: 22256.00 / BR0240  
 Date: 10/20/2024  
 Registered Professional Engineer  
 CIVIL

RECEIVED  
 10/22/2024  
 CIVIL ENGINEERING  
 PERMITTING DIVISION





CITY OF NEWPORT  
CITY MANAGER  
Colin K. Kennedy, MPA

February 19, 2025

Jeffrey Willis, Executive Director  
Coastal Resources Management Council  
Oliver H. Stedman Government Center  
4808 Tower Hill Road  
Wakefield, RI 02879

Re: CRMC File No. 2024-12-052  
Application of Harbor Realty, LLC, c/o Thomas Abruzese  
Location: Waites Wharf, Newport

Dear Mr. Willis:

The City of Newport respectfully requests that the deadline for comments on the above-referenced CRMC application be extended **from March 16, 2025 to March 31, 2025.**

The City's Waterfront Commission will review the application at their meeting of March 13, 2025. The first available docket for a meeting of the City Council following those dates is March 26, 2025 at which time the Council will receive and consider the comments of the Waterfront Commission. The City Council's comments will then be forwarded to the Coastal Resources Management Council.

Thank you for your consideration of this request. If there is a problem with granting the extension, please advise my office as soon as possible.

Sincerely,

Colin K. Kennedy, MPA  
City Manager

/paf

By Email: CRMC-Jeffrey Willis [jwillis@crmc.ri.gov](mailto:jwillis@crmc.ri.gov), Lisa Turner [ltturner@crmc.ri.gov](mailto:ltturner@crmc.ri.gov)

cc: Director of Planning & Economic Development  
Harbormaster  
Chair, Waterfront Commission  
Harbor Realty, LLC, c/o Thomas Abruzese, 39 Agar Street, Yonkers, NY 10701,  
Applicant  
Turner Scott, Esq., Miller, Scott, Holbrook & Jackson, 122 Touro Street,  
Newport, RI 02840, Attorney for Applicant



State of Rhode Island and Providence Plantations  
**Coastal Resources Management Council**  
Oliver H. Stedman Government Center  
4808 Tower Hill Road, Suite 3  
Wakefield, RI 02879-1900

(401) 783-3370  
Fax (401) 783-3767

March 4, 2025

Colin K. Kennedy, MPA  
Newport City Manager  
City Hall- 43 Broadway  
Newport, RI 02840

Re: CRMC File No. 2024-12-052 -- Request for Public Notice Extension end date.

Dear Mr. Kennedy:

CRMC is in receipt of the City of Newport's of February 19, 2025 requesting an Extension to the Public Notice period for CRMC File 2024-12-052 – Harbour Realty, LLC.

The request to extend the Public Notice Period end date from March 16, 2025 to March 31, 2025 has been granted.

If you require additional information, please do not hesitate to contact me. Thank you.

Sincerely,

Lisa A. Turner, Office Manager  
Coastal Resources Management Council

/lat



CITY OF NEWPORT  
CITY MANAGER  
Colin K. Kennedy, MPA

February 19, 2025

Harbor Realty, LLC  
c/o Thomas Abruzese  
39 Agar Street  
Yonkers, NY 10701

RE: Review of your CRMC Application

Dear Applicant:

The City of Newport has received notice for comment from the Coastal Resources Management Council (CRMC) relative to your pending application. The City will be requesting an extension of the comment period **from March 16, 2025 to March 31, 2025.**

Please be advised that this matter has been referred to the Waterfront Commission for their consideration and recommendations to the Newport City Council.

**The City's Waterfront Commission will be meeting on Thursday, March 13, 2025 at the City's Maritime Center, 365 Thames Street, in connection with your application.** It is recommended that you or your representative be available at this meeting to explain the application and address any questions or concerns. Pending receipt of the recommendations from the Waterfront Commission, the City Council will consider this application at their regularly scheduled meeting on **Wednesday, March 26, 2025 at 6:30 p.m. in the Council Chamber at City Hall, 43 Broadway.** You may wish to attend, or have your representative attend, the Council meeting as well. Thank you for your cooperation in attending the above referenced meetings.

Sincerely,

Colin K. Kennedy, MPA  
City Manager

/paf

cc: Director of Planning & Economic Development  
Harbormaster  
Chair, Waterfront Commission  
Turner Scott, Esq., Miller, Scott, Holbrook & Jackson, 122 Touro Street,  
Newport, RI 02840, Attorney for Applicant



March 17, 2025

Mayor Charlie Holder  
City Council Members  
Newport City Hall  
43Broadway  
Newport, RI 02840

Dear Mr. Mayor and Honorable Members of the City Council,

On Thursday, 13 March 2025 the Newport Waterfront Commission considered and voted on CRMC application 2024-012-52 for Harbour Realty LLC. The application was to expand the footprint of the Waites Wharf Marina. The proposed expansion will not increase the number of slips but will greatly improve the safety of the approach to the marina. The Commission voted unanimously to allow the expansion contingent upon the applicant meeting the following conditions:

1. The marina will include an intermodal/public transit landing for ferries and shuttles.
2. The path to the shuttle landing will be sheltered, accessible, safe, and amenable to the people using it.
3. A 40-boat kayak rack at the West Extension Street landing to be maintained by the applicant, and managed by the city
4. The applicant will provide repairs to the drainage ditch and outfall at West Extension Street.

Sincerely,

David J. Kane  
Chairman, Newport Waterfront Commission

CC: Harbormaster



City of Newport  
**REQUEST FOR CITY COUNCIL ACTION**

---

To: Council Chair Charles Holder & Members of the City Council  
From: Colin K. Kennedy, MPA, City Manager *CK Kennedy*  
Date: March 18, 2025  
Subject: Memorandum of Agreement – City of Newport, Rhode Island Public Transit Authority and Discover Newport – Gateway Center Restroom Access and Cleaning Services - Period of November 1, 2025 Through December 31, 2025

Staff Presentation:

**RECOMMENDATION:**

It is recommended that the Memorandum of Agreement with the Rhode Island Public Transit Authority (RIPTA) and Discover Newport for restroom access and cleaning services at the Gateway Center for the period of November 1, 2025 through December 31, 2025 be approved.

**BACKGROUND AND FINDINGS:**

The City, Discover Newport and RIPTA have come to an agreement for the provision of off-season restroom access and cleaning services at the Gateway Center for the period of November 1, 2025 through December 31, 2025. This arrangement was put in place during the same period last year (November 1, 2024 through December 31, 2024), and the parties desire to enter in an agreement for same again this year.

**PREVIOUS LEGISLATIVE ACTION**

Resolution 2024-117

**FISCAL IMPACT**

☐ Currently Budgeted (Account \_\_\_\_\_) ☐ Requires additional appropriation ☒ No Fiscal Impact

**SUPPORTING DOCUMENTS**

Resolution  
Memorandum of Agreement

---

Finance Dept. Review: *3/19/25* Date By: *RJN* (if applicable)

THE CITY OF NEWPORT

---

**RESOLUTION  
OF THE  
COUNCIL**

No. ....

RESOLVED: that the Memorandum of agreement between the City of Newport, the Rhode Island Public Transit Authority (RIPTA) and Discover Newport for restroom access and cleaning services at the Gateway Center from November 1, 2025 through December 31, 2025 is hereby approved and the Council Chair is authorized to sign the agreement on behalf of the City, upon review of the City Solicitor's office.

IN COUNCIL  
READ AND PASSED

---

Laura C. Swistak  
City Clerk



**MEMORANDUM OF AGREEMENT REGARDING THE  
NEWPORT GATEWAY TRANSPORTATION AND VISITORS CENTER  
OFF SEASON ACCESS**

This Memorandum of Agreement ("Agreement") is entered into by and between the Rhode Island Public Transit Authority ("RIPTA"), the City of Newport ("City") and Discover Newport ("Discover Newport"). RIPTA, the City, and Discover Newport may be referred to collectively as the "Parties."

**RECITALS**

WHEREAS, the City of Newport is the owner of the Newport Gateway Transportation and Visitors Center, located at 23 America's Cup Avenue, Newport, RI (the "Premises");

WHEREAS, Discover Newport is an agency enacted by the General Assembly to promote and encourage tourism;

WHEREAS, RIPTA is a quasi-state agency created by Rhode Island General Law §39-8-2 and the designated mobility manager for the State of Rhode Island ("State"). RIPTA is the primary operator of public transit services throughout the State and occupies space in the Premises;

WHEREAS, the Premises serves as a restroom facility for visitors for the City of Newport with finite hours;

WHEREAS, there is a need to have restrooms at the Premises available for an extended time after RIPTA business hours, for use by the public.

NOW, THEREFORE, in consideration of the promises in this Agreement, and for other good and valuable consideration the receipt of which is hereby acknowledged, the Parties agree as follows:

**SECTION ONE –PROVISIONS**

1.1 Recitals. The Recitals above are true and correct and made part of this AGREEMENT for all purposes.

1.2 Term. The term of this Agreement shall be from November 1, 2025, through December 31, 2025.

1.3 Entire Agreement. This Agreement represents the entire agreement between the Parties with respect to its subject matter.

1.4 Modification. This Agreement may only be modified in writing signed by both parties.

1.5 Waiver of Breach. The failure of either Party to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach under this Agreement shall not be deemed a waiver of any subsequent breach.

1.6 Governing Law. This Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the State of Rhode Island.

1.7 Joint Preparation. This Agreement has been jointly prepared by the Parties and shall not be construed more strictly against either party.

1.8 Severability. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

## **SECTION TWO – OFF SEASON ACCESS**

2.1 Off Season Access. The Premises, including restrooms and restroom area shall be accessible from 8:00am to 4:00pm daily, except for Thanksgiving Day and Christmas Day, during the term of this Agreement.

2.2 Staffing. RIPTA will provide an employee to staff the Premises during the Off-Season Access. Discover Newport will pay RIPTA the equivalent of the hourly wage paid to the employee providing coverage. Coverage and availability of RIPTA staff members during After Hour Access is not guaranteed. RIPTA will make a best effort to inform Discover Newport, in advance, when coverage is not available.

2.3 Staffing Billing and Payment. RIPTA will invoice Discover Newport monthly for each day (8:00am to 4:00pm) at the rate of \$297.70 per day. Discover Newport will provide payment for such invoice to RIPTA within thirty (30) days.

2.4 Cleaning & supplies. The City shall provide cleaning services & supplies for the Premises, including the restroom and restroom area at the rate of two times daily.

2.5 Cleaning Billing and Payment. The City will invoice Discover Newport monthly for cleaning services & supplies used. Discover Newport will provide payment for such invoice to the City within thirty (30) days.

2.6 Premises Access. RIPTA staff shall unlock and open the Premises each day and shall close and secure the Premises each night.

**RHODE ISLAND PUBLIC TRANSIT AUTHORITY**

By: \_\_\_\_\_  
Christopher Durand, Chief Executive Officer

Date: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
Steven A. Colantuono, Chief Legal Counsel

Date: \_\_\_\_\_

**DISCOVER NEWPORT**

By:   
Pamela Baldwin, Interim President & CEO

Date: 3/7/2025

**CITY OF NEWPORT**

By: \_\_\_\_\_  
Charles Holder, Mayor

Date: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
Christopher Behan, City Solicitor

Date: \_\_\_\_\_



THE CITY OF NEWPORT

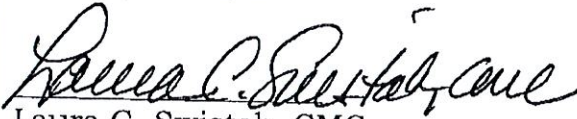
**RESOLUTION**

**OF THE  
COUNCIL**

**No.2024-117**

RESOLVED: That the agreement with R.I.P.T.A. and Discover Newport for cleaning services at the Gateway Center from November 1, 2024 through December 31, 2024 is hereby approved and the Mayor is authorized to sign the agreement on behalf of the City.

IN COUNCIL  
READ AND PASSED  
**OCTOBER 23, 2024**



Laura C. Swistak, CMC  
City Clerk



City of Newport  
**REQUEST FOR CITY COUNCIL ACTION**

---

**To:** Council Chair Charles Holder & Members of the City Council  
**From:** Colin K. Kennedy, MPA, City Manager *Col. Kennedy*  
**Date:** March 26, 2025  
**Subject:** Contract Amendment #2-VHB-Site Investigation-Harrison Avenue Dump Site  
**Staff Presentation:** Colin K. Kennedy, City Manager

**RECOMMENDATION:**

City Administration recommends that the City Council approve Contract Amendment #2 to the original agreement between the City of Newport and VHB, dated October 27, 2023, (Resolution 2023-125) to test the RHS soil stockpile, and the previously approved Contract Amendment #1 dated April 5, 2024, (Resolution #2024-42) to include additional Site Investigation at the Harrison Avenue Dump Site.

**BACKGROUND AND FINDINGS:**

On February 27, 2025, during a meeting between City Administration, VHB and RIDEM, a determination was made that additional investigations at the Harrison Avenue Dump Site are necessary to satisfy the requirements of the Rules and Regulations for the Investigation and Remediation of Hazardous Material Releases. VHB anticipates RIDEM will not be able to issue an approval indicating Site investigations are complete, therefore requiring additional investigations prior to moving forward with a remedy for the Site in order for RIDEM to issue an approval. VHB will utilize the remaining funds in the current budget of Contract Amendment #1 of approximately \$13,000 for the additional work to be performed under Contract Amendment #2.

**PREVIOUS LEGISLATIVE ACTION**

Resolution #2023-125  
Resolution #2024-42

**FISCAL IMPACT**

☐ Currently Budgeted (Account \_\_\_\_\_) ☐ Requires additional appropriation ☒ No Fiscal Impact

**SUPPORTING DOCUMENTS**

Resolution  
Contract Amendment #2

---

Finance Dept. Review: 3/19/25 Date By: R3N (if applicable)

THE CITY OF NEWPORT

**RESOLUTION  
OF THE  
COUNCIL**

No. ....

WHEREAS, the City of Newport entered into an agreement with VHB, a multidisciplinary American civil engineering consulting and design firm, on October 27, 2023, to provide a scope of work and cost estimate to characterize soil currently staged in a large stockpile at RHS; and

WHEREAS, on April 5, 2024, the City of Newport did amend the original contract with VHB to now include a Limited Site Investigation pertaining to the Harrison Avenue Dump Site, to investigate the Site via a combination of exploratory test pits, soil borings, ground water monitoring well installations, soil gas monitoring and soil sampling services; and

WHEREAS, such investigations conducted to date, and subsequent to a meeting with the City, VHB and RIDEM on February 27, 2025, did determine that additional investigations at the Site are necessary to satisfy the requirements of the Rules and Regulations for the Investigation and Remediation of Hazardous Material Releases; and

WHEREAS, VHB's amended contract (4/5/24) included preparation and submission of a Site Investigation Report (SIR) for RIDEM review and approval, in which the Site has not been fully characterized, VHB anticipates RIDEM will not be able to issue an approval indicating Site investigations are complete, therefore requiring additional investigations prior to moving forward with a remedy for the Site; and

WHEREAS, VHB is proposing to use remaining budget in the current scope to further characterize the Site and better recommend a preferred remedy as described in the SIR at no additional expense to the City of Newport. NOW THEREFORE BE IT

RESOLVED: that the City Administration requests that the City Council approve a contract amendment to the first amendment between the City of Newport and VHB, dated April 5, 2024, in order to fully characterize the Site. AND BE IT FURTHER

RESOLVED: that VHB shall use remaining budget in the current scope in order that RIDEM will be able to issue an approval (Program letter) indicating Site investigations are complete.

IN COUNCIL  
READ AND PASSED

\_\_\_\_\_  
Laura C. Swistak  
City Clerk





Engineers | Scientists | Planners | Designers

1 Cedar Street, Suite 400, Providence, Rhode Island 02903

P 401.272.8100 F 401.277.8400 www.vhb.com

## Client Authorization

☐ New Contract

Date: March 3, 2025

☒ Amendment No. 2

Project No. 16108.10

Project Name: Rogers High School – Harrison  
Avenue Dump Site Investigation  
Newport, Rhode Island

To: Colin Kennedy, City Manager  
City of Newport  
43 Broadway  
Newport, RI 02840

|          | Cost Estimate |                |
|----------|---------------|----------------|
|          | Amendment     | Contract Total |
| Labor    | \$0           | \$59,815.00    |
| Expenses | \$0           | \$80,450.00    |
| TOTAL    | \$0           | \$140,265.00   |

Email: [ckennedy@cityofnewport.com](mailto:ckennedy@cityofnewport.com)

☐ Lump Sum ☒ Time & Expenses  
☐ Cost + Fixed Fee ☐ Labor Multiplier

Phone No: 401-845-5430

Estimated Date of Completion: April 2025

### BACKGROUND

Vanasse Hangen Brustlin, Inc. (VHB) was contracted by the City of Newport (the Client or the City) to conduct a Limited Site Investigation pertaining to the Harrison Avenue Dump (the Site). The investigation was specific to the former dump (i.e., the Site), and was not intended to further characterize soils associated with the Rogers High School Project (e.g., stockpiled soil within the track, in situ soils surrounding the school, etc.), for which Pare has been coordinating. Based on VHB's investigations conducted to date, and the meeting with the City and the RIDEM Office of Land Revitalization and Sustainable Materials Management (LRSMM) on February 27, 2025, additional investigations at the Site are necessary to satisfy the requirements of the Rules and Regulations for the Investigation and Remediation of Hazardous Material Releases (the Remediation Regulations).

VHB's Contract Amendment dated April 11, 2024, included preparation and submission of a Site Investigation Report (SIR) for RIDEM review and approval. Since the Site has not been fully characterized, VHB anticipates RIDEM will not be able to issue an approval (i.e., a Program letter) indicating Site investigations are complete and would therefore require additional investigations prior to moving forward with a remedy for the Site. Therefore, VHB is proposing to use remaining budget in the current scope to further characterize the Site and better recommend a preferred remedy as described in the SIR.

Following the completion of Tasks 1 through 5 in the above-referenced amendment, VHB has reviewed the budget and determined that there is approximately \$13,000 remaining for those tasks, which could be reallocated to other tasks. Therefore, VHB has recommended that the City use these remaining funds to conduct the additional investigation tasks as described below. This approach will be more cost effective than proceeding with submission of the SIR now, which would recommend additional investigations, and instead conducting said investigations prior to preparing the SIR. Tasks 6 through 7 in VHB's amendment will be unchanged and implemented as described in the above-referenced amendment.

## SCOPE OF SERVICES

### 1.0 ADDITIONAL SITE INVESTIGATIONS

Based on the meeting with RIDEM and the City on February 27, 2024, there are generally two Areas of Environmental Concern (AOECs) for which additional investigations are necessary to satisfy the requirements of the Remediation Regulations, including:

1. Lead Area: additional investigation will be necessary to vertically and horizontally delineate the full extent of the assumed source area; define the outermost extent of exceedances which could be remedied via impermeable cap; and determine the approximate location of the highest concentrations which will require in-situ remediation, excavation/disposal or other means of remediation to eliminate the source.
2. Groundwater: elevated concentrations of metals are present in groundwater which exceed the GA Groundwater Objectives. Since no monitoring wells associated with sampling for which groundwater is compliant with the applicable objective exist upgradient nor downgradient of the exceedances, the contaminants are not considered delineated. Based on input from the RIDEM, if the exceedances can be shown to be attributed to particulates (i.e., due to in fine sediments) via filtration prior to analysis, this may lessen RIDEM's expectations for further investigation relative to groundwater.

VHB is therefore proposing the following approach to further characterize conditions at the Site:

- Soil Borings/Groundwater Monitoring Wells: VHB proposes to complete up to twelve (12) soil borings via direct push methodology to a maximum depth of 15-feet below grade (bg) within the 'Lead Area'. One (1) 2-inch monitoring well will also be installed to an anticipated depth of 15-feet bg, upgradient of the Lead Area. The completion of soil borings and installation of the monitoring well is anticipated to take 1-day.
- Soil Sampling: In general, up to three (3) soil samples will be collected for laboratory analysis from each of the 13 soil borings, for a total of thirty-nine (39) soil samples. The soil samples will be properly containerized and preserved as needed and submitted to a RI-certified laboratory for analysis of total lead and lead via Toxicity Characteristic Leaching Procedure (TCLP). Samples will be analyzed via standard turnaround time.
- Well Development: VHB will utilize a submersible pump, a peristaltic pump, and/or dedicated, disposable bailers to purge and develop the newly installed well. Purge water will be placed into 55-gallon drum(s). Well development will be conducted on the same day as drilling.
- Groundwater Sampling: A minimum of 3 days following well development activities, a VHB scientist will collect groundwater samples from the five (5) existing and one (1) newly installed well via EPA-Low Flow Methodology. Groundwater samples will be collected as both unfiltered and filtered samples at each location and submitted to a RI-certified laboratory for analysis of total lead and total arsenic and dissolved lead and dissolved arsenic, respectively, via standard chain-of-custody protocol. Analysis will be conducted for only the compounds which exceeded the applicable GA Objectives during the previous groundwater sampling.
- Investigation Derived Waste: soil generated from the well installation in the vicinity of the hazardous lead near the Career & Technical Center and groundwater generated during well development and sampling will be placed in 55-gallon drums for off-Site disposal pending future plans for continued sampling and remediation at the Site. Disposal costs are not currently included in VHB's scope.

The data collected during these additional investigations will be tabulated and summarized as part of Task 6 of VHB's existing scope. Additional investigation may still be required pending RIDEM review of the SIR, however, it is VHB's opinion these investigations will better assist the City with determining the best approach to move forward toward a remedy.





## SCHEDULE

VHB proposes to implement the above-referenced tasks by April 2025. Please note that the timeline is estimated and factors beyond the control of VHB, such weather-related delays, responses and/or approvals of submittals by RIDEM, scheduling limitations of our subcontractors, etc. may affect the schedule.

## LIMITATIONS AND ASSUMPTIONS

Certain limitations to our services and assumptions made by VHB when preparing this scope of work cost estimate are documented in the various Task descriptions above. Any services not described above are considered out of scope and could be provided via Contract Amendment, at the request of the Client.

## COMPENSATION AND CLIENT AUTHORIZATION

VHB proposes to perform the services outlined herein on a Time & Materials basis for no additional cost. The approximately \$13,000 saved during Tasks 1 through 5 of VHB's amendment dated April 11, 2024 will be used to cover said costs. Invoices will be sent to the City on an approximate monthly basis with a brief cover letter until the scope is completed.

***VHB will perform the services in accordance with Solicitation #OEV21000313, MPA 584 OE Engineering Services, Qualification Based Selection (QBS). Notice of Contract Purchase Agreement from State of RI is attached.***

Prepared By: Fred Bevans

Department Approval: Justin Dufresne

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Please execute this Client Authorization for VHB to proceed with the above scope of services at the stated estimated costs. No services will be provided until it is signed and returned to VHB.

☐ Subject to attached terms & conditions.

☒ Subject to terms & conditions in our original agreement dated October 27, 2023

### VANASSE HANGEN BRUSTLIN, INC. AUTHORIZATION

### CLIENT AUTHORIZATION *(Please sign original and return)*

By: JWD

By: \_\_\_\_\_

Print: Justin Dufresne

Print: \_\_\_\_\_

Title: Managing Director, Providence

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM



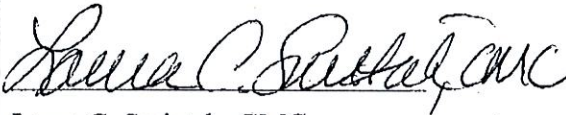
**CITY OF NEWPORT**

**RESOLUTION  
OF THE  
COUNCIL**

**No. 2024-42**

**Resolved:** the City Council approves the contract amendment with Vanasse Hangen Brustlin, Inc. (VHB) in the amount of \$ 100,915.00 to perform an environmental site investigation of the former Harrison Avenue landfill site in accordance with RIDEM landfill closure process and the Mayor is authorized to sign the contract amendment for same on behalf of the City, subject to favorable review by the City Solicitor.

IN COUNCIL  
READ AND PASSED  
APRIL 24, 2024

A handwritten signature in dark ink, appearing to read "Laura C. Swistak, CMC". The signature is fluid and cursive, with the initials "CMC" clearly visible at the end.

Laura C. Swistak, CMC  
City Clerk



Engineers | Scientists | Planners | Designers

1 Cedar Street, Suite 400, Providence, Rhode Island 02903

P 401.272.8100 F 401.277.8400 www.vhb.com

## Client Authorization

☐ New Contract

Date: April 5, 2024

Revised April 11, 2024

☒ Amendment No. 1

Project No. 16108.10

Project Name: Rogers High School – Harrison  
Avenue Dump Site Investigation  
Newport, Rhode Island

To: Laura Sitrin  
City of Newport  
43 Broadway  
Newport, RI 02840

### Cost Estimate

|          | Amendment    | Contract Total |
|----------|--------------|----------------|
| Labor    | \$53,075.00  | \$59,815.00    |
| Expenses | \$47,840.00  | \$80,450.00    |
| TOTAL    | \$100,915.00 | \$140,265.00   |

Email: [lsitrin@cityofnewport.com](mailto:lsitrin@cityofnewport.com)

☐ Lump Sum

☒ Time & Expenses

☐ Cost + Fixed Fee

☐ Labor Multiplier

Phone No: 401-845-5841

Estimated Date of Completion: Refer to Proposed Schedule

### BACKGROUND

The Rhode Island Department of Environmental Management (RIDEM) Office of Land Revitalization and Sustainable Materials Management (LRSM) has indicated the need for the City of Newport (the Client or the City) to perform a site investigation at the Harrison Avenue Dump (the Site). The Site is believed to date back to the 1940s, located beneath the former Rogers High School athletic track currently covered by a stockpile of soil generated during new school building construction activities in 2023. VHB had been contracted by the Client to investigate the stockpiled soils in November 2023 (i.e., the original VHB Site Investigation) which was completed in January 2024. However, the objectives of the original VHB Site Investigation were solely related to characterizing the stockpiled soils and did not include investigations of the Harrison Avenue Dump.

The Harrison Avenue Dump is a RIDEM-regulated Site identified as File No. SR-22-0587. Per the City's request, VHB scheduled and participated in a teleconference with RIDEM and various Newport representatives in February 2024, reviewed RIDEM records pertaining to the Site, and solicited additional guidance from RIDEM. Based upon the teleconference and our initial research, VHB developed a conceptual approach to investigate the Site via a combination of exploratory test pits, soil borings, groundwater monitoring well installations, soil gas monitoring point installations, and associated soil, groundwater, and soil gas monitoring and/or sampling services. VHB's proposed scope of work and cost estimate is presented below.

### SCOPE OF SERVICES

#### 1.0 DEVELOP A SITE INVESTIGATION WORK PLAN (\$3,500)

Based upon VHB's review of historical information made available to VHB and in consideration of RIDEM's comments regarding additional data needs, VHB will prepare a Site Investigation Work Plan (SIWP) that identifies the locations and characteristics (depths, materials of construction, etc.) of proposed test pits, soil borings, groundwater monitoring wells, soil gas monitoring points and the number and type of samples and laboratory analyses to be performed at each location. VHB will review a previously completed Phase II ESA if provided by the Client. VHB will overlay existing sample locations (e.g. test pits, etc.) onto a Site Plan using aerial imagery. The SIWP will be submitted to the City and to RIDEM for their review and approval prior to implementation.





## 2.0 PRE-SITE INVESTIGATION PUBLIC NOTICE (\$2,900)

In accordance with the Remediation Regulations, a public notice to abutters and local officials is required prior to implementing a RIDEM-required Site investigation. VHB will prepare a mailing list for abutters, local officials, and any other parties that have expressed prior interest in the Site and will prepare a letter outlining the RIDEM process being followed and an overview of the proposed Site Investigation to be implemented. The letter will include information relative to how questions and/or comments relative to the site investigation can be submitted. The letter and mailing list will be sent to the City for approval prior to being forwarded to RIDEM for their review and approval. Upon receipt of RIDEM approval, the letter will be mailed to abutters, local officials, and other interested parties or stakeholders.

For the purposes of this scope and fee proposal, VHB has assumed that no more than 30 abutters, officials, stakeholders will be identified on the mailing list, and the mailings will consist of 1-page double-sided letter and will be sent via regular USPS Mail. The Site is not located within an EPA or RIDEM defined Environmental Justice (EJ) Zone, and therefore no EJ-enhanced public notice services such as language interpretation, property signage, assistance to the hearing or visually impaired, recording, stenography, establishing a document repository, or virtual participation services (e.g., via Zoom) have been included in this scope. If any of these additional services are needed or requested, VHB can provide an amended proposal to include said services/costs.

At the close of the Pre-SI public comment period (assumed to be 2 weeks after the date of the mailing), VHB will prepare a written response to any substantive questions or comments received regarding the proposed Site Investigation and will amend the Site Investigation Work Plan if deemed necessary or if required/requested by RIDEM. VHB assumes that any responses to questions or comments that are not relative to the Site Investigation will be provided by the City and/or RIDEM.

## 3.0 UPDATE SITE-SPECIFIC HEALTH & SAFETY PLAN AND PRE-MARK TEST PIT AND BORING LOCATIONS (\$3,685)

VHB will pre-mark the Site prior to notifying DigSafe and the City of Newport Water and Sewer Departments to locate potential utilities in advance of proposed drilling/test pit activities. Site markings will be via white spray paint, wooden stakes, and/or colored flagging. VHB will coordinate the mark outs with the City and the prior to implementation. VHB will also amend our Site-specific Health and Safety Plan (HASP) for use by our field personnel while performing Site work. The Client acknowledges that these actions represent appropriate care to avoid encountering/damaging subsurface utilities and as such will hold VHB and its contractors harmless for any unintentional damage should it occur.

## 4.0 PERFORM SITE INVESTIGATION (\$75,165)

Based upon VHB's current understanding of the Site, and RIDEMs questions/comments regarding the previously completed investigations and regulatory status, VHB proposes a combination of test pitting, soil borings, groundwater monitoring well installations, soil gas monitoring points, and associated soil gas, soil, and groundwater assessment via a combination of visual/olfactory observations, hand-held field screening/monitoring equipment, and laboratory analyses to delineate and further characterize the Harrison Avenue Dump Site. Each of these proposed investigation tasks and the anticipated number and type of samples to be collected and analyzed by the laboratory will be included in the SIWP (refer to **Task 1**) and are further detailed below:

- **Test Pitting:** VHB proposes to complete eight to ten (8 to 10) test pits in one (1) day via mini-excavator to assess and attempt to further delineate the limits of the historical landfill. The test pits are expected to be advanced to a maximum depth of 5-8 feet below grade. All test pitting will be completed under the observation of a VHB Scientist. Upon completion of soil evaluations, field screening, and sampling, as applicable in accordance with the SIWP, soil excavated from each test pit will be placed back into the hole from which it was generated and compacted via the excavator bucket. No surface restoration (e.g., loam and seed) services are included in this scope of work. To minimize ground surface disruptions, VHB will attempt to complete all the test pits in non-paved areas around the perimeter of the track.
- **Soil Gas Monitoring Points:** VHB will oversee the advancement of up to eight (8) soil gas monitoring points at the Site and will utilize a handheld PID and landfill gas meter to screen for total volatile organic compound (TVOCs) and collect landfill gas data (i.e., oxygen, carbon dioxide, methane and hydrogen sulfide) at the Site. Each soil gas monitoring point will consist of a 1-foot slotted 1-inch diameter screen surrounded by clean sand and 4-feet of solid 1-inch PVC casing. The depth of the soil gas monitoring points will be approximately 2.5-feet below the ground surface and the top of the PVC risers will be at roughly 2.5-feet above grade and equipped





with a tightly fitted PVC cap equipped with either tubing or a fitting to facilitate soil gas monitoring. VHB has not included the additional scope/cost to install protective standpipes with the soil gas points but can be added with a contract amendment per Client request, if desired.

- Soil Borings/Groundwater Monitoring Wells: VHB proposes to complete a total of twenty-two (22) soil borings at the Site. Six (6) of the borings will be completed via hollow stem auger methodology to a maximum depth of 20-feet below grade, within which two-inch diameter groundwater monitoring wells will be installed. Three (3) of the borings will be completed via direct push methodology to a maximum depth of 30-feet below the surface grade of the existing soil stockpile, within which 1-inch diameter groundwater monitoring wells will be installed. Thirteen (13) of the borings will be installed in an area known to have been previously identified to have hazardous soil concentration of lead at a depth of 8-10 feet deep in the vicinity just east of the existing Newport Area Career & Technical Center with one of these 13 borings being completed as a 2-inch monitoring well.
  - Each 2-inch well will be constructed of PVC materials consisting of a 10-foot screened interval installed to intercept the groundwater table and a riser pipe to slightly above grade. Each 2-inch well will include clean sand within the borehole annulus surrounding the screened interval, a 1-2-foot (approximate) bentonite seal, native soils to grade, and either a 6-inch diameter road box or a protective 4-inch diameter, 5-foot long steel standpipe set in the ground surrounding the PVC riser within a concrete collar. Soil samples will be collected in a 2-foot split spoon sampler at 5-foot intervals (i.e., 0-2 feet, 5-7 feet, etc.) during the well installation activities. The samples will be evaluated, field screened for the presence of volatile organic compounds (VOCs) with a photoionization detector (PID), and sampled, as applicable in accordance with the SIWP.
  - Each 1-inch well will be installed through the existing soil stockpile into the subsurface via direct push methodology. Since the stockpile has already been characterized, no soil samples will be collected from the above-grade stockpiled soils. However, if feasible, a soil sample will be collected and submitted for laboratory analysis from soils located in the subsurface beneath the stockpile. For the purposes of this scope of work proposal, VHB has assumed the 1-inch wells will be 30-feet in length and will include clean sand within the borehole annulus surrounding the screened interval, a 1-2 foot (approx.) bentonite seal, native soils to grade, and a gripper cap or expandable plug at the top of each riser extending to 3-4 feet above the surface grade of the stockpile. No protective road boxes or standpipes are included in this proposal but can be added per Client request, if desired.
  - To the extent feasible, soil generated during the well installations will be placed back into the hole from which it was generated, but excess soil which cannot be reentered into the borings from which they were generated will be placed under the geotextile fabric covering the soil stockpile (i.e., added to the existing stockpile) or, in the case of the soil generated from the well installation in the vicinity of the hazardous lead near the Career & Technical Center, the excess soil will be placed in a 55-gallon drum and properly disposed off-Site.
  - VHB will utilize a submersible pump, a peristaltic pump, and/or dedicated, disposable bailers to purge and develop each of the ten (10) new wells. Purge water will be placed into 55-gallon drums and staged on-Site in a location agreeable to the City pending the results of laboratory analysis. If the purged water is not contaminated (i.e., not regulated by RIDEM), the purge water will be infiltrated into the ground surface. If the water is determined to be contaminated, a separate cost estimate for off-Site disposal will be provided to the City for consideration and approval.

Soil boring and well installation activities are expected to take 4 days. Well development activities are expected to be completed in 1 day.

- Laboratory Analysis of Soil, Groundwater Sampling and Analysis, and Soil Gas Field Monitoring:
  - Soil: VHB has assumed that there will be 2 soil samples collected for laboratory analysis from each of the 9 soil borings installed outside the hazardous lead area, 1 soil sample from each of the test pits (10 maximum), and up to 65 soil samples collected in 2-foot intervals within the 13 soil borings installed within the hazardous lead area resulting in 93 soil samples collected. The soil samples will be properly containerized and preserved as needed and submitted to a RI-





certified laboratory for analysis of various potential compounds of concern under standard chain-of-custody protocol. Based upon VHB's understanding of various factors such as current RIDEM remediation criteria and known, potential, or suspected compounds of concern and public concerns, VHB proposes to analyze the 28 soil samples from the non-hazardous soil area for a suite of parameters that includes heavy metals, semi volatile organic compounds (SVOCs), VOCs, total petroleum hydrocarbons (TPH), and polychlorinated biphenyls (PCBs). VHB proposes to analyze 25 of the soil samples from the hazardous soil area for total lead, and up to 40 additional soil samples from the hazardous soil area as needed will also be analyzed for total lead to delineate the horizontal and vertical extent of the elevated lead (to be submitted pending analysis of the initial 25 samples). Based on the known presence of PAHs in the hazardous soil area, VHB has also included PAH analysis for up to 25 samples. VHB has also included costs for up to 25 Toxicity Characteristic Leaching Procedure (TCLP) tests to be run in general accordance with the EPA's 20x rule.

- Groundwater: A minimum of 3 days following well development activities, a VHB scientist will collect groundwater samples from the 10 newly installed wells via EPA-Low Flow Methodology. Each of the groundwater samples will be submitted to a RI-certified laboratory for analysis of various potential compounds of concern under standard chain-of-custody protocol. Based upon VHB's understanding of various factors such as current RIDEM groundwater objectives for the Site area, and known, potential, or suspected compounds of concern and public concerns, VHB proposes to analyze the 9 groundwater samples from the wells located outside the hazardous soil area for a suite of parameters that includes heavy metals, semi volatile organic compounds (SVOCs), VOCs, pesticides, and PCBs. The well located within the hazardous lead area will be analyzed for Total Lead only.
- Soil Gas: VHB will utilize hand-held instrumentation to monitor the soil gas in each of the 8 soil gas points and each of the 10 monitoring wells. A PID will be used to screen for TVOCs and a landfill gas meter will be used to measure methane, carbon dioxide, and oxygen levels in the subsurface. No soil gas sample collection or laboratory analysis is included in this scope of work.

For the purposes of this proposal, VHB has assumed a standard 7-10 day laboratory turnaround time on all samples and up to \$23,995 in subcontracted laboratory fees for both soil and groundwater analyses. If additional lab fees are necessary, VHB will provide a contract amendment for the additional services.

#### 5.0 DATE ANALYSIS AND POST-SITE INVESTIGATION MEETING WITH CITY/RIDEM TO REVIEW FINDINGS (\$4,460)

After VHB receives and evaluates the soil and groundwater data, an online meeting with the City and RIDEM will be scheduled. The City will be provided an update relative to the findings of the soil, groundwater, and soil gas investigation prior to the meeting. During the meeting, VHB will present the findings to RIDEM and discuss the adequacy of the investigation and next steps in the landfill closure process. This task includes up to 16 hours of labor for an Environmental Scientist to review and tabulate the data in comparison to applicable RIDEM criteria and to prepare Site mapping illustrating the sampling locations at the Site and 8 hours for a Sr. Project Manager to review and evaluate the data and mapping and prepare for, schedule/coordinate, and participate in the meeting.

#### 6.0 SITE INVESTIGATION REPORT AND RIDEM-REQUIRED CHECKLIST (\$7,545)

VHB will prepare and submit a Site Investigation Report (SIR) in accordance with Section 1.8 of the Remediation Regulations. The SIR will include a RIDEM-required checklist, a narrative description of the work completed, a summary of the findings, Site mapping, tabular summaries of the data, copies of lab data, copies of soil boring logs, well completion reports, test pit logs, low-flow groundwater sampling forms, and an evaluation of three (3) remedial alternatives with one being recommended for implementation. The SIR will be provided to the City as a draft via email prior to finalization and submittal to RIDEM. VHB has assumed one round of comments from RIDEM will need to be addressed and that no hard copies of the report will need to be produced, mailed, and/or delivered to the Client or RIDEM. The draft and final reports will be provided electronically.





## 7.0 POST-SITE INVESTIGATION PUBLIC NOTICE (\$3,660)

In accordance with the Remediation Regulations, a public notice to abutters and local officials is required after completion of the Site Investigation and after preliminary RIDEM approval of the SIR and recommended remedial alternative to provide an opportunity for comments on the technical feasibility of the recommended remedial alternative. VHB will update the mailing list (if necessary) and the notice letter to reflect the findings of the Site Investigation and to outline the proposed remedy. Upon receipt of both City and RIDEM approval of the documents, will mail the Post-SI Public Notices to the recipients on the mailing list via regular USPS mail. VHB will also provide a written response to any comments or questions relative to the findings of the SI, the environmental conditions of the property, or the technical feasibility of the proposed remedy. VHB assumes that the either the City or RIDEM will prepare responses to any comments or questions that are unrelated to the Site's environmental conditions, the findings of the SI, or the technical feasibility of the proposed remedy. VHB assumes a Post-SI Public Meeting is not required by RIDEM, and therefore is not included in this scope of services. EJ-enhanced public notice requirements (i.e., translations, signage, etc.) are also not required and therefore also not included herein.

## SCHEDULE

VHB proposes the timeline presented in the table below. This timeline is based receipt of written Client Authorization to proceed. Please note that the timeline can only be estimated for some tasks which are dependent upon factors beyond the control of VHB, such weather-related delays, responses and/or approvals of submittals by RIDEM, scheduling limitations of our subcontractors.

| Proposed Schedule for VHB Scope of Work Implementation           |                                                                     |
|------------------------------------------------------------------|---------------------------------------------------------------------|
| Task/Milestone                                                   | Date or Timeframe                                                   |
| 1.0 Develop Written SIWP, Submittal to RIDEM, and RIDEM Approval | Within 30-days of Client Authorization                              |
| 2.0 Pre-SI Public Notice (concurrent with Task 1)                | Within 30-days of Client Authorization (concurrent with Task 1)     |
| 3.0 Prepare HASP and Perform DigSafe Mark outs                   | Within 2 weeks of conclusion of Pre-SI Public Notice                |
| 4.0 Implement Site Investigation and Review of all lab data      | Within 90 days of conclusion of Pre-SI Public Notice                |
| 5.0 Post Site Investigation Meeting                              | Within 3-weeks of VHB data review                                   |
| 6.0 Prepare/Submit RIDEM-Checklist and SIR                       | Within 30 days of Post-SI Meeting                                   |
| 7.0 Post-Site Investigation Public Notice                        | Within 2 weeks of RIDEM notification that Investigation is complete |

## LIMITATIONS AND ASSUMPTIONS

Various limitations to our services and assumptions made by VHB when preparing this scope of work cost estimate are documented in the various Task descriptions above. In addition, please note the following:

- VHB will provide the City and RIDEM with electronic copies (e-copies) of draft and final deliverables via email or via a link to a drop box from which the City/RIDEM can download the documents.
- VHB has not included preparation of any other RIDEM submittals (i.e., permit applications, status reports, remedial action work plans, etc.) to the Client or the Office of LRSMM or to any other RIDEM Offices/Divisions other than those specifically discussed above.
- VHB assumes that all field investigation work will be feasible and Site access will be unrestricted to be completed between 7 am and 5 pm Monday through Friday with the exception of Federal or RI State Holidays. No weekend or night work or limited workdays which could result in increased costs have been taken into consideration.
- VHB assumes that our personnel and those of our contractors are not required to use prevailing wage rates for work proposed herein. VHB did not include prevailing wage rates when calculating the proposed compensation.





- Site engineering, design, landscape architecture, wetlands, and drainage design/permitting services are not included in this proposal.
- No ambient air or soil gas sample collection and laboratory analyses are included in this proposal.
- All laboratory analyses specified herein will be submitted to the laboratory with a standard turn-around time request and no expedited turn-around time surcharges have been added to the proposed cost estimate.
- No Quality Assurance Project Plan (QAPP) is required and therefore has not been included in this proposal.
- Monitoring well decommissioning is not included in this proposal.
- Site Surveying and top-of-casing wellhead elevation surveying is not included in this proposal.
- No services related to on-going RIDEM compliance after the completion of the Site Investigation are included in this proposal.

Should any of these limitations, assumptions be incorrect, or if any of the excluded services are requested or required, VHB will provide a contract amendment for the City's review and authorization.

#### COMPENSATION AND CLIENT AUTHORIZATION

VHB proposes to perform the services outlined herein on a Time & Materials basis for a cost not to exceed an additional **\$100,915**, bringing the Amended Contract Value to \$140,265.00 when added to the previously authorized contract amount of \$39,350. Invoices will be sent to the City on an approximate monthly basis with a brief cover letter until the scope is completed. VHB's breakdown of proposed labor and expense/subcontractor costs for this scope of work have been included at the top of page 1 and sub-total costs (labor plus expenses/subcontractors) for each task have also been included in the body of this proposal. Please note that VHB has done our best to accurately estimate the breakdown of costs for each task and for associated labor and expenses/subcontractors. However, the actual fees for labor versus expenses on a task-by-task basis may vary, but the total amount invoiced for this scope of work will not exceed the total proposed contract value of **\$100,915** unless prior written approval from the City is received.

***VHB will perform the services in accordance with Solicitation #OE21000313, MPA 584 OE Engineering Services, Qualification Based Selection (QBS). Notice of Contract Purchase Agreement from State of RI is attached.***

Prepared By: Peter Grivers/Fred Bevans

Department Approval: Meredith Avery

Please execute this Client Authorization for VHB to proceed with the above scope of services at the stated estimated costs. No services will be provided until it is signed and returned to VHB.

☐ Subject to attached terms & conditions.

☒ Subject to terms & conditions in our original agreement dated October 27, 2023

#### VANASSE HANGEN BRUSTLIN, INC. AUTHORIZATION

By:   
Print: Meredith Avery  
Title: Managing Director - Environmental  
Date: April 11, 2024

#### CLIENT AUTHORIZATION (Please sign original and return)

By:   
Print: Xaykham Khamasyvoravong  
Title: Mayor  
Date: 5/19/24

APPROVED AS TO FORM

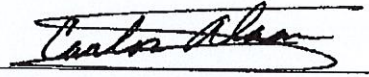
**CITY OF NEWPORT**

**RESOLUTION  
OF THE  
COUNCIL**

**No. 2023-125**

**Resolved:** the City Council of Newport approves the award of contract to Vanasse Hangen Brustlin, Inc. (VHB) in the amount of \$ 39,350 for further testing of soil stockpiled at Rogers High School. An additional amount of \$15,000 is approved to uncover and re-cover the dirt pile with Coconut mat. The Interim City Manager is authorized to sign the contract(s) for same on behalf of the City.

IN COUNCIL  
READ AND PASSED  
November 8, 2023



Sulpicio Carlos Alaan III  
Deputy City Clerk





Engineers | Scientists | Planners | Designers

1 Cedar Street, Suite 400, Providence, Rhode Island 02903

P 401.272.8100 F 401.277.8400 www.vhb.com

## Client Authorization

☒ New Contract

Date: October 27, 2023

Project No. 87269.23

Project Name: Environmental Consulting Services  
City of Newport  
Chepachet, Rhode Island

To: Laura Sitrin, Interim City Manager  
City of Newport  
43 Broadway  
Newport, RI 02840

Email: [lsitrin@cityofnewport.com](mailto:lsitrin@cityofnewport.com)

Phone No: 401-845-5841

| Cost Estimate |                |
|---------------|----------------|
| Amendment     | Contract Total |
| Labor         | \$6,740.00     |
| Expenses      | \$32,610.00    |
| TOTAL         | \$39,350.00    |

☐ Lump Sum  
☐ Cost + Fixed Fee

☒ Time & Expenses  
☐ Labor Multiplier

Estimated Date of Completion: See below.

### PROJECT DESCRIPTION/SCOPE OF SERVICES

Via email on October 20, 2023, the City of Newport (Client) requested that VHB provide a scope of work and cost estimate to characterize soil currently staged in a large stockpile atop the infield of the athletic track at the Roger's High School location to supplement existing soil characterization data collected by others. Based upon visual observations and a review of the data collection methods by others to date, the stockpile ranges in height from approximately 15-20 feet and the top 4-8 feet have been characterized by others. VHB understands that the top of the soil pile has been shaped and flattened, and a gradually sloping "ramp" along the side of the stockpile exists to facilitate safe access to the top of the pile by equipment and personnel. The Client has specifically requested that this scope of work include services to characterize the soil within the stockpile from depths below 8-feet from the top of the stockpile. VHB's assumptions and proposed scope of services to accomplish this goal are outlined below:

#### TASK 1: FIELD WORK PREPARATIONS AND SUBCONTRACTOR & CLIENT SCHEDULING/COORDINATION (\$2,190)

Prior to implementing the stockpile sampling task (Task 2 below), VHB will prepare a project specific Health & Safety Plan, contact the DigSafe Network, procure glassware and field screening/sampling supplies from the laboratory, will subcontract with and schedule a drilling contractor, and will coordinate/schedule the date for the stockpile sampling task with the Client. VHB assumes the drilling and associated soil sampling can be completed between normal business hours (i.e., between 7:00 am and 5:00 pm) Monday through Friday, excluding holidays. A Site visit by VHB (and the drilling subcontractor if their schedule permits) will be completed prior to the scheduled date for the sample collection to assess the stockpile surface conditions and the earthen ramp for accessibility and stability, and to premark the locations of the proposed borings. The soil boring locations will be selected based upon a combination of factors including, but not necessarily limited to, accessibility, integrity of the stockpile surface/safety considerations, representative distribution across the stockpile and best professional judgement of the VHB environmental representative. VHB assumes that full access to the stockpile and adjacent areas will be granted by the Client without the need to enter into a Formal Access Agreement and no other permissions or authorizations are required. If a Formal Access Agreement is required, and/or if any additional authorizations or permissions by any other entities are also required, VHB assumes the Client will obtain said agreement, authorization, and/or permission on VHB's behalf and will provide such in writing to VHB prior to VHB's implementation of Task 2 below.



## **TASK 2: SOIL SAMPLING AND LABORATORY ANALYSIS (\$34,715)**

A VHB scientist and/or engineer will observe a drilling subcontractor install between 10-12 soil borings via direct-push methodology via track probe rig through the top of the stockpile to depths generally corresponding to bottom of the stockpile. The maximum height of the stockpile is estimated to be 20-feet. Soil will be retrieved from each boring in 5-foot intervals (i.e., from 0-5 feet deep, 5-10 feet deep, etc.) within dedicated macro-core sleeves. Soil from each sampling interval will be generally observed for visual and olfactual evidence of contamination, and samples from the deeper intervals, generally expected to be from 10-15 feet and 15-20 feet below the top of the stockpile, will be field screened for the presence of volatile organic compounds (VOCs) and containerized into lab-supplied glassware and submitted to a RI-certified laboratory for analysis of the following compounds which are the same compounds analyzed by others during previous stockpile characterization efforts:

- › Volatile Organic Compounds (VOCs)
- › Semi-VOCs (SVOCs)
- › Total Petroleum Hydrocarbons (TPH)
- › Polychlorinated Biphenyls (PCBs)
- › Total PP13 Metals
- › Herbicides
- › Pesticides
- › pH/Corrosivity
- › Flashpoint
- › Conductivity

Should the stockpile be greater than 20-feet in height, additional soil samples may be collected from intervals deeper than 20-feet within said borings (e.g., 20-25 feet). The maximum number of samples submitted to the laboratory for the full suite analysis of compounds listed above is 25 plus up to 5 of the total metals samples will be analyzed for Toxicity Characteristic Leaching Procedure (TCLP), if needed based on EPA guidance criteria (a.k.a. 20X Rule). VHB assumes the drilling and soil sample collection will take no longer than eight (8) hours in one (1) workday to complete. All excess soil generated during the soil boring procedures will be reintroduced into the boreholes from which they were obtained. No drums of investigation derived waste (IDW) will be generated.

For quality control and assurance purposes, the VHB representative will include a Trip Blank for VOC analysis and 1 duplicate sample to be analyzed for the full suite of parameters listed above to facilitate data quality evaluation and laboratory performance.

VHB proposes to utilize ESS Labs located in Cranston, RI to perform the laboratory analyses. ESS will be asked to provide the results within their standard turnaround timeframe of 2-weeks from the day after submittal to their facility and will be asked to set their laboratory reporting limits (RLs) to be less than applicable RIDEM Residential Direct Exposure Criteria (RDEC).

## **TASK 3: TECHNICAL MEMORANDUM PREPARATION AND CLIENT MEETING (\$2,445)**

Upon receipt of the laboratory data, VHB will prepare a Technical Summary Memorandum (Tech Memo) that includes a narrative outline of the stockpile characterization efforts completed, an evaluation of the data and findings in comparison with applicable RIDEM criteria and previous data collected by others, data summary tables; and a Site Graphic depicting the sample locations. Copies of the analytical reports provided by the lab will also be included as an attachment to the Tech Memo. The Tech Memo will be provided to the Client in electronic format (PDF) via email or drop box to the Client. VHB will participate in one teleconference with the Client to discuss the Tech Memo. VHB assumes the teleconference will be no longer than 1-hour in length.

## **SERVICES NOT INCLUDED**

Only services specifically described in VHB's scope of services outlined above are included in this scope of work. Services not included in this scope of work include, but are not necessarily limited to, installation of groundwater





monitoring wells, groundwater sampling and analysis, IDW disposal, remediation services, correspondence with or submittals to RIDEM, public notices, and landfill closure services.

#### SCHEDULE

VHB is prepared to initiate this scope of work immediately upon receipt of the Client Authorization below. At this time, our estimate to complete this scope of work is within 6-weeks from the date of authorization. Unforeseen project delays beyond the control of VHB (e.g., weather related, subcontractor schedules, laboratory delays, etc.) may result in an adjustment to any schedules provided. Should such conditions arise, VHB will notify the Client as soon as possible.

#### COMPENSATION

VHB will perform the Scope of Services contained in this Agreement on a Time & Expenses basis for a fee not to exceed **\$39,350.00**. VHB has provided a breakdown between anticipated labor fees and expenses above; however, the actual breakdown between labor and expenses will likely vary from these estimates. But under no circumstance will the total amount of VHB labor plus expenses be exceeded without Client notification and approval.

VHB will provide invoices for work completed during the previous 4-week period approximately 2 weeks after the end of said 4-week billing period. A brief overview of the task(s) completed or partially completed during the billing period will accompany each invoice.

***VHB will perform the services in accordance with Solicitation #OE21000313, MPA 584 OE Engineering Services, Qualification Based Selection (QBS). Notice of Contract Purchase Agreement from State of RI is attached.***

#### CLIENT AUTHORIZATION

Prepared by: Peter Grivers

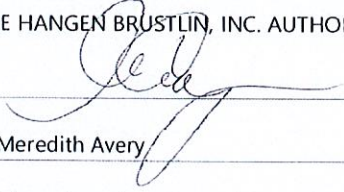
Document Approval: Meredith Avery

Please execute this Client Authorization for VHB to proceed with the above scope of services at the stated estimated costs. No services will be provided until it is signed and returned to VHB.

☒ Subject to attached terms & conditions

☐ Subject to terms & conditions in the previously authorized Agreement

#### VANASSE HANGEN BRUSTLIN, INC. AUTHORIZATION

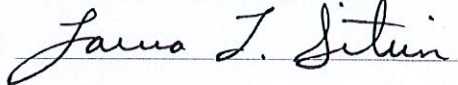
By: 

Print: Meredith Avery

Title: Managing Director – Environmental

Date: October 31, 2023

#### CLIENT AUTHORIZATION (Please sign original and return)

By: 

Print: Laura Sitrin

Title: Interim City Manager

Date: 11/16/23

APPROVED AS TO FORM  






## **CITY OF NEWPORT, RI**

**MODIFIED STANDARD TERMS AND CONDITIONS.** The engagement of VHB by Client is under the following terms and conditions. These terms and conditions are an integral part of the collective Agreement between Client and VHB.

**SCOPE OF SERVICES.** VHB shall perform the services set forth in the attached Scope of Services. Requests for additional services and any associated fee adjustment must be authorized in writing before additional services can begin.

**PERFORMANCE STANDARDS.** VHB's services require decisions that are not based upon science, but rather upon judgmental considerations. In the performance or furnishing of professional services hereunder, VHB, and those it is responsible for, shall exercise the degree of skill and care ordinarily exercised by similarly practicing professionals performing similar services under similar conditions in the same locality ("Standard of Care"). VHB shall be entitled to rely on the accuracy and completeness of data, reports, surveys, requirements, and other information provided by Client.

**SCHEDULE.** VHB shall perform its services as set forth in the Scope of Services as expeditiously as consistent with the Standard of Care and the orderly progress of the Work. VHB shall not be responsible for failure to perform or for delays in the services arising out of factors beyond the reasonable control or without the fault or negligence of VHB.

**PAYMENT.** The fee estimate for the proposed Scope of Services is valid for 60 days from the date of Proposal. All schedules set forth in the attached Scope of Services commence upon receipt of a signed Agreement and, if requested, a retainer. Retainers will be applied to the last invoice. A RETAINER OF \$[ ] IS REQUIRED BEFORE SERVICES WILL COMMENCE.

Invoices will be rendered monthly and are due upon receipt. Any invoice unpaid more than 30 days after date of invoice will bear interest at 1-1/2 percent per month.

If Client fails to pay any invoice within 45 days of the date of invoice, VHB may, without waiving any other claim or right against Client or incurring any liability for delay, suspend the services until VHB has been paid in full. Sealed plans, final documents, reports, and attendance at meetings/hearings will not be provided unless payment for services is current.

If VHB is performing services for Client under multiple projects, payments must be current on all projects for services hereunder to continue. Client acknowledges VHB's right to suspend services and withhold plans and documents, as provided above, if any payments are overdue. If services are suspended for 30 days or

longer, upon resuming services VHB shall be entitled to expenses incurred in the interruption and resumption of its services. If services are suspended for 90 days or longer, VHB shall be entitled to expenses incurred in the interruption and resumption of its services and fees for remaining services shall be equitably adjusted.

The parties agree to coordinate invoices to assure timely payment. At minimum, VHB's project manager and Client's representative will confer as often as necessary about any issues involving invoicing and collections. Client's representative will contact VHB's project manager forthwith upon receipt of an invoice about any questions or issues concerning invoiced amounts. If Client's representative and VHB's project manager are unable to resolve any questions or issues, Client's representative will line item any disputed or questionable amount and pay VHB. VHB, at its option, may revise and resubmit disputed amounts at a later date.

Should it become necessary to utilize legal or other resources to collect any or all monies rightfully due for services rendered under this Agreement, VHB shall be entitled to full reimbursement of all such costs, including reasonable attorneys' fees, as part of this Agreement.

**OWNERSHIP OF WORK PRODUCT.** All work products (whether in hard or electronic form) prepared by VHB pursuant to the Agreement are instruments of service with respect to the Project and are not authorized, intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other Project. Any reuse by Client or a third person or entity authorized by Client without written verification or adaptation by VHB for the specific application will be at Client's sole risk and without liability or legal exposure to VHB. Client shall release, defend, indemnify and hold harmless VHB from all claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting therefrom. Any such verification or adaptation will entitle VHB to additional compensation at rates to be agreed upon by VHB and Client, third person, or entity seeking to reuse said documents.

Client recognizes that information recorded on or transmitted as electronic media, including CADD documents ("Electronic Documents") is subject to undetectable alteration, either intentional or unintentional, due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, the Electronic Documents are provided to Client for informational purposes only and are not represented as suitable for any use or purpose.

VHB retains the copyright in all work products produced in connection with this Agreement, unless otherwise agreed to in writing by an authorized VHB representative. VHB licenses to





Client on a non-exclusive basis the use of work products produced solely in connection with this Agreement. The license may be revoked for any failure of Client to perform under this Agreement.

**CERTIFICATIONS.** VHB shall not be required to sign any documents, no matter by whom requested, that would result in VHB having to certify, guarantee or warrant the existence of conditions whose existence VHB cannot wholly ascertain. Any certification provided by VHB shall be so provided based on VHB's knowledge, information, and belief subject to the preceding sentence, and shall reflect no greater certainty than VHB's professional opinion developed through and consistent with the Standard of Care. VHB shall be compensated for any work necessary to assess project compliance with regulatory standards for purposes of such certification.

**INSURANCE.** VHB agrees to carry the following insurance during the term of this Agreement:

- Workmen's Compensation and Employer's Liability Insurance in compliance with statutory limits
- Comprehensive General Liability Insurance including Products Completed, Contractual, Property, and Personal Injury coverage with combined single limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate
- Professional Liability Insurance with a limit of \$1,000,000 per claim and in the aggregate
- Automobile Liability Insurance including non-owned and hired automobiles with a combined single limit of \$1,000,000 per occurrence

Certificates of insurance will be furnished upon request. If Client requires additional insurance coverage, and it is available, Client agrees to reimburse VHB for such additional expense.

**INDEMNITY.** Client and VHB shall at all times indemnify and save harmless each other, their officers, and employees on account of damages, losses, expenses, reasonable counsel fees, and compensation arising out of any claims for damages, personal injuries and/or property losses sustained by any person or entity, to the extent caused by the negligent acts, errors or omissions of the indemnifying party, its employees, or subcontractors in connection with the Project, and/or under this Agreement.

Client agrees to the fullest extent permitted by law, to indemnify and hold harmless VHB, its officers, employees and subconsultants from and against any and all claims, suits, demands, liabilities costs including reasonable attorneys' fees, and defense costs caused by, arising out of, or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products, or material that exist on, about, or adjacent to the job site.

#### **LIMITATION ON VHB'S RESPONSIBILITY AND JOBSITE**

**SAFETY.** VHB will not be responsible for the acts or omissions of contractors or others at the Site, except for its own subcontractors and employees. Neither the professional activities of VHB nor the presence of VHB or its employees or subconsultants at a project site shall relieve the other parties on this project of their obligations, duties, and, including, but not limited to, construction means, methods, sequence, techniques, or procedures necessary for performing, superintending, and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. VHB and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. Client agrees that Contractor shall be solely responsible for job site safety and warrants that this intent shall be carried out in Client's contract with Contractor.

**ALLOCATION OF RISK.** In recognition of the relative risks and benefits of the Project to both Client and VHB, the risks have been allocated such that Client agrees that to the fullest extent permitted by law, VHB's total liability in the aggregate to Client and any persons or entities claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project and/or this Agreement from any cause or causes, including, but not limited to, VHB's negligence, errors, omissions, strict liability, statutory liability, indemnity obligation, breach of contract or breach of warranty shall not exceed the higher of \$50,000 (fifty thousand dollars), or ten (10) percent of the compensation actually paid to VHB. Client and VHB may agree to a higher limitation of liability for an increased fee.

**DISPUTE RESOLUTION.** All questions in dispute under this Agreement shall be submitted to non-binding mediation as a condition precedent to the institution of legal proceedings. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representative and shall meet within ten (10) days after the service of the notice. The parties shall then attempt to resolve the dispute within ten (10) days of meeting. Should the parties be unable to agree on a resolution of the dispute, then the parties shall proceed with mediation in accordance with the mediation rules of the American Arbitration Association. The cost of mediation shall be borne equally by both parties. This Agreement shall be governed and construed in accordance with the laws of the State of Rhode Island.

**LEGAL SUPPORT.** To the extent VHB is required to respond to any dispute resolution process, including, but not limited to, requests for document production, discovery or a request to appear in any deposition or legal proceeding, which is related to the Scope of Services but does not arise out of VHB's negligent



~~acts, errors or omissions, Client shall compensate VHB for all costs incurred by VHB, including reasonable attorneys' fees.~~

**DESCRIPTIVE HEADINGS AND COUNTERPARTS.** The headings contained in this Agreement are for convenience of reference only and shall not constitute a part hereof, or define, limit or in any way affect the meaning of any of the terms or provisions hereof. This Agreement may be executed in two or more counterparts, and any party hereto may execute any such counterpart, which, when executed and delivered, shall be deemed to be an original and all of such counterparts taken together shall be deemed to be one and the same instrument.

**EXCLUSIVE REMEDIES.** In the event that any dispute is not remedied through the alternative dispute resolution procedures set forth herein, all claims, actions, and rights of action arising from or relating in any way to this Agreement or the services performed thereunder, whether in contract, tort, indemnity and all other rights of action whatsoever, shall be filed in a court of competent jurisdiction within three years of the completion of such services, or all such claims, actions and rights of action shall be waived. Recovery under this Agreement shall be limited by the parties' agreement on Allocation of Risk and the remainder of this section.

Notwithstanding any other provision of this Agreement, neither party shall be liable to the other for any liquidated, incidental, special, indirect or other consequential damages incurred, regardless of the nature of the cause or whether caused by Client or VHB, or their employees, subconsultants, or subcontractors. Consequential damages include, without limitation, loss of use, loss of profits, loss of production, or business interruption; however, the same may be caused.

VHB and Client waive all claims against each other arising out of or related to this Agreement or the services to the extent that losses, damages, and liabilities associated with such claims have been compensated by the proceeds of property insurance or any other insurance policy.

VHB makes no warranties or guarantees, express or implied, under this Agreement or any other contract document with respect to its provision of professional services. In entering into this Agreement, Client has relied only upon the representations set forth in this Agreement. No verbal warranties, representations, or statements shall be considered a part of this Agreement or a basis upon which Client relied in entering into this Agreement.

**NO THIRD PARTY BENEFICIARIES.** Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either Client or VHB. In addition, nothing herein shall be construed as creating a contractual relationship between Client and any VHB employee,

representative, or consultant. Client agrees that in the event of a dispute regarding this Agreement or the services rendered by VHB hereunder, Client shall only seek recourse against VHB and waives any right to pursue a claim against VHB's individual directors, officers or employees.

VHB's commitments as set forth in this Agreement are based on the expectation that all of the services described in this Agreement will be provided. In the event Client later elects to reduce VHB's Scope of Services, Client hereby agrees to release, hold harmless, defend, and indemnify VHB from any and all claims, damages, losses or costs associated with or arising out of such reduction in services.

**SEVERABILITY.** The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

**TAXES.** Any taxes or fees, enacted by local, state, or federal government and based on gross receipts or revenues, will be invoiced to and payable by Client as an additional amount due under this Agreement.

**PROJECT SPECIFIC PROVISIONS.** To the extent the Scope of Services involves any of the following services/geographies, the following general provisions apply accordingly:

**AMERICANS WITH DISABILITIES ACT (ADA).** Client understands and agrees that ADA standards are evolving and subject to varying, potentially contradictory interpretations and applications. VHB will use its reasonable professional efforts and judgment to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances, and regulations as they apply to the project. VHB cannot and does not warrant or guarantee that Client's Project will comply with all ADA requirements or ADA interpretations or other applicable regulatory interpretations.

**CLIMATE CHANGE/FLOOD ANALYSIS.** Consultant shall not be responsible or liable for any damages, losses, litigation, expenses, counsel fees and compensation arising out of any claims, damages, personal injuries and/or property losses related to flooding conditions whether directly or indirectly due to flood water damage, and Client shall at all times indemnify and hold harmless VHB, its respective officers, agents and employees on account of any related claims, damages, losses, expenses and counsel fees related thereto.





## **CONSTRUCTION PHASE SERVICES**

**SITE VISITS.** VHB shall make periodic site visits upon the request of Client or as otherwise agreed in writing by Client and VHB for the limited purpose of determining whether work is in general conformance with VHB's plans and specifications. Such visits are not intended to be an exhaustive check or a detailed inspection of Contractor's work. VHB shall not supervise or have control over Contractor's work nor have any responsibility for construction ways, means, methods, techniques, sequences, or procedures selected by Contractor nor for Contractor's safety precautions or programs in connection with the Work.

**SHOP DRAWINGS.** VHB's review and approval of submittals such as shop drawings, product data, samples, and other data, shall be for the limited purpose of checking for conformance with the design concept and the information in VHB's documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades, or construction safety precautions, all of which are the sole responsibility of Contractor and other unrelated parties. Review of a specific item shall not indicate that VHB has reviewed the entire assembly of which the item is a component. VHB shall not be responsible for any deviations from VHB's documents or other documents that are not brought to the attention of VHB in writing by Contractor. VHB shall not be required to review partial submissions or those for which submission of correlated items have not been received.

**GEOTECHNICAL SERVICES.** Client understands that VHB does not perform geotechnical services directly and, if requested, will retain a geotechnical subconsultant on behalf of Client, and VHB shall rely on the accuracy and completeness of data furnished as if the geotechnical services were contracted directly through Client.

**TANK INSPECTION.** Client will provide VHB with available underground storage tank (UST) documentation as necessary. VHB assumes that the documentation and site plans will be in order, be complete and meet regulatory compliance standards. VHB's inspection services are to fulfill regulatory requirements and do not include invasive testing or equipment calibration and testing. Accordingly, Client expressly agrees that VHB shall have no liability for equipment functioning or malfunctioning, product releases or spills.

**LSP SERVICES – PROJECTS LOCATED IN MASSACHUSETTS.** In accordance with the Massachusetts General Laws Chapter 21E, the performance of the services contained in this Agreement may require the engagement of a Licensed Site Professional (LSP) registered with the Commonwealth of Massachusetts under Massachusetts General Law Chapter 21A and the regulations

promulgated by the Massachusetts Department of Environmental Protection (MADEP) thereunder (collectively the LSP Program). These laws and regulations place upon the LSP certain professional obligations owed to the public, including in some instances a duty to disclose the existence of certain environmental contaminants to the MADEP. In the event that any site for which VHB has provided LSP services is audited by MADEP pursuant to the provisions of the Massachusetts Contingency Plan, VHB shall be entitled to additional compensation to provide such services as may be necessary to assist Client in its response to MADEP.

Client understands and acknowledges that in the event the LSP's obligations under the LSP Program conflict in any way with the terms and conditions of this Agreement or the wishes or intentions of Client, the LSP is bound by law to comply with the requirements of the LSP Program. Accordingly, Client recognizes that the LSP shall be immune for all civil liability resulting from any alleged and/or actual conflict with the LSP Program. Client also agrees to hold VHB and its LSP harmless for any claims, losses, damages, fines, or administrative, civil, or criminal penalties resulting from the LSP's fulfillment of its obligations under the LSP Program.

**PROJECTS LOCATED IN FLORIDA.  
FLORIDA STATUTES SECTION  
558.0035 (2013), AN INDIVIDUAL  
EMPLOYEE OR AGENT MAY NOT BE  
HELD INDIVIDUALLY LIABLE FOR  
ECONOMIC DAMAGES RESULTING  
FROM NEGLIGENCE OCCURRING  
WITHIN THE COURSE AND SCOPE  
OF THIS AGREEMENT.**





**RIDEM-2023 MPA-584 RATES**

|                         |       |                 |
|-------------------------|-------|-----------------|
| Senior Project Engineer | SPE   | \$205.00 per hr |
| Task Manager            | TM    | \$135.00 per hr |
| Scientist - 1           | S1    | \$95.00 per hr  |
| Admin                   | ADMIN | \$75.00 per hr  |

## Notice of Contract Purchase Agreement



State Of Rhode Island  
Department of Administration  
Division of Purchases  
One Capitol Hill  
Providence, RI 02908-5860

|                                        |                                                                                                                       |
|----------------------------------------|-----------------------------------------------------------------------------------------------------------------------|
| <b>V<br/>E<br/>N<br/>D<br/>O<br/>R</b> | <b>VANASSE HANGEN BRUSTLIN INC</b><br><b>101 WALNUT ST</b><br><b>WATERTOWN, MA 02472-4054</b><br><b>United States</b> |
|----------------------------------------|-----------------------------------------------------------------------------------------------------------------------|

|                                             |                                                                                                             |
|---------------------------------------------|-------------------------------------------------------------------------------------------------------------|
| <b>S<br/>H<br/>I<br/>P<br/><br/>T<br/>O</b> | <b>MASTER PRICE AGREEMENT</b><br><b>SEE BELOW</b><br><b>RELEASE AGAINST, RI MPA</b><br><b>United States</b> |
|---------------------------------------------|-------------------------------------------------------------------------------------------------------------|

| <b>MPA 584 ENGINEERING SERVICES</b> |                                            |
|-------------------------------------|--------------------------------------------|
| Award Number                        | <b>3722058</b>                             |
| Revision Number                     | <b>0</b>                                   |
| Effective Period                    | <b>01-JUL-2021 -</b><br><b>30-JUN-2024</b> |
| Approved PO Date                    | <b>14-JUN-2021</b>                         |
| Vendor Number                       | <b>907-iSupplier</b>                       |

|                                 |                                |
|---------------------------------|--------------------------------|
| Type of Requisition             | <b>ARCH, ENG &amp; CONSULT</b> |
| Requisition Number              |                                |
| Change Order Requisition Number |                                |
| Solicitation Number             |                                |
| Freight                         | <b>Paid</b>                    |
| Payment Terms                   | <b>NET 30</b>                  |
| Buyer                           | - <b>Bovis, Thomas</b>         |
| Requester Name                  |                                |
| Work Telephone                  |                                |

This Purchase Order is issued pursuant to and in accordance with the terms and conditions of the solicitation and applicable federal, state, and local law, including the State of Rhode Island's General Conditions of Purchase which are incorporated herein by reference contain specific contract terms applicable to this Purchase Order. See: <https://rules.sos.ri.gov/regulations/part/220-30-00-13>

CONTRACT TERM: 07/01/2021 – 06/30/2024

CONTRACT MAY BE RENEWED FOR UP TO ONE (1) ADDITIONAL 12-MONTH PERIOD BASED ON VENDOR PERFORMANCE AND THE AVAILABILITY OF FUNDS.

MASTER PRICE AGREEMENT #584

PROVIDE ENGINEERING SERVICES IN ACCORDANCE WITH THE PROVISIONS OF OSP SOLICITATION

|                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>INVOICE TO</b>                                                                                                                                                                                                                                                                                                                                                                                                                               |
| IMMEDIATE VENDOR ACTION REQUIRED:<br>Paperless Invoicing is now required. Vendors who do not currently invoice electronically must comply. Get Instructions at :<br><a href="http://controller.admin.ri.gov/documents/Communications/Vendor%20Information/Paperless%20Invoicing%20Initiative_09-01-2020.pdf">http://controller.admin.ri.gov/documents/Communications/Vendor%20Information/Paperless%20Invoicing%20Initiative_09-01-2020.pdf</a> |
| <b>REGISTRATION REQUIREMENTS</b>                                                                                                                                                                                                                                                                                                                                                                                                                |
| IMMEDIATE VENDOR ACTION REQUIRED:<br>ALL vendors with an existing Purchase Order must be registered in OCEAN STATE PROCURES(OSP). Get Instructions at :<br><a href="https://www.ridop.ri.gov/osp/osp-vendor-registration.php">https://www.ridop.ri.gov/osp/osp-vendor-registration.php</a>                                                                                                                                                      |

|                               |
|-------------------------------|
| <b>STATE PURCHASING AGENT</b> |
|                               |
| <b>Nancy R. McIntyre</b>      |

#OE21000313 AND THE STATE OF RHODE ISLAND'S GENERAL CONDITIONS OF PURCHASE.

APPROVED FOR THE FOLLOWING ENGINEERING DISCIPLINES:

- CIVIL ENGINEERING
- ENVIRONMENTAL ENGINEERING CATEGORY 1
- ENVIRONMENTAL ENGINEERING CATEGORY 2
- ENVIRONMENTAL ENGINEERING CATEGORY 3
- ENVIRONMENTAL ENGINEERING CATEGORY 4
- TRANSPORTATION

STATE AGENCIES MUST REVIEW ALL INSTRUCTIONS AND REQUIREMENTS BEFORE SOLICITING QUOTES IN ACCORDANCE WITH THE AGENCY CONTRACT USER GUIDE.

THE USER AGENCY WILL ISSUE SEPARATE PURCHASE AGREEMENT FOR A SPECIFIC PROJECT. NO WORK SHALL COMMENCE UNTIL ISSUANCE OF THE PURCHASE AGREEMENT AND PURCHASE ORDER RELEASE.

SUPPLIER CONTACT:

Jennifer Allen  
jallen@vhb.com

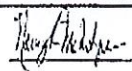
**INVOICE TO****IMMEDIATE VENDOR ACTION REQUIRED:**

Paperless Invoicing is now required. Vendors who do not currently invoice electronically must comply. Get Instructions at :  
[http://controller.admin.ri.gov/documents/Communications/Vendor%20Information/Paperless%20Invoicing%20Initiative\\_09-01-2020.pdf](http://controller.admin.ri.gov/documents/Communications/Vendor%20Information/Paperless%20Invoicing%20Initiative_09-01-2020.pdf)

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**STATE PURCHASING AGENT**

  
Nancy R. McIntyre



**Contract Terms and Conditions**

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**PURCHASE AGREEMENT AWARD**

THIS IS A NOTICE OF AWARD, NOT AN ORDER. Any quantity reference in the agreement or in the bid preceding it are estimates only and do not represent a commitment on the part of the state to any level of billing activity, other than for quantities or volumes specifically released during the term. No action is to be taken except as specifically authorized, as described herein under AUTHORIZATION AND RELEASE. ENTIRE AGREEMENT - This NOTICE OF AWARD, with all attachments, and any release(s) against it shall be subject to: (1) the



specifications, terms and conditions set forth in the Request/Bid Number cited herein, (2) the General Terms and Conditions of Contracts for the State of Rhode Island and (3) all provisions of, and the Rules and Regulations promulgated pursuant to, Title 37, Chapter 2 of the General Laws of the State of Rhode Island. This NOTICE shall constitute the entire agreement between the State of Rhode Island and the Vendor. No assignment of rights or responsibility will be permitted except with the express written permission of the State Purchasing Agent or his designee. CANCELLATION, TERMINATION and EXTENSION - This Price Agreement shall automatically terminate as of the date(s) described under CONTRACT PERIOD unless this Price Agreement is altered by formal amendment by the State Purchasing Agent or his designee upon mutual agreement between the State and the Vendor.

#### **CAMPAIGN FINANCE COMPLIANCE**

**CAMPAIGN FINANCE:** In accordance with RI General Law 17-27-2, Every person or business entity providing goods or services of \$5,000 or more, and has in the preceding 24 months, contributed an aggregate amount in excess of \$250 within a calendar year to any general officer, or candidate for general office, any member, or candidate for general assembly, or political party, is required to electronically file an affidavit regarding political contributions at: <https://secure.ricampaignfinance.com/RhodeIslandCF/Public/VendorAffidavit.aspx>

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For contracts and sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009, Pub.L.No. 111-5 and any amendments thereto, such contracts and sub-awards shall be subject to the Supplemental Terms and Conditions For Contracts and Sub-awards Funded in Whole or in Part by the American Recovery and Reinvestment Act of 2009, Pub.L.No. 111-5 and any amendments thereto located on the Division of Purchases website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov).

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No vendor engaged in investment activities in Iran as described in R.I. Gen. Laws §37-2.5-2(b) may submit a bid proposal to, or renew a contract with, the Division of Purchases. Each vendor submitting a bid proposal or entering into a renewal of a contract is required to certify that the vendor does not appear on the list maintained by the General Treasurer pursuant to R.I. Gen. Laws §37-2.5-3.

For all Purchase Orders issued on behalf of the University of Rhode Island, Community College of Rhode Island, and Rhode Island College, vendors will receive a confirming order from the respective entity prior to proceeding.

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In 2017 the General Assembly amended the "State Purchases Act", R. I. Gen. Laws § 37-2-12 (b) to authorize the Chief Purchasing Officer to establish, charge and collect from vendors listed on master price agreements ("MPA") a contract administrative fee not to exceed one percent (1%) of the total value of the annual spend against their MPA contracts. All contract administrative fees collected from MPA vendors shall be deposited into a restricted receipt account which shall be used for the purposes of implementing and maintaining an online eProcurement system and other costs related to State procurement. In accordance with this legislative initiative the Division of Purchases is upgrading the State procurement system through the purchase and installation of an eProcurement system.

The contract administrative fee shall be applicable to all purchase orders issued relative to State MPA contracts. Therefore, effective January 1, 2020 all MPA contracts shall be assessed the 1% contract administrative fee.

#### **TERMS AND CONDITIONS OF PRICING AGREEMENT**



**SCOPE AND LIMITATIONS** - This Agreement covers requirements as described herein, ordered by State agencies during the Agreement Period. No additional or alternative requirements are covered, unless added to the Agreement by formal amendment by the State Purchasing Agent or his designee.

Under State Purchasing Law, 37-2-54, no purchase or contract shall be binding on the state or any agency thereof unless approved by the department [of administration] or made under general regulations which the chief purchasing officer may prescribe. Under State Purchasing Regulation 8.2.1.1.2, any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of Purchases may be disregarded and shall not be binding on the state.

**PRODUCT ACCEPTANCE** - All merchandise offered or otherwise provided shall be new, of prime manufacture, and of first quality unless otherwise specified by the State. The State reserves the right to reject all nonconforming goods, and to cause their return for credit or replacement, at the State's option.

a) Failure by the state to discover latent defect(s) or concealed damage or non-conformance shall not foreclose the State's right to subsequently reject the goods in question.

b) Formal or informal acceptance by the State of non-conforming goods shall not constitute a precedent for successive receipts or procurements.

Where the vendor fails to cure the defect promptly or replace the goods, the State reserves the right to cancel the Release, contract with a different vendor, and to invoice the original vendor for any differential in price over the original contract price.

#### **ORDER AUTHORIZATION AND RELEASE AGAINST PRICING AGREEMENT**

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency.

**State Agencies shall request release as follows: All releases shall reference the Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein.**

A Department Purchase Order (DPO) listing the items ordered shall be created by the agency. The agency may mail or fax a copy of the order to the Vendor. In some cases the agency may request delivery by telephone, but must provide the Vendor with a DPO Order Number reference for billing purposes. Vendors are encouraged to require written orders to assure payments are processed accurately and promptly.

**DELIVERY** If this is an MPA, Vendor will obtain "ship to" information from each participating agency. This information will be contained in the DPO. APA delivery information will be contained in the Notice of Award.

**PRICING** - All pricing shall be as described herein, and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected herein.

**INVOICING** All invoices shall reference the DPO Order Number(s), Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein. If this is an MPA, Vendor will obtain "bill to" information from each participating agency. This information will be contained in the DPO. APA billing information will be contained in the Notice of Award.

**PAYMENT** - Invoices for items not received, not priced according to contract or for work not yet performed will not be honored. No payment will be processed to any vendor for whom there is no IRS W-9 on file with the State Controller.

## Notice of Contract Purchase Agreement



State Of Rhode Island  
Department of Administration  
Division of Purchases  
One Capitol Hill  
Providence, RI 02908-5860

|                                        |                                                                                                                       |
|----------------------------------------|-----------------------------------------------------------------------------------------------------------------------|
| <b>V<br/>E<br/>N<br/>D<br/>O<br/>R</b> | <b>VANASSE HANGEN BRUSTLIN INC</b><br><b>101 WALNUT ST</b><br><b>WATERTOWN, MA 02472-4054</b><br><b>United States</b> |
|----------------------------------------|-----------------------------------------------------------------------------------------------------------------------|

|                                             |                                                                                                             |
|---------------------------------------------|-------------------------------------------------------------------------------------------------------------|
| <b>S<br/>H<br/>I<br/>P<br/><br/>T<br/>O</b> | <b>MASTER PRICE AGREEMENT</b><br><b>SEE BELOW</b><br><b>RELEASE AGAINST, RI MPA</b><br><b>United States</b> |
|---------------------------------------------|-------------------------------------------------------------------------------------------------------------|

| <b>MPA 584 ENGINEERING SERVICES</b> |                                  |
|-------------------------------------|----------------------------------|
| Award Number                        | <b>3722058</b>                   |
| Revision Number                     | <b>0</b>                         |
| Effective Period                    | <b>01-JUL-2021 - 30-JUN-2024</b> |
| Approved PO Date                    | <b>14-JUN-2021</b>               |
| Vendor Number                       | <b>907-iSupplier</b>             |

|                                 |                                |
|---------------------------------|--------------------------------|
| Type of Requisition             | <b>ARCH, ENG &amp; CONSULT</b> |
| Requisition Number              |                                |
| Change Order Requisition Number |                                |
| Solicitation Number             |                                |
| Freight                         | <b>Paid</b>                    |
| Payment Terms                   | <b>NET 30</b>                  |
| Buyer                           |                                |
|                                 | <b>Bovis, Thomas</b>           |
| Requester Name                  |                                |
| Work Telephone                  |                                |

This Purchase Order is issued pursuant to and in accordance with the terms and conditions of the solicitation and applicable federal, state, and local law, including the State of Rhode Island's General Conditions of Purchase which are incorporated herein by reference contain specific contract terms applicable to this Purchase Order. See: <https://rules.sos.ri.gov/regulations/part/220-30-00-13>

CONTRACT TERM: 07/01/2021 – 06/30/2024

CONTRACT MAY BE RENEWED FOR UP TO ONE (1) ADDITIONAL 12-MONTH PERIOD BASED ON VENDOR PERFORMANCE AND THE AVAILABILITY OF FUNDS.

MASTER PRICE AGREEMENT #584

PROVIDE ENGINEERING SERVICES IN ACCORDANCE WITH THE PROVISIONS OF OSP SOLICITATION

| <b>INVOICE TO</b>                                                                                                                                                                                                                                                                                                                                                                                                                               |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| IMMEDIATE VENDOR ACTION REQUIRED:<br>Paperless Invoicing is now required. Vendors who do not currently invoice electronically must comply. Get Instructions at :<br><a href="http://controller.admin.ri.gov/documents/Communications/Vendor%20Information/Paperless%20Invoicing%20Initiative_09-01-2020.pdf">http://controller.admin.ri.gov/documents/Communications/Vendor%20Information/Paperless%20Invoicing%20Initiative_09-01-2020.pdf</a> |
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| <b>STATE PURCHASING AGENT</b> |
|-------------------------------|
| <br><b>Nancy R. McIntyre</b>  |



#OEV21000313 AND THE STATE OF RHODE ISLAND'S GENERAL CONDITIONS OF PURCHASE.

APPROVED FOR THE FOLLOWING ENGINEERING DISCIPLINES:

- CIVIL ENGINEERING
- ENVIRONMENTAL ENGINEERING CATEGORY 1
- ENVIRONMENTAL ENGINEERING CATEGORY 2
- ENVIRONMENTAL ENGINEERING CATEGORY 3
- ENVIRONMENTAL ENGINEERING CATEGORY 4
- TRANSPORTATION

STATE AGENCIES MUST REVIEW ALL INSTRUCTIONS AND REQUIREMENTS BEFORE SOLICITING QUOTES IN ACCORDANCE WITH THE AGENCY CONTRACT USER GUIDE.

THE USER AGENCY WILL ISSUE SEPARATE PURCHASE AGREEMENT FOR A SPECIFIC PROJECT. NO WORK SHALL COMMENCE UNTIL ISSUANCE OF THE PURCHASE AGREEMENT AND PURCHASE ORDER RELEASE.

SUPPLIER CONTACT:

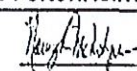
Jennifer Allen  
jallen@vhb.com

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Action Item # 6396/25  
Docket Date: March 26, 2025

## City of Newport **REQUEST FOR CITY COUNCIL ACTION**

---

**To:** Mayor Charles Holder & Members of the City Council  
**From:** Colin K. Kennedy, MPA, City Manager *Col. Kennedy*  
**Date:** March 13, 2025  
**Subject:** Cooperation Agreement – Housing Authority – Park Holm Phase V  
**Staff Presentation:** Patricia Reynolds, Director, Planning and Development  
Rhonda Mitchell, Director, Newport Housing Authority

### **RECOMMENDATION:**

It is recommended the City Council approve the Cooperation Agreement for Park Holm V, which is a continuation of a larger project being developed by the Housing Authority of the City of Newport, and the fifth in a series of demolition and reconstruction projects involving Low to Moderate Income (LMI) housing units within the confines of the existing Housing Authority property.

### **BACKGROUND AND FINDINGS:**

The Housing Authority and City of Newport support the replacement of a portion of the existing Housing Project with new housing to provide for the revitalization of public housing.

The Housing Authority and City of Newport entered into Cooperation Agreements with respect to the entire Assessor's Plat 5, Assessor's Lot 3 on or about August 28, 1940, March 12, 1951, and on February 17, 1956 with Amendments dated on or about August 15, 1962 and April 10, 1964 and other Cooperation Agreements related to the Newport Heights development, and Phases I, II, III and IV of the redevelopment of Park Holm.

Phase V is a continuation of a larger project being developed by the Housing Authority, and is the fifth in a series of demolition and reconstruction projects involving Low to Moderate Income (LMI) housing units within the confines of the existing Housing Authority property.

Phase V achieves the pre and post redevelopment number of LMI housing units at Park Holm in kind.

### **PREVIOUS LEGISLATIVE ACTION**

N/A for Park Holm – Phase V Project

### **FISCAL IMPACT**

☐ Currently Budgeted (Account \_\_\_\_\_) ☐ Requires additional appropriation ☒ No Fiscal Impact

Funding provided through State of Rhode Island Resources

### **SUPPORTING DOCUMENTS**

Resolution  
Proposed Cooperation Agreement  
Exhibit A  
Exhibit B  
Campus Map

---

Finance Dept. Review: *3/19/25* Date By: *RIN* (if applicable)

THE CITY OF NEWPORT

**RESOLUTION  
OF THE  
COUNCIL**

No. ....

WHEREAS, the Housing Authority of the City of Newport, Rhode Island, ("Housing Authority") owns and operates a certain Housing Project as defined in Section 45-25-3 of the General Laws of Rhode Island, 1956 as amended ("RIGL"), on Tax Assessor's Plat 5, Assessor's Lot 3; and

WHEREAS, said Housing Authority is located within the City of Newport which is defined as a "State public body" in RIGL Section 45-25-3; and

WHEREAS, the Housing Authority and City of Newport desire to support the replacement of a portion of the existing Housing Project with new housing to provide for the revitalization of public housing; and

WHEREAS, the Housing Authority and City of Newport entered into Cooperation Agreements with respect to the entire Assessor's Plat S, Assessor's Lot 3 on or about August 28, 1940, March 12, 1951, and on February 17, 1956 with Amendments dated on or about August 15, 1962 and April 10, 1964 and other Cooperation Agreements related to the Newport Heights development, and Phases I, II, III and IV of the redevelopment of Park Holm; and

WHEREAS, Phase V is a continuation of a larger project being developed by the Housing Authority of the City of Newport and is the fifth in a series of demolition and reconstruction projects involving Low to Moderate Income (LMI) housing units within the confines of the existing Housing Authority property; and

WHEREAS, Phase V achieves the pre and post redevelopment number of LMI housing units at Park Holm in kind. NOW THEREFORE, BE IT

RESOLVED: the Cooperation Agreement - Park Holm Phase V between the City of Newport and the Housing Authority of the City of Newport, is approved and the Council Chair is authorized to sign said Agreement on behalf of the City, subject to favorable review by the City Solicitor.

IN COUNCIL  
READ AND PASSED

\_\_\_\_\_  
Laura C. Swistak  
City Clerk



## **COOPERATION AGREEMENT - PARK HOLM PHASE V**

**WHEREAS,** THE HOUSING AUTHORITY OF THE CITY OF NEWPORT, RHODE ISLAND, ("Housing Authority") owns and operates a certain Housing Project as defined in Section 45-25-3 of the General Laws of Rhode Island, 1956 as amended ("RIGL"), on Tax Assessor's Plat 5, Lot 3; and

**WHEREAS,** said Housing Authority is located within the City of Newport which is defined as a "State public body" in said Section 45-25-3 RIGL; and

**WHEREAS,** the Housing Authority and City of Newport desire to support the replacement of the existing Housing Project with new housing and renovated housing for the revitalization of public housing; and

**WHEREAS,** the Housing Authority and City of Newport entered into Cooperation Agreements with respect to the entire Lot 3 on Plat 5 on or about August 28, 1940, March 12, 1951, and on February 17, 1956 with Amendments dated on or about August 15, 1962 and April 10, 1964 and other Cooperation Agreements related to the Newport Heights development and Phases I, II, III, and IV of the redevelopment of Park Holm; and

**WHEREAS,** the revitalization of the existing Park Holm Housing Project is to occur on a phased basis, the legal description of the fifth phase of which is more particularly described in Exhibit A ("Phase V").

**NOW, THEREFORE KNOW ALL PERSONS BY THESE PRESENTS** in consideration of the foregoing, the parties agree as follows:

1. The existing housing on said Lot 3, Plat 5 constitutes a Housing Project. The parties desire to improve the existing housing with Phase V. The proposed improvements for Phase V are shown on the plans referenced on Exhibit B. The parties further agree that the division of land for Phase V may be modified as shown in said Exhibit B.

2. The contemplated improvements, specifically including the improvements shown on Exhibit B, are being undertaken pursuant to a Plan involving the demolition, clearing, and removal of existing unsanitary or unsafe housing in order to provide safe and sanitary dwelling accommodations. Further, the contemplated improvements (Exhibit B) and their planning involves the demolition of existing structures, the construction of new buildings and other improvements, and other work in connection therewith. As such, the Exhibit B improvements on the land identified in Exhibit A constitute a Housing Project within the meaning of RIGL Chapter 25 of Title 45.

3. In order to allow for such demolition and reconstruction, and to provide for necessary funding and expertise, the Housing Authority of the City of Newport will enter into a 99-year ground lease with HACN Park Holm Redevelopment V, LP (Partnership) under which this entity will lease the land from the Housing Authority and own the improvements. The Housing Authority and HACN Park Holm Redevelopment V, Inc. will perform the demolition, reconstruction and infrastructure improvements.

4. The Phase V improvements on land described on Exhibit A and shown on Exhibit B are hereby approved by the Housing Authority and by the City of Newport, each having been duly authorized as provided by law, subject to federal, state, and local ordinances.

5. The Housing Authority shall obtain any and all necessary subdivision approvals for Phase V from the Planning Department of the City of Newport. This cooperation agreement is subject to subdivision plan approval.

6. The Housing Authority requests approval of conceptual plans for the proposed improvements from the City of Newport. The conceptual plans are subject to Planning Department approval and acceptance by the City of Newport, subject to federal, state and local ordinances.

7. The Housing Authority requests zoning approval for, and the City of Newport, as a public body, hereby approves the plan and improvements shown on Exhibit B as a matter of right. Said Zoning approvals are granted pursuant to the provisions of Section 45-25-15 (10) R.I.G.L., 45-25-24 (4) R.I.G.L., and 45-25-21 R.L.G.L.

8. Upon the execution of this cooperation agreement the City of Newport authorizes the development of the Phase V plan and improvements on the land shown on Exhibit A as a matter of right. Said zoning approvals are granted pursuant to R.I.G.L. Sections 45-25-15 (10), 45-25-24 (4), and R.I.G.L. Section 45-25-21.



9. Upon completion of the roads, sidewalks, and related improvements, maintenance of the roads, sidewalks, and related improvements, including snow plowing and street sweeping, shall be the responsibility of the Housing Authority and Partnership and such maintenance shall be consistent with generally accepted maintenance standards.

10. The City has provided and will continue to provide to the Housing Authority and Partnership and residential subtenants of Phase V public services and facilities, including police and fire protection, of the same character and to the same extent as are furnished from time to time without cost or charge to other dwellings and inhabitants in the City. Trash removal services will be the responsibility of the Housing Authority and Partnership.

11. If by reason of the City's refusal to furnish any public services or facilities which it has agreed to furnish to the Housing Authority and Partnership and the Housing Authority and Partnership incur any expense to obtain such services or facilities, the Housing Authority and Partnership may deduct the amount of such expense from any amounts due or to become due to the City in respect to the project pursuant to this cooperation agreement.

12. The Housing Authority and Partnership hereby agree that they shall pay taxes with respect to all non-public housing units in the Phase V developments at the rate of eight percent (8%) of the property's previous year's gross scheduled rental income from these non-public housing units. If, however, the City's general method of property tax valuation and assessment would result in an amount that is different from the amount required pursuant to the preceding sentence, then, the Housing Authority and Partnership shall pay the lower amount.

The Housing Authority and Partnership hereby agree that the Housing Authority and Partnership shall make a payment in-lieu of taxes for all public housing units in an amount equal to 10% of the shelter rents so-called with respect to the Phase V Development. The Housing Authority shall retain fee title to the land and will grant a leasehold interest in the land to the partnership pursuant to a lease.

13. This Agreement shall be binding upon and insure to the benefit of the parties hereto and their successors in interest. This Agreement shall not be amended or rescinded without the written agreement of the parties hereto.

14. This Agreement terminates, replaces and supersedes in its entirety the Existing Cooperation Agreements as to Park Holm Phase V only. The Existing Cooperation Agreements remain in full force and effect as to the remainder of the existing Housing Project.

15. The City acknowledges that the Housing Project consists of several phases: Phase I, Phase II, and Phase III, Phase IV, and Phase V as set forth on Exhibit C.

**IN WITNESS THEREOF**, each party of this Agreement has caused it to be duly



executed as of this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**THE CITY OF NEWPORT**

\_\_\_\_\_  
Witness

By: \_\_\_\_\_

**THE HOUSING AUTHORITY  
OF THE CITY OF NEWPORT**

\_\_\_\_\_  
Witness

By: \_\_\_\_\_

**HACN PARK HOLM  
REDEVELOPMENT V, LP**

\_\_\_\_\_  
Witness

By: \_\_\_\_\_

**STATE OF RHODE ISLAND  
COUNTY OF NEWPORT**

In Newport, on this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me personally appeared Charles Holder, Mayor of the City of Newport, Rhode Island, and he acknowledged said instrument and the execution thereof, to be his free act and deed in said capacity and the free act and deed of said City of Newport, Rhode Island

In Newport, on this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me personally appeared Rhonda Mitchell, Secretary of HACN Park Holm V, Inc., a corporation, general partner of HACN Park Holm Redevelopment V, LP, a limited partnership, to me known and known by me to be the party executing the foregoing instrument on behalf of said corporation as general partner of said limited partnership, and she acknowledged said instrument and the execution thereof, to be her free act and deed in said capacity and the free act and deed of said corporation in said capacity, and the free act and deed of said limited partnership.

## RECOMMENDED PROPERTY DESCRIPTION

### A.P. 5, Lot 138

Truman Road, Eisenhower Street, Roosevelt Road,  
Rosedale Avenue & Hillside Avenue  
Newport, Rhode Island

That certain tract or parcel of land situated easterly of Hillside Avenue in the City of Newport, Newport County, State of Rhode Island, being delineated as Parcel B on that plan entitled 'Administrative Subdivision Plan Assessors Plat 5, Lot 3 Truman Road, Eisenhower Street, Roosevelt Road & Rosedale Avenue Newport, Rhode Island Prepared For: Fuss & O'Neill 317 Iron Horse Way, Suite 204 Providence, Rhode Island 02908 Project No. 20-097 Scale: 1"=50' Date: 02/15/2022, Revised: 03/29/2022, Waterman Engineering Company 46 Sutton Avenue East Providence, Rhode Island 02914, Richard S. Lipsitz, PLS #1837", recorded in the land evidence records of the City of Newport in Plat Book 3081 at Page 280, on 4-15-2022, more particularly bounded and described as follows;

Commencing at a point in the easterly street line of Hillside Avenue, said point being the southwesterly corner of "Parcel A" and the most westerly corner of the parcel of "Parcel C" as delineated on the aforementioned plan;

thence proceeding S 02°34'02" E, by and with the easterly street line of said Hillside Avenue, a distance of fifty and 12/100 (50.12') feet to the point and place of beginning and the northwesterly corner of the parcel herein-described;

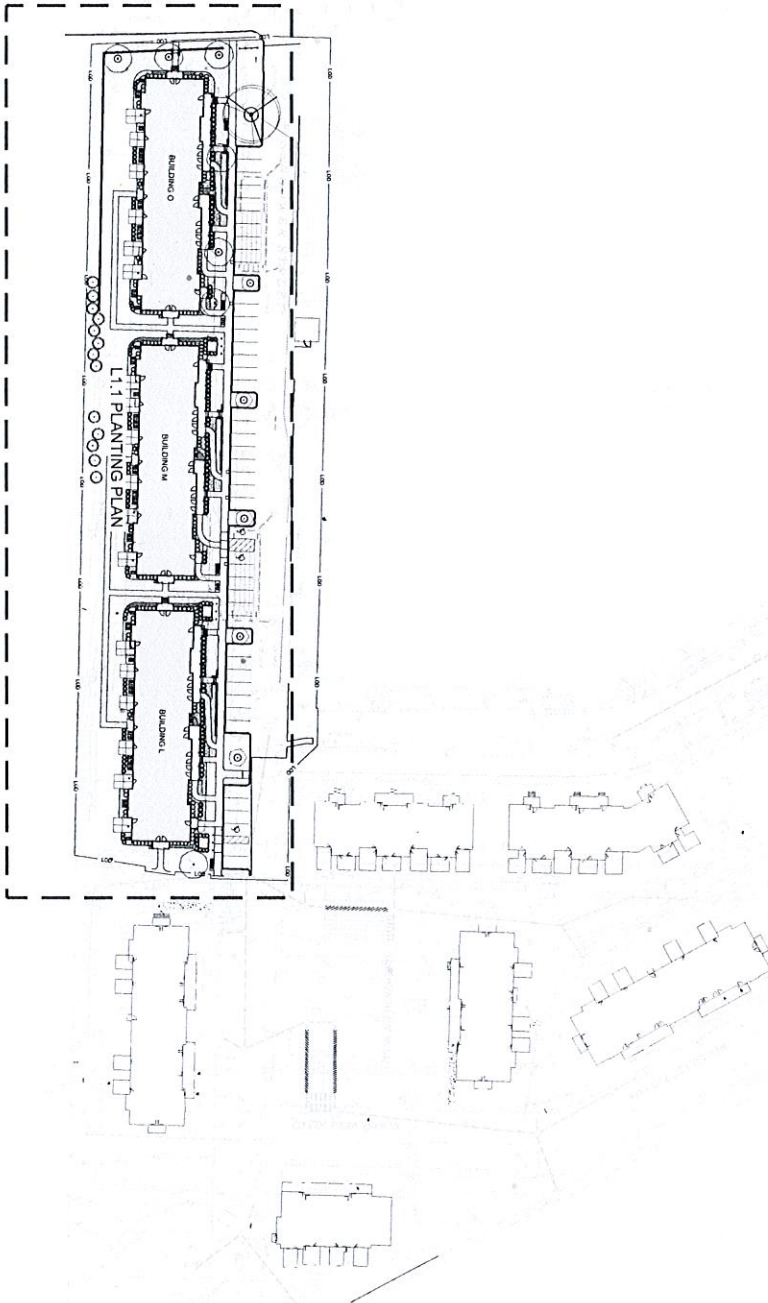
thence proceeding S 88°36'33" E, bounded northerly by the said "Parcel C", a distance of five hundred sixty eight and 00/100 (568.00') feet to the northeasterly corner of the parcel herein-described;

thence proceeding S 01°23'27" W, bounded easterly by the said "Parcel C", a distance of one hundred five and 02/100 (105.02') feet to land now or formerly of Looking Upwards, Inc. and the southeasterly corner of the parcel herein-described;

thence proceeding N 88°48'48" W, bounded southerly in part by the said Looking Upwards, Inc. land, in part by land now or formerly of Thomas Mazza & Dawn M. Mascis, in part by land now or formerly of John M. & Janice M. Shea, in part by land now or formerly of Christopher & Jacqueline M. Healy, in part by land now or formerly of The Colecchia Family Living Trust, in part by land now or formerly of Lori E.B. & Randolph Chestang, IV and in part by land now or formerly of Eileen M. & Mary C. Silvia, a distance of five hundred sixty and 60/100 (560.60') feet to the easterly street line of Hillside Avenue and the southwesterly corner of the parcel herein-described;

thence proceeding N 02°34'02" W, by and with the easterly street line of said Hillside Avenue, a distance of one hundred seven and 28/100 (107.28') feet to the point and place of beginning.

The above-described parcel contains 59,832 square feet (1.374 acres) of land.



SHEET NO.  
**L1.0**

**KEY PLAN**

|             |            |
|-------------|------------|
| DESIGNED BY | CHECKED BY |
| YF          | AI         |
| DATE ISSUED | SCALE      |
| 10/18/2024  | AS SHOWN   |
| PROJ. NO.   | R1002      |

SHEET TITLE

NO. RECORDING DATE

NO. RECORDING DATE

NO. RECORDING DATE

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STAMP



**TRAVERSE**  
landscape architects  
150 Chestnut Street, 4th Floor  
Providence, RI 02903





# PARK HOLM - PHASE 5A

PROPOSED PHASES DIAGRAM

JUNE 23, 2023

NOT TO SCALE







City of Newport  
**REQUEST FOR CITY COUNCIL ACTION**

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To: Council Chair Charles Holder & Members of the City Council  
From: Colin K. Kennedy, MPA, City Manager *Col. K.*  
Date: March 14, 2025  
Subject: Ordinance Amendment – Title 10.32.070-Residential Parking Permits-Visitor Passes-Temporary Permits  
Staff Presentation: Nicholas Armour, MPA, MUP, Zoning Officer

**RECOMMENDATION:**

Amend City Ordinance 10.32.070 “Residential Parking Permits/Visitor Passes/Temporary Permits” by deleting paragraph “F” in its entirety and to amend paragraph “G” and its reference to paragraph “F”.

**BACKGROUND AND FINDINGS:**

City staff have recognized a contradiction between Municipal Ordinance **10.32.070 – Residential Parking Permits/Visitor Passes/Temporary Permits** and Zoning Ordinance **17.104.020 – Parking Space Standards**.

The issuance of one **blank visitor pass** for each [Guest House] rooming unit, less the number of off-street spaces provided on a parking lot of the same ownership as the guest house **shall no longer apply**, due to the existing Zoning Ordinance requirement of one space for every guest bedroom, one space for the required manager, and one space for every three employees; all located on the same lot with the facility with the exception of an allowance for the property owner to create additional parking within an adjacent city-owned public parking facility pursuant to Section 17.100.050(C), Transient Guest Facilities.

**PREVIOUS LEGISLATIVE ACTION**

Municipal Ordinance 10.32.070  
Zoning Ordinance 17.104.020

**FISCAL IMPACT**

☐ Currently Budgeted (Account \_\_\_\_\_) ☐ Requires additional appropriation ☒ No Fiscal Impact

**SUPPORTING DOCUMENTS**

Ordinance

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Finance Dept. Review: 3/19/25 Date By: RSN (if applicable)

RED=DELETE

BLUE=ADD

CITY OF NEWPORT

ORDINANCE

OF THE

COUNCIL

No.

AN ORDINANCE IN AMENDMENT OF TITLE 10 OF THE CODIFIED ORDINANCES OF THE CITY OF NEWPORT, RHODE ISLAND, REVISION OF 1994, AS AMENDED, ENTITLED, "VEHICLES & TRAFFIC":

BE IT ORDAINED by the City of Newport:

SECTION 1. Chapter 10.32 of the Codified Ordinances of the City of Newport, RI, Revision of 1994, as amended, entitled, "RESIDENTIAL PARKING PROGRAM" is hereby further amended, as follows:

**10.32.070. Residential parking permits-Visitor passes-Temporary permits.**

- A. Any resident over the age of sixteen (16) may apply for a residential parking permit for a noncommercial vehicle by completing an application therefor prescribed by the city manager, which application shall be designed to provide the following information:
1. The name and residential or commercial address of the owner of the vehicle;
  2. The name, residential or commercial address and driver's license number of the principal operator and the vehicle; and
  3. The make, model, color and registration number of the vehicle.

The driver's license and vehicle registration shall be presented with the application.

- B. Any resident over the age of sixteen (16) may apply for a residential parking permit for a commercial motor vehicle for which the manufacturer's weight does not exceed ten thousand (10,000) pounds, provided the commercial vehicle is the only form of transportation available to and from work, by complying with subsection A of this section. The driver's license and vehicle registration shall be presented with the application.



- C. Whenever the director of finance finds that the applicant qualifies under this chapter for a residential parking permit for the vehicle described in the application, he or she shall, upon payment of the fees set forth herein, issue one residential parking permit in the form of a sticker or other method prescribed by the city manager. There shall be no annual fee for residential parking permits for property owners and those whose vehicles carry a Rhode Island registration with a Newport address if they are sixty-five (65) years of age or older at the time of application, or for those whose applications are received by mail with a postmark prior to April 1 as long as the application includes the required documentation and no outstanding fees are due the city; the fee for applications postmarked April 1 or later shall remain two dollars per year. The fee for all others qualifying for a resident parking sticker shall be ten dollars per year. Said fee shall be payable at the time of the submission of the application for the permit. Regardless of any other provision of this chapter, a residential parking permit shall not be issued to any resident who owes the city outstanding payments for parking violations, fines or costs for motor vehicle-related violations, or motor vehicles excise taxes. The effective period of the permit shall be from May 1st through April 30th of the following year. The fee shall not be prorated and no portion of any fee shall be refundable. The permit shall also authorize three hours of free parking daily in the Mary Street parking lot.
- D. The director of finance may issue one general visitor pass per dwelling unit on a residential parking street and per dwelling unit of a property located at the corner of a residential parking street but with a different street name address. Such visitor pass shall be utilized only for one visitor vehicle. Such visitor pass shall indicate the year for which it is valid.
- E. The director of finance shall issue a temporary residential parking permit for use by a bona fide visitor to a dwelling unit on a residential parking street. An application for such a permit shall be made only by a resident of a dwelling unit on a residential parking street on such form as is prescribed by the city manager. The fee for a temporary residential parking permit for the same vehicle in a seven-day period shall be one dollar per permit for two days and two dollars for each subsequent day.

**DELETE PARAGRAPH F IN ITS ENTIRETY:**

~~F. Guest houses located on residential parking streets shall be issued one blank visitor pass for each rooming unit, less the number of off-street spaces provided on a parking lot of the same ownership as the guest house.~~

- ~~G.~~ F. Passes, as described in subsections D and E ~~and F~~ of this section, shall also be eligible to a dwelling unit or guest



house located on a street, or section of a street, within a designated residential parking district on which all on-street parking is prohibited by city ordinance.

- ~~H.~~ G. Owners of service vehicles doing business within the city shall qualify for issuance of temporary parking permits for specified periods of time at the discretion of the director of finance. Such temporary parking permits shall be in a form prescribed by the city manager and shall be valid only for the period indicated thereon.
- ~~I.~~ H. A resident who would otherwise qualify for a residential parking permit but utilizes as his or her principal vehicle a vehicle registered to an entity other than himself or herself shall qualify for the issuance of a fleet pass. Such fleet pass shall be in a form prescribed by the city manager and shall be valid only for the period indicated thereon.
- ~~J.~~ I. The director of finance may issue one general visitor pass for each residential unit located on a commercial street where residential parking has been implemented on the surrounding streets.
- K. J. A resident who would otherwise qualify for a residential parking permit but uses as his or her principal vehicle a leased vehicle must provide proof that the vehicle is leased in his or her name at the address on his/her driver's license or application for said permit.
- L. K. An applicant for a residential parking permit whose lease is for a duration of between six and nine months must show proof of rental dwelling registration, as required by Section 15.16.040, or must complete an affidavit of exemption for an owner-occupied premises, prior to issuance of a residential parking permit. Falsification of the records, including the affidavit, will lead to revocation of the residential parking permit in accordance with Section 10.32.140.

SECTION 2. This ordinance shall take effect upon its passage and all ordinances or parts of ordinances inconsistent herewith are hereby repealed.

IN COUNCIL  
READ AND PASSED

---

Laura C. Swistak, CMC  
City Clerk



17.104.020. - Parking space standards.

- A. Single- and two-family dwellings: two spaces for each dwelling unit, except that if the structure is within the historic zoning district, one space per dwelling unit shall be required. All such spaces shall be located on the same lot with the structure or on a contiguous lot if both the lots are owned by the same person, persons or entity.
- B. Multifamily dwellings: two spaces for each dwelling unit and located on the same lot with the structure.
- C. Churches, places of worship, theaters, convention or conference centers; religious, philanthropic, scientific, literary, historical, fraternal, and charitable institutions; cultural institutions, assembly halls, auditoriums, or stadiums and the like: one space for four legal occupants and located on the same lot with the facility.
- D. Museums: not fewer than ten spaces and one additional space for each three hundred (300) square feet of gross square footage in excess of two thousand (2,000) gross square feet, all located on the same lot with the facility. The parking of buses and motor coaches, along with other motor vehicles incidental to a museum use, shall be permitted as a matter of right in any lot that was used, in whole or in part, as of November 9, 1994, for parking incidental to that museum use. The preceding sentence shall apply regardless of whether or not that lot or any part thereof is located on the same lot as the museum facility. Any such parking area or change in any such parking area shall be subject to a development plan review under Chapter 17.88. All parking shall be on ground surface, and the idling of buses shall be in compliance with Chapter 5.64.090.
- E. Hospitals, convalescent homes, rest homes and the like: for hospitals, minimum of two spaces per bed; for convalescent homes, rest homes and the like: minimum of one space for each three beds and maximum of two spaces for each three beds, plus one additional space for every three employees during the largest daily work shift, and located on the same lot with the facility.
- F. Transient guest facilities: one space for every guest bedroom, one space for the required manager, and one space for every three employees; all located on the same lot with the facility with the exception of an allowance for the property owner to create additional parking within an adjacent city-owned public parking facility pursuant to Section 17.100.050(C), Transient guest facilities.
- G. Gasoline stations and motor vehicle dealers and repairers, establishments for auto washing and cleaning and the like: ten spaces and located on the same lot with the facility.
- H. Standard restaurants: one space for every one hundred fifty (150) square feet of customer service area (including, but not limited to, porches/patios/decks and terraces) plus one space for every three employees; all located on the same lot with the facility.
- I. Fast-food restaurants: one space for every two hundred seventy-five (275) square feet of gross square footage and located on the same lot with the facility.



- J. Retail establishments, and financial institutions: one space for every two hundred seventy-five (275) square feet of gross square footage and a maximum of two spaces for every two hundred seventy-five (275) square feet of gross footage and located on the same lot with the facility.
- K. Tavern: one space per one hundred (100) square feet of gross square footage, (including, but not limited to, porches/patios/decks and terraces) and located on the same lot with the facility.
- L. Professional and business offices, with the exception of offices for doctors and dentists, and radio and television broadcasting studios, excluding transmitting and receiving towers: one space for every three hundred fifty (350) square feet of gross square footage and located on the same lot with the facility.
- M. Medical and dental clinics and laboratories, physicians and dental offices: one space for every two hundred seventy-five (275) square feet of gross square footage and located on the same lot with the facility.
- N. Undertakers' establishments: forty (40) spaces plus ten spaces for each chapel or parlor in excess of one, all located on the same lot with the facility.
- O. Warehouses; wholesale businesses; trucking terminals; contractors' businesses; research laboratories; establishments for the manufacture, processing or assembling of goods; printing and publishing establishments; painting, woodworking, sheet metal, blacksmith, welding, tire recapping and machine shops; laundry, cleaning and dyeing plants, commercial scale energy systems; public utilities and private electric services; wholesale brewing, distilling, fermenting, fungicide or hydroponics and the like: a minimum of one space for each one and one-half employees during the largest daily work shift period and located on the same lot with the facility.
- P. Home occupations: one space for each nonresident employee; one space for each rental guest bedroom; all located on the same lot with the structure.
- Q. Accessory uses: one space for every four hundred (400) square feet of gross square footage and one space for every three employees normally employed as a result of the accessory use; all located on the same lot with the facility.
- R. Marina and boating instruction facilities: one space for each boat accommodated at the facility and one space for each 1.2 employees all located on the same lot with the facility.
- S. Day care centers and day camps for children and youth: one space for every three hundred (300) square feet of gross square footage and located on the same lot with the facility.
- T. Guest houses and historic guest houses: one space for each guest bedroom, one space for the manager, and one space for every three employees; all located on the same lot with the facility.
- U. Schools, colleges, and universities: one space for every five seats in the main auditorium or one space for every five seats in the classrooms, whichever is greater, all located on the same lot with the facility.
- V.

Fraternity or sorority houses and student dormitories: minimum of one space for every three occupants and maximum of two spaces for every three occupants and located on the same lot with the facility.

- W. Commercial indoor and outdoor recreation facilities: minimum of one space per one hundred (100) square feet of gross square footage and maximum of two spaces per one hundred (100) square feet of gross square footage and located on the same lot with the facility.
- X. Clubs for outdoor recreation: not fewer than fifteen (15) spaces, and a minimum of one additional space for every one hundred (100) square feet of gross square footage and maximum of two spaces per one hundred (100) square feet of gross square footage; all located on the same lot with the facility.
- Y. Uses permissible by special use permit for which there is no specific parking standard identified in this zoning code, shall comply with the off-street parking requirements specified in the special use permit.
- Z. Multifamily housing for the elderly and/or handicapped: minimum of one space for each dwelling unit and maximum of two spaces for each dwelling unit and located on the same lot with the facility.
- AA. Vacation guest facilities: minimum of one space for every guest bedroom and maximum of two spaces for every guest bedroom and minimum of one space for every three employees, and maximum of two spaces for every three employees; all located on the same lot with the facility.
- BB. Multifamily dwellings converted from former public school buildings which existed prior to January 1, 1955: one space per bedroom and maximum of two spaces for each dwelling unit, located on the same lot with the facility.
- CC. Libraries: one space for every seven hundred and fifty (750) square feet of gross square footage and located on the same lot with the facility.
- DD. Federal, state, and municipal buildings, excluding correctional institutions and hospitals for the mentally ill, and governmental employee parking lots: one space for every three hundred fifty (350) square feet of gross square footage and located on the same lot with the facility.
- EE. Horse-riding academies and boarding stables for horses: one space for every three horse stalls.
- FF. Arcades: one space for four legal occupants and located on the same lot with the facility.

(Ord. 2004-10 § 3, 2004; Ord. 2000-4 (part), 2000; Ord. 12-96 § 1 (4), 1996; Ord. 65-94 (part), 1994; prior code § 1264.04.01)

(Ord. No. 2010-25, § 2, 6-23-2010; Ord. No. 2019-03, § 1, 2-13-2019; Ord. No. 2023-38, § 1, 12-13-2023; Ord. No. 2024-33, § 1, 9-25-2024)



17.100.050. - Transient guest facilities.

Transient guest facilities and the like are subject to the following conditions:

- A. Each guest bedroom or unit for hire shall have a floor area of at least three hundred (300) square feet.
- B. In those zoning districts where a transient guest facility is allowed by right:
  - 1. No more than one guest bedroom for each four hundred (400) square feet of lot area.
  - 2. The height of such a facility may vary from the established building height for the district for the purpose of enclosing such items as HVAC equipment, elevator penthouses, or other appurtenances usually required to be above the roof level and not intended for human occupancy provided:
    - a. That the elevation of the finished ceiling of the highest habitable space does not exceed forty-eight (48) feet from the existing grade; and
    - b. That the design of the facility will be reviewed and approved through the development plan review process with a recommendation from the historic district commission; and
    - c. The property owner may meet the parking requirements of this zoning code by creating additional parking within an adjacent city-owned public parking facility. The ability to create the additional parking within adjacent city-owned public parking areas is conditioned on the property owner meeting the performance requirements established in Chapter 17.88, of this zoning code, and the approval of a parking agreement by the city council.
- C. There shall not be more than one guest bedroom for each one thousand five hundred (1,500) square feet of lot area in those zoning districts where a transient guest facility is allowed by special use permit.
- D. For new construction or renovations resulting in the upgrading of service, all utilities shall be installed underground.
- E. Transient guest facilities of ten (10) or more units, operated as time-share properties under the provisions of Rhode Island General Law Title 34, Chapter 41, may have stoves and similar cooking appliances within each unit.
- F. Time-share properties under the provisions of Rhode Island General Law Title 34, Chapter 41, shall only be permitted in those zoning districts where hotels are permitted as a matter of right or by special use permit; i.e., GB, WB and CI.
- G. Each transient guest facility is required to have a manager who is in charge and manages such rentals. This manager is not required to reside on the property of the transient guest facility.





City of Newport  
**REQUEST FOR CITY COUNCIL ACTION**

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**To:** Council Chair Charles Holder & Members of the City Council  
**From:** Colin K. Kennedy, MPA, City Manager *C. K.*  
**Date:** March 19, 2025  
**Subject:** Capital Improvement Program – Adoption in Concept  
**Staff Presentation:** James Nolan, Finance Director

**RECOMMENDATION:**

The Finance Department recommends the Council pass the attached resolution to adopt, in concept, the Recommended FY2026-2030 Capital Improvement Program.

**BACKGROUND AND FINDINGS:**

The Council received the Recommended FY2026-2030 Capital Improvement Program (CIP) and ordered advertised for public hearing on March 12, 2025 in compliance with Section 9-19 of the City's Charter.

Section 9-19 also provides that the City Council each year shall adopt, by resolution on or before the first regularly scheduled meeting in April, a Capital Improvement Plan.

**FISCAL IMPACT**

There is no fiscal impact at this time with the first and second years to be incorporated into the FY2026 & FY2027 proposed Biennial Operating Budget, as funding allows.

**SUPPORTING DOCUMENTS**

Resolution

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Finance Dept Review: *3/19/25* Date By: *RJN* (if applicable)

THE CITY OF NEWPORT

---

**RESOLUTION  
OF THE  
COUNCIL**

No. \_\_\_\_\_

**WHEREAS,** Section 9-19 of the City Charter of the City of Newport provides that the City Council each year shall adopt, by resolution on or before the first regularly-scheduled meeting in April, a Capital Improvement Program; and

**WHEREAS,** Section 9-19 also provides that a public hearing is to be held at least one week prior to adoption of the Capital Improvement Program; and

**WHEREAS,** on March 12, 2025, the Council held a public hearing to solicit comments on the Recommended FY2026-2030 Capital Improvement Program. NOW, THEREFORE, BE IT

**RESOLVED:** that the Council of the City of Newport hereby adopts, in concept, the Recommended FY2026-2030 Capital Improvement Program, with the first and second years to be incorporated into the FY2026 & FY2027 Proposed Biennial Operating Budget, as funding allows.

IN COUNCIL  
READ AND PASSED

---

Laura C. Swistak  
City Clerk

RED=DELETE

BLUE=ADD

CITY OF NEWPORT

ORDINANCE

OF THE

COUNCIL

NO.

AN ORDINANCE IN AMENDMENT OF TITLE TWO OF THE CODIFIED ORDINANCES OF THE CITY OF NEWPORT, RHODE ISLAND, REVISION OF 1994, AS AMENDED, ENTITLED, "ADMINISTRATION."

BE IT ORDAINED by the City of Newport:

SECTION 1. Chapter 2.120 of the Codified Ordinances of the City of Newport, Revision of 1994, as amended, entitled, "**General Fee Schedule**," is hereby further amended, as follows:

**2.120.010- Fees for permits and licenses**

The following fees for permits and licenses issued by the city are established:

|     |                                                                                                         |                           |                                      |
|-----|---------------------------------------------------------------------------------------------------------|---------------------------|--------------------------------------|
| 41. | Zoning Board of Review.                                                                                 |                           |                                      |
|     | Single- and two-family dwelling alterations and additions (regulatory and special use permit)           | <del>\$100.00</del> \$200 |                                      |
|     | Single- and Two-family dwellings, new and conversion (regulatory and special use permit)                | <del>150.00</del> \$300   |                                      |
|     | Multifamily dwellings, new and conversions, including rooming houses (regulatory or special use permit) | <del>300.00</del> \$600   |                                      |
|     | <del>—Multifamily dwellings, new and conversions, including rooming houses (special-use permit)</del>   | <del>300.00</del>         | plus \$25.00 for each unit requested |
|     | <del>Business-in-residence</del> Home Occupation (regulatory)                                           | <del>150.00</del> \$300   |                                      |
|     | <del>Business-in-residence</del> Home Occupation (special exception use permit)                         | <del>200.00</del> \$400   |                                      |
|     | Business, commercial and industrial (regulatory)                                                        | <del>200.00</del> \$400   |                                      |
|     | Business, commercial and industrial (special exception use permit)                                      | <del>300.00</del> \$600   |                                      |



|  |                                                                                                                                                  |                           |          |
|--|--------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|----------|
|  | Rest homes, nursing homes, hospitals, schools, institutions, transient guest facilities (regulatory and special <del>exception</del> use permit) | <del>300.00</del> \$600   |          |
|  | Temporary Use Permits                                                                                                                            | \$400                     |          |
|  | Use variance                                                                                                                                     | <del>350.00</del> \$750   |          |
|  | Appeals and other                                                                                                                                | <del>200.00</del> \$500   |          |
|  | Special meetings                                                                                                                                 | <del>500.00</del> \$1,000 |          |
|  | Abutter notice letters                                                                                                                           | 2.30                      | per page |

|     |                                               |                      |                                                     |
|-----|-----------------------------------------------|----------------------|-----------------------------------------------------|
| 49. | <del>Subdivision</del> Planning Applications. |                      |                                                     |
|     | <del>—Administrative — minor</del>            | <del>\$ 50.00</del>  |                                                     |
|     | <del>—Administrative — major</del>            | <del>100.00</del>    |                                                     |
|     | <del>—Advertising fee</del>                   | <del>75.00</del>     |                                                     |
|     | Administrative Subdivision                    | \$50.00              |                                                     |
|     | Minor Subdivision                             | \$150.00             | per phase of review                                 |
|     | Major Subdivision                             | \$150.00             | per phase of review                                 |
|     | Development Plan Review                       | \$750.00             |                                                     |
|     | Demolition Application                        | \$150.00             |                                                     |
|     | Unified Development Review                    | \$200.00<br>\$500.00 | for residential projects<br>for commercial projects |

SECTION 2. This ordinance shall take effect upon passage, and any ordinance or parts of ordinances inconsistent herewith are hereby repealed.

IN COUNCIL  
READ AND PASSED

---

Laura C. Swistak, CMC  
City Clerk

RED=DELETE  
BLUE=ADD

CITY OF NEWPORT

ORDINANCE

OF THE

COUNCIL

NO.

AN ORDINANCE IN AMENDMENT OF TITLE TWELVE OF THE CODIFIED ORDINANCES OF THE CITY OF NEWPORT, RHODE ISLAND, REVISION OF 1994, AS AMENDED, ENTITLED, "CITY HARBOR."

BE IT ORDAINED by the City of Newport:

SECTION 1. Chapter 12.28.100 of the Codified Ordinances of the City of Newport, Revision of 1994, as amended, entitled "City piers and docks," is hereby further amended as follows:

**12.28.100. City piers and docks.**

A. General Rules.

1. Swimming and/or fishing are not allowed from any public floating dock.
2. Swimming and/or fishing are not allowed from any public pier that is so posted.
3. Loading dock use is limited to the posted time restrictions and the vessel must be attended at all times.
4. A loading dock shall not be used as a dinghy dock.
5. A loading dock is not to be used by commercial vessels without prior authorization from the Newport Harbormaster.
6. The judgment of suitability and adequate water depth for use by any vessel is the responsibility of the operator of the vessel.
7. The harbormaster may remove vessels and dinghies not in working order, deemed unsafe, or not kept in accordance with the regulations set forth in Chapter 12.28 of the Codified Ordinances of the City of Newport.

B. Perrotti Park Marine Terminal and Transient Dock.

1. Operated by the City of Newport for marine transportation and related marine uses.
2. Vessel access is restricted to:
  - a. Vessels engaged in approved ferry service, cruise ship service, and harbor shuttle service.
  - b. Harbormaster and emergency vessels.

- c. Daily/hourly vessel dock rental under the direction of the harbormaster.
- d. Dingy dockage on the north side of the floating transient dock.
- e. Vessel loading/unloading.

C. Long Wharf Sea Wall.

- 1. No person shall moor or tie up a boat at or along the sea wall at Long Wharf without being provided permission to do so by the harbormaster and complying with all rules and regulations governing Newport Harbor.
- 2. All boats moored or tied up at or along the sea wall in violation of this section shall be removed at the direction of the harbormaster. Those boats not having crew to move them may be moved by the harbormaster, and the expense thereof shall be paid by the owner of the boat so moved.
- 3. Whoever violates this section shall be subject to the penalties enumerated in Rhode Island General Laws Section 46-4-6.6 or fined in an amount within the jurisdiction of the Newport Municipal Court.

D. Ann Street Pier.

- 1. Transient dockage for vessels up to forty (40) feet in length overall (LOA), limited to a maximum of forty-eight (48) hours **from May 1 through September 30.**
  - a. **These restrictions may be waived for special events, limited to no more than three (3) per the time period set forth above and for a maximum of 96 hours, only upon the express permission of the Harbor Master.**
- 2. **Dockage for vessels without size or time restrictions from October 1 through April 30 only upon the express permission of the harbormaster.**
- ~~2-3~~. Daily dinghy dockage. No overnight dinghy dockage.
- ~~3-4~~. Loading dock for harbor shuttles.

E. King Park Stone Pier Dinghy Dock.

- 1. Vessel access is limited to the floating dock area for use as daily dinghy dockage and landing and overnight dinghy dockage which overnight dinghy dockage is allowed only through a permit issued by the harbormaster.
- 2. Overnight dinghy dockage is limited to dinghies less than twelve (12) feet and/or other vessels approved by the harbormaster. No kayaks or paddleboards are allowed.
- 3. Capacity for overnight dockage will be determined by the harbormaster.



4. Outboard engines must be kept in the down position.
  5. All dinghies must use a single bow line with a minimum of four feet of slack.
  6. All locks must be single cable with a minimum of four feet of slack.
  7. Dinghies stored out of the water on the dock must not have an engine and capacity will be determined by the harbormaster.
- F. Van Zandt Pier. All vessel access is prohibited, including dinghies.
- G. Elm Street Pier. Vessel access is limited to the floating dock area for use as a loading dock only.
- H. West Extension Street Dinghy Dock.
1. Vessel access is limited to the floating dock area for use as daily dinghy dockage and landing and overnight dinghy dockage which overnight dinghy dockage is allowed only through a permit issued by the harbormaster.
  2. Dockage is limited to dinghies less than twelve (12) feet. No kayaks or paddleboards are allowed.

SECTION 2. This ordinance shall take effect upon its passage and all ordinances or parts of ordinances inconsistent herewith are hereby repealed.

IN COUNCIL  
READ AND PASSED

---

Laura C. Swistak, CMC  
City Clerk

CITY OF NEWPORT  
ORDINANCE  
OF THE  
COUNCIL

NO.

AN ORDINANCE IN AMENDMENT OF TITLE 17 OF THE CODIFIED ORDINANCES OF THE CITY OF NEWPORT, RHODE ISLAND, REVISION OF 1994, AS AMENDED, ENTITLED, "ZONING."

BE IT ORDAINED by the City of Newport:

SECTION 1. Chapter 17.04 of the Codified Ordinances of the City of Newport, RI, revision of 1994, as amended, entitled, "**GENERAL PROVISIONS**," is hereby further amended as follows:

**17.04.050. General requirements.**

- A. Generally. The provisions of this zoning code shall be minimum standards and shall apply uniformly to each class or kind of structure or land, except as hereinafter provided, and particularly as follows:
1. No building, structure or land shall hereafter be used or occupied, and no building or structure or part thereof shall hereafter be erected, constructed, reconstructed, moved or structurally altered, except in conformity with all of the regulations herein specified for the district in which it is located;
  2. No building or other structure shall hereafter be erected or altered:
    - a. To exceed the building height or bulk herein permitted,
    - b. To accommodate or house a greater number of families than herein permitted,
    - c. To occupy a greater percentage of lot area than herein permitted,
    - d. To have less setback than herein required, or
    - e. In any other manner contrary to the provisions of this zoning code;
  3. No setback or off-street parking or loading space required around or in connection with any building for the purpose of complying with this zoning code shall be included as part of a setback or off-street parking or loading space similarly required for any other building;
  4. No setback or lot existing at the time of April 13, 1977 shall be reduced in dimension or area below the minimum requirements set forth herein. Setbacks and lots created after this effective date shall meet the minimum requirements established herein.



B. Prohibited Uses. It is intended that any use not included in this zoning code as a permitted use is prohibited. To assist in the interpretation of such permitted uses, the following uses, the list of which is not intended to be complete, are specifically prohibited: motor vehicle race tracks; drive-in theaters; drive-in restaurants, except in a shopping center in the commercial-industrial (CI) district; carry-out restaurants; junk yards, marine salvage operations; mobile home parks; ammonia, chlorine or bleaching powder manufacture; industrial, processes utilizing the combustion of soil coal; blast furnaces; incinerators, including those in conjunction with any waste to energy plan; board, steam and drop hammers; creosote treatment and manufacture; petrochemical manufacture; distillation of coal, petroleum, refuse, grain, wood or bones; explosive manufacture or storage; glue, size or gelatin manufacture; grain drying; reduction, storage or dumping of slaughterhouse refuse, garbage, dead animals or offal; radioactive materials or waste; rawhides or skin storage, cleaning, curing or tanning; soap manufacture from animal fats: sulfuric, nitric, picric, carbolic or hydrochloric acid manufacture; the open storage of more than one unregistered or inoperable motor vehicle per lot, with the one unregistered or inoperable vehicle per lot not to be stored openly for more than thirty (30) days; casino-type gambling, including, but not limited to, video lottery terminal gambling, as a principal use or accessory use, the renting of buildings or portions thereof for occupancy for lodging accommodations for periods of twenty-nine (29) consecutive days or less with the exception of guest houses, historic guest houses, transient guest facilities and vacation guest facilities as defined in Section 17.08.010 and the rental of rooms as a home occupation pursuant to Section 17.100.130 (1)(9);

C. Setbacks. No structure shall extend within less than the minimum distances of any front line, side line or rear line as specified in this zoning code, except as follows or as otherwise provided:

1. Belt courses, canopies cornices, eaves, marquees pilasters, bay windows, stairs less than thirty (30) inches above grade, mechanical equipment (excluding condensers), and similar architectural features may project three feet into the area required for setback from a street or other line;
2. Fences, walls, and posts may be located without reference to setbacks, provided there is compliance with height limitations and other applicable sections of this zoning code;
3. Athletic equipment may not be located within five feet of a side or rear line or within fifteen (15) feet of a front line;



4. Outdoor lighting facilities greater than ten feet in height shall not extend within ten feet of any front line;
  5. In the case of a portion of a lot in a nonresidential district, which portion is contiguous to a railroad right-of-way, no setback from such a contiguous side or rear lot line is required;
  6. The setback from the front line can be decreased from that required by a particular zoning district provided that such reduced setback may be no less than the front setback of either structure on the adjoining lots. This provision is applicable only when a lot is bounded on one or both side by another lot. A lot entirely bounded by streets must comply with the standard setback provision as required;
  7. Setbacks applicable to accessory uses are as provided for in Chapters 17.96, 17.100 and 17.104;
- D. Height of Structures. Except as otherwise provided, no structure shall exceed the maximum height specified in this zoning code. Such regulations shall not apply to spires, belfries, cupolas, flagpoles, water tanks, ventilators, farm silos, elevator penthouses, chimneys or other appurtenances usually required to be above the roof level and not intended for human occupancy, provided that such structures are incidental to a permitted use located on the same property, and except that for buildings which are located in a general business district and which were erected prior to the date of April 13, 1977, where all or a portion of any such building is in excess of the maximum building height permitted in this zoning code, rehabilitation and alteration of such building is permitted within the confines of the width and length dimensions of the building to a height not to exceed fifty (50) feet, or the highest portion of the structure presently existing, whichever is lower.
- E. Dwellings Units. Whenever in this Code the terms "single-family dwelling(s)," "two family dwelling(s)" or "multifamily dwelling(s)" are used in district use regulations, the term "family" used therein shall have the same meaning as "household" and the term "dwellings" shall have the same meaning as "dwelling unit," as these terms are defined in Section 17.08.010.
- F. Outside Storage in Nonresidential Districts. Except as otherwise provided in nonresidential districts, outside storage, including storage of merchandise, supplies, machinery and other materials and the outside manufacture, processing or assembling of goods, but excluding areas for parking of registered motor vehicles in daily use, shall not extend into the area required for setback from any line and shall be enclosed by buildings, fences, walls, embankments or evergreen shrubs or trees so as to screen the storage area from view from any other lot or from any street.



- G. Site Development in Nonresidential District. Except as otherwise provided site development in nonresidential districts shall be as follows:
1. Off-Street Parking and Loading. All off-street parking and loading shall conform to the standards specified in this zoning code.
  2. Driveways. There shall be not more than one driveway entering any lot from any one street if such lot has a frontage of less than one hundred (100) feet. For other lots, there shall be not more than two driveways entering from any one street, except that there may be one additional driveway for each additional three hundred (300) feet of lot frontage in excess of three hundred (300) feet. Driveways shall not exceed thirty (30) feet in width at the street line unless greater width is required by the state. Driveways shall intersect with the street line at an angle of about ninety (90) degrees.
  3. Landscaping. All areas not used for structures, off-street parking and loading, outside storage and vehicular and pedestrian ways, shall be suitably landscaped with trees and/or shrubs, lawns or other suitable landscape development features and suitably maintained. Along and adjacent to any residential district boundary line, there shall be a screen consisting of existing vegetation, evergreen planting or wooden fencing, depending on the uniqueness of the property, which screen shall be of sufficient density and height to effectively screen the nonresidential use from the adjacent residential district.
- H. Wetlands. Except as otherwise provided in the R-60, R-120 and R-160 districts, no main structure shall be located within one hundred (100) feet of the mean high water level of tidal waters or within one hundred (100) feet of a wetland so designated by the State Department of Environmental Management and no septic system or any part thereof shall be located within two hundred (200) feet of the mean high water level of tidal waters or within two hundred (200) feet of a wetland so designated by the State Department of Environmental Management.
- I. Off-street Parking and Loading. It is the intent of the off-street parking and loading provisions to ensure that off-street parking and loading spaces are provided to accommodate the motor vehicles of all persons normally using or visiting a use or structure at any one time. For any permitted use, to include changes from one permitted use to another permitted use, such spaces shall be provided in accordance with the standards hereinafter specified and as amended. However, if the existing and proposed uses are permitted by right and the change of use is occurring within a structure that exists at the time of the adoption of this amendment, (Ord. No. 2010-25), and the new use requires an equal or less amount of off-



street parking as required under other provisions of this Code, then such additional spaces shall not be required. All spaces required to be provided by this zoning code shall be permanently maintained and made available for occupancy in connection with and for the full duration of the use of land or structures for which such spaces are herein required.

- J. Damage or Destruction. For any existing conforming or legally nonconforming building or use which subsequently thereto is damaged or destroyed by fire, collapse, explosion or other cause, and which is reconstructed, reestablished or repaired within one year, off-street parking or loading facilities need not be provided within such period of reconstruction, re-establishment or repair; except that parking or loading shall be restored or continued in operation. However, in no case shall it be necessary to restore or maintain parking or loading facilities in excess of those required by this zoning code for equivalent new uses or construction.

In those instances where the building official certifies that the condition of the building is structurally unsound and a hazardous safety situation to the general public exists, the preceding approval process need not be followed.

ADD:

K. Decks on residential properties. Decks on residentially-zoned properties and on non-residentially-zoned properties that have been approved for residential and/or Guest House use must follow the following dimensional requirements. For purposes of this section, "Second Floor deck" means a deck with a surface level greater than 5 feet above grade, but no greater than 15 feet above grade, and "Third floor deck" means a deck with a surface level greater than 15 feet above grade but no greater than 25 feet above grade.

- i. First Floor "ground-level" decks. Allowed by-right, following standard setbacks for main buildings and lot coverage limitations, per the dimensional standards in §17.12.040 based on the zoning district in which the property is located.
- ii. Second Floor decks and balconies.
  - a. Decks. Allowed following standard setbacks for main buildings per the dimensional standards in §17.12.040 based on the zoning district in which the property is located. Limited to 100 sq.ft. in total size.
  - b. Balconies. Only allowed to project no greater than 4 feet from the exterior wall of the house, following standard setback requirements. Limited to 40 sq.ft. in total size.
- iii. Third Floor decks and balconies.



- a. Decks. Only allowed over existing portions of the building, and must be in-set three feet from exterior edge of the floor below and following standard setbacks for main buildings per the dimensional standards in §17.12.040 based on the zoning district in which the property in which the property is located. Limited to 30 sq.ft. in total size.
- b. Balconies. Only allowed to project no greater than 3 feet from the exterior wall of the house, following standard setback requirements. Limited to 24 sq.ft. in total size.
- iv. Above the Third Floor. No decks or balconies are allowed above the third floor of any residential structure, including any "roof" decks.
- v. Existing Decks. Decks or balconies in existence prior to the passage of this code are allowed to be retained and repaired, but any modification to such decks or balconies must comply with the standards established above.

SECTION 2. This ordinance shall take effect upon its passage and all ordinances or parts of ordinances inconsistent herewith are hereby repealed.

IN COUNCIL  
READ AND PASSED

---

LAURA C. SWISTAK, CMC  
CITY CLERK

CITY OF NEWPORT  
ORDINANCE  
OF THE  
COUNCIL  
NO.

AN ORDINANCE IN AMENDMENT OF TITLE 17 OF THE CODIFIED ORDINANCES OF THE CITY OF NEWPORT, RHODE ISLAND, REVISION OF 1994, AS AMENDED, ENTITLED, "ZONING."

BE IT ORDAINED by the City of Newport:

SECTION 1. Chapter 17.16 of the Codified Ordinances of the City of Newport, RI, revision of 1994, as amended, entitled, "**R-3 Residential District**," is hereby further amended as follows:

**17.16.020. Use regulations.**

A. The following uses are permitted by right:

1. Single-family dwellings;
2. Two-family dwellings;
3. Home occupations;
4. Churches and places of worship;
5. Nursery schools and day care centers;
6. Parks, playgrounds and playing fields;
7. Community residences;
8. Family day care homes;
9. Municipal and public service corporation buildings and facilities; community water supply reservoirs; community well houses; water towers, water and sewage treatment facilities, water and sewage pumping stations;
10. Accessory uses with respect to the foregoing.

ADD:

**11. Decks, following dimensional standards described in §17.04.050 (K)**

SECTION 2. Chapter 17.16.040 of the Codified Ordinances of the City of Newport, Revision of 1994, as amended, entitled "Setback requirements" is hereby further amended as follows:

**17.16.040. Setback requirements.**

The minimum setback requirements are:

- A. Front line, zero feet; ADD: for new construction and additions, five feet;
- B. Side line, three feet;
- C. Rear line, five feet.

SECTION 3. This ordinance shall take effect upon its passage and all ordinances or parts of ordinances inconsistent herewith are hereby repealed.

IN COUNCIL  
READ AND PASSED

---

LAURA C. SWISTAK, CMC  
CITY CLERK



CITY OF NEWPORT  
ORDINANCE  
OF THE  
COUNCIL  
NO.

AN ORDINANCE IN AMENDMENT OF TITLE 17 OF THE CODIFIED ORDINANCES OF THE CITY OF NEWPORT, RHODE ISLAND, REVISION OF 1994, AS AMENDED, ENTITLED, "ZONING."

BE IT ORDAINED by the City of Newport:

SECTION 1. Chapter 17.20 of the Codified Ordinances of the City of Newport, RI, revision of 1994, as amended, entitled, "**R-10 Residential District**," is hereby further amended as follows:

**17.20.020. Use regulations.**

A. The following uses are permitted by right:

1. Single-family dwellings;
2. Two-family dwellings;
3. Home occupations;
4. Churches and places of worship;
5. Nursery schools and day care centers;
6. Parks, playgrounds and playing fields;
7. Community residences;
8. Family day care homes;
9. Municipal and public service corporation buildings and facilities; community water supply reservoirs; community well houses; water towers, water and sewage treatment facilities, water and sewage pumping stations;
10. Accessory uses with respect to the foregoing;
11. Residential scale wind energy system.
12. Conversion to a multifamily dwelling of former public school buildings which existed prior to January 1, 1955, on a lot or lots containing a total of at least forty-five thousand (45,000) square feet in area, excluding the former Coggeshall School.

ADD:

- 13. Decks, following dimensional standards described in §17.04.050 (K)**

SECTION 2. This ordinance shall take effect upon its passage and all ordinances or parts of ordinances inconsistent herewith are hereby repealed.

IN COUNCIL  
READ AND PASSED

---

LAURA C. SWISTAK, CMC  
CITY CLERK

CITY OF NEWPORT  
ORDINANCE  
OF THE  
COUNCIL  
NO.

AN ORDINANCE IN AMENDMENT OF TITLE 17 OF THE CODIFIED ORDINANCES OF THE CITY OF NEWPORT, RHODE ISLAND, REVISION OF 1994, AS AMENDED, ENTITLED, "ZONING."

BE IT ORDAINED by the City of Newport:

SECTION 1. Chapter 17.24 of the Codified Ordinances of the City of Newport, RI, revision of 1994, as amended, entitled, "**R-10A Residential District**," is hereby further amended as follows:

**17.24.020. Use regulations.**

A. The following uses are permitted by right:

1. Single-family dwellings;
2. Home occupations;
3. Churches and places of worship;
4. Parks, playgrounds and playing fields;
5. Community residences;
6. Family day care homes;
7. Municipal and public service corporation buildings and facilities; community water supply reservoirs; community well houses; water towers, water and sewage treatment facilities, water and sewage pumping stations;
8. Accessory uses with respect to the foregoing;
9. Residential scale wind energy system.

**ADD:**

**10. Decks, following dimensional standards described in §17.04.050 (K)**

SECTION 2. This ordinance shall take effect upon its passage and all ordinances or parts of ordinances inconsistent herewith are hereby repealed.

IN COUNCIL  
READ AND PASSED

---

LAURA C. SWISTAK, CMC  
CITY CLERK



CITY OF NEWPORT  
ORDINANCE  
OF THE  
COUNCIL  
NO.

AN ORDINANCE IN AMENDMENT OF TITLE 17 OF THE CODIFIED ORDINANCES OF THE CITY OF NEWPORT, RHODE ISLAND, REVISION OF 1994, AS AMENDED, ENTITLED, "ZONING."

BE IT ORDAINED by the City of Newport:

SECTION 1. Chapter 17.28 of the Codified Ordinances of the City of Newport, RI, revision of 1994, as amended, entitled, "**R-20 Residential District**," is hereby further amended as follows:

**17.28.020. Use regulations.**

A. The following uses are permitted by right:

1. Single-family dwellings;
2. Two-family dwellings;
3. Home occupations;
4. Churches and places of worship;
5. Nursery schools and day care centers;
6. Parks, playgrounds and playing fields;
7. Community residences;
8. Family day care homes;
9. Municipal and public service corporation buildings and facilities; community water supply reservoirs; community well houses; water towers, water and sewage treatment facilities, water and sewage pumping stations;
10. Accessory uses with respect to the foregoing;
11. Residential scale wind energy system.

ADD: 12. Decks, following dimensional standards described in §17.04.050 (K)

SECTION 2. This ordinance shall take effect upon its passage and all ordinances or parts of ordinances inconsistent herewith are hereby repealed.

IN COUNCIL  
READ AND PASSED

---

LAURA C. SWISTAK, CMC  
CITY CLERK

CITY OF NEWPORT  
ORDINANCE  
OF THE  
COUNCIL  
NO.

AN ORDINANCE IN AMENDMENT OF TITLE 17 OF THE CODIFIED ORDINANCES OF THE CITY OF NEWPORT, RHODE ISLAND, REVISION OF 1994, AS AMENDED, ENTITLED, "ZONING."

BE IT ORDAINED by the City of Newport:

SECTION 1. Chapter 17.32 of the Codified Ordinances of the City of Newport, RI, revision of 1994, as amended, entitled, "**R-40 Residential District**," is hereby further amended as follows:

**17.32.020. Use regulations.**

A. The following uses are permitted by right:

1. Single-family dwellings;
2. Two-family dwellings;
3. Temporary housing for yachting organizations;
4. Home occupations;
5. Churches and places of worship;
6. Nursery schools and day care centers;
7. Parks, playgrounds and playing fields;
8. Community residences;
9. Family day care homes;
10. Municipal and public service corporation buildings and facilities; community water supply reservoirs; community well houses; water towers, water and sewage treatment facilities, water and sewage pumping stations;
11. Accessory uses with respect to the foregoing;
12. Residential scale wind energy system.

**ADD: 13. Decks, following dimensional standards described in §17.04.050 (K)**

SECTION 2. This ordinance shall take effect upon its passage and all ordinances or parts of ordinances inconsistent herewith are hereby repealed.

IN COUNCIL  
READ AND PASSED

---

LAURA C. SWISTAK, CMC  
CITY CLERK

CITY OF NEWPORT  
ORDINANCE  
OF THE  
COUNCIL  
NO.

AN ORDINANCE IN AMENDMENT OF TITLE 17 OF THE CODIFIED ORDINANCES OF THE CITY OF NEWPORT, RHODE ISLAND, REVISION OF 1994, AS AMENDED, ENTITLED, "ZONING."

BE IT ORDAINED by the City of Newport:

SECTION 1. Chapter 17.36 of the Codified Ordinances of the City of Newport, RI, revision of 1994, as amended, entitled, "**R-40A Residential District**," is hereby further amended as follows:

**17.36.020. Use regulations.**

A. The following uses are permitted by right:

1. Single-family dwellings;
2. Home occupations;
3. Churches and places of worship;
4. Parks, playgrounds and playing fields;
5. Community residences;
6. Family day care homes;
7. Municipal and public service corporation buildings and facilities; community water supply reservoirs; community well houses; water towers, water and sewage treatment facilities, water and sewage pumping stations;
8. Accessory uses with respect to the foregoing;
9. Residential scale wind energy system.

ADD: 10. Decks, following dimensional standards described in §17.04.050 (K)

SECTION 2. This ordinance shall take effect upon its passage and all ordinances or parts of ordinances inconsistent herewith are hereby repealed.

IN COUNCIL  
READ AND PASSED

---

LAURA C. SWISTAK, CMC  
CITY CLERK



CITY OF NEWPORT  
ORDINANCE  
OF THE  
COUNCIL  
NO.

AN ORDINANCE IN AMENDMENT OF TITLE 17 OF THE CODIFIED ORDINANCES OF THE CITY OF NEWPORT, RHODE ISLAND, REVISION OF 1994, AS AMENDED, ENTITLED, "ZONING."

BE IT ORDAINED by the City of Newport:

SECTION 1. Chapter 17.40 of the Codified Ordinances of the City of Newport, RI, revision of 1994, as amended, entitled, "**R-60 Residential District**," is hereby further amended as follows:

**17.40.020. Use regulations.**

A. The following uses are permitted by right:

1. Single-family dwellings;
2. Two-family dwellings;
3. Temporary housing for yachting organizations;
4. Home occupations;
5. Churches and places of worship;
6. Nursery schools and day care centers;
7. Parks, playgrounds and playing fields;
8. Community residences;
9. Family day care homes;
10. Municipal and public service corporation buildings and facilities; community water supply reservoirs; community well houses; water towers, water and sewage treatment facilities, water and sewage pumping stations;
11. Established museum parking;
12. Accessory uses with respect to the foregoing.

ADD: 13. Decks, following dimensional standards described in §17.04.050 (K)

SECTION 2. This ordinance shall take effect upon its passage and all ordinances or parts of ordinances inconsistent herewith are hereby repealed.

IN COUNCIL  
READ AND PASSED

---

LAURA C. SWISTAK, CMC  
CITY CLERK

CITY OF NEWPORT  
ORDINANCE  
OF THE  
COUNCIL  
NO.

AN ORDINANCE IN AMENDMENT OF TITLE 17 OF THE CODIFIED ORDINANCES OF THE CITY OF NEWPORT, RHODE ISLAND, REVISION OF 1994, AS AMENDED, ENTITLED, "ZONING."

BE IT ORDAINED by the City of Newport:

SECTION 1. Chapter 17.44 of the Codified Ordinances of the City of Newport, RI, revision of 1994, as amended, entitled, "**R-120 Residential District**," is hereby further amended as follows:

**17.44.020. Use regulations.**

A. The following uses are permitted by right:

1. Single-family dwellings;
2. Two-family dwellings;
3. Temporary housing for yachting organizations;
4. Home occupations;
5. Churches and places of worship;
6. Farms, truck gardens, nurseries, forestry, excluding the keeping of livestock and poultry for commercial purposes;
7. Nursery schools and day care centers;
8. Parks, playgrounds and playing fields;
9. Horses or ponies for hire; riding academies or boarding stables;
10. Community residences;
11. Family day care homes;
12. Municipal and public service corporation buildings and facilities; community water supply reservoirs; community well houses; water towers, water and sewage treatment facilities, water and sewage pumping stations;
13. Accessory uses with respect to the foregoing.
14. Temporary accessory uses for major recreational events.

ADD: 15. Decks, following dimensional standards described in §17.04.050 (K)

SECTION 2. This ordinance shall take effect upon its passage and all ordinances or parts of ordinances inconsistent herewith are hereby repealed.

IN COUNCIL  
READ AND PASSED

---

LAURA C. SWISTAK, CMC  
CITY CLERK



CITY OF NEWPORT  
ORDINANCE  
OF THE  
COUNCIL  
NO.

AN ORDINANCE IN AMENDMENT OF TITLE 17 OF THE CODIFIED ORDINANCES OF THE CITY OF NEWPORT, RHODE ISLAND, REVISION OF 1994, AS AMENDED, ENTITLED, "ZONING."

BE IT ORDAINED by the City of Newport:

SECTION 1. Chapter 17.48 of the Codified Ordinances of the City of Newport, RI, revision of 1994, as amended, entitled, "**R-160 Residential District**," is hereby further amended as follows:

**17.48.020. Use regulations.**

A. The following uses are permitted by right:

1. Single-family dwellings;
2. Two-family dwellings;
3. Home occupations;
4. Churches and places of worship;
5. Farms, truck gardens, nurseries, forestry, excluding the keeping of livestock and poultry for commercial purposes;
6. Nursery schools and day care centers;
7. Parks, playgrounds and playfields;
8. Horses or ponies for hire; riding academies or boarding stables;
9. Community residences;
10. Family day care homes;
11. Municipal and public service corporation buildings and facilities; community water supply reservoirs; community well houses; water towers, water and sewage treatment facilities, water and sewage pumping stations;
12. Accessory uses with respect to the foregoing.
13. Temporary accessory uses for major recreational events.

ADD: 14. Decks, following dimensional standards described in §17.04.050 (K)

SECTION 2. This ordinance shall take effect upon its passage and all ordinances or parts of ordinances inconsistent herewith are hereby repealed.

IN COUNCIL  
READ AND PASSED

---

LAURA C. SWISTAK, CMC  
CITY CLERK

CITY OF NEWPORT  
ORDINANCE  
OF THE  
COUNCIL

NO. \_\_\_\_\_

AN ORDINANCE IN AMENDMENT OF TITLE 17 OF THE CODIFIED ORDINANCES OF THE CITY OF NEWPORT, RHODE ISLAND, REVISION OF 1994, AS AMENDED, ENTITLED, "ZONING."

BE IT ORDAINED by the City of Newport:

SECTION 1. Chapter 17.52 of the Codified Ordinances of the City of Newport, RI, revision of 1994, as amended, entitled, "**Limited Business District**"

**17.52.020. Use regulations.**

A. The following uses are permitted by right:

1. Single-family dwellings;
2. Two-family dwellings;
3. Reserved;
4. Home occupations;
5. Churches and places of worship;
6. Schools of limited instruction;
7. Parks, playgrounds and playing fields;
8. Standard restaurants;
9. Professional and business offices;
10. Banks and other financial institutions;
11. Stores where goods are sold or service is rendered primarily at retail;
12. Community residences;
13. Family day care homes;
14. Municipal and public service corporation buildings and facilities; community water supply reservoirs; community well houses; water towers, water and sewage treatment facilities, water and sewage pumping stations;
15. Accessory uses with respect to the foregoing.

ADD: 16. Decks, following dimensional standards described in §17.04.050 (K)



SECTION 2. This ordinance shall take effect upon its passage and all ordinances or parts of ordinances inconsistent herewith are hereby repealed.

IN COUNCIL  
READ AND PASSED

---

Laura C. Swistak, CMC  
City Clerk

CITY OF NEWPORT  
ORDINANCE  
OF THE  
COUNCIL

NO. \_\_\_\_\_

AN ORDINANCE IN AMENDMENT OF TITLE 17 OF THE CODIFIED ORDINANCES OF THE CITY OF NEWPORT, RHODE ISLAND, REVISION OF 1994, AS AMENDED, ENTITLED, "ZONING."

BE IT ORDAINED by the City of Newport:

SECTION 1. Chapter 17.56 of the Codified Ordinances of the City of Newport, RI, revision of 1994, as amended, entitled, "**Waterfront Business District**," is hereby further amended as follows:

**17.56.020. Use regulations.**

A. The following uses are permitted by right:

1. Single-family dwellings;
2. Two-family dwellings;
3. Guest houses;
4. Home occupations;
5. Churches and places of worship;
6. Schools of limited instruction;
7. Parks, playgrounds and playing fields;
8. Standard restaurants;
9. Professional and business offices;
10. Stores where goods are sold or service is rendered primarily at retail;
11. Radio and television broadcasting studios, excluding transmitting and receiving towers;
12. Research laboratories;
13. Fish and seafood receiving, handling, storage and shipping;
14. Boat building and repair;
15. Marinas;
16. Painting and woodworking shops;
17. Community residences;
18. Family day care homes;

19. Municipal and public service corporation buildings and facilities; community water supply reservoirs; community well houses; water towers, water and sewage treatment facilities, water and sewage pumping stations;
20. Maritime museums.
21. Accessory uses with respect to the foregoing.

ADD:22. Decks, following dimensional standards described in §17.04.050 (K)

SECTION 2. This ordinance shall take effect upon its passage and all ordinances or parts of ordinances inconsistent herewith are hereby repealed.

IN COUNCIL  
READ AND PASSED

---

Laura C. Swistak, CMC  
City Clerk



CITY OF NEWPORT  
ORDINANCE  
OF THE  
COUNCIL

NO. \_\_\_\_\_

AN ORDINANCE IN AMENDMENT OF TITLE 17 OF THE CODIFIED ORDINANCES OF THE CITY OF NEWPORT, RHODE ISLAND, REVISION OF 1994, AS AMENDED, ENTITLED, "ZONING."

BE IT ORDAINED by the City of Newport:

SECTION 1. Chapter 17.60 of the Codified Ordinances of the City of Newport, RI, revision of 1994, as amended, entitled, "**General Business District**," is hereby further amended as follows:

**Section 17.60.020 - Use Regulations.**

**17.60.020. Use regulations.**

A. The following uses are permitted by right:

1. Single-family dwellings;
2. Two-family dwellings;
3. Guest houses;
4. Home occupations;
5. Churches and places of worship;
6. Schools of limited instruction;
7. Nursery schools and day care centers;
8. Parks, playgrounds and playing fields;
9. Transient guest facilities;
10. Standard restaurants;
11. Bus terminals on a lot having a minimum area of twenty-five thousand (25,000) square feet;
12. Professional and business offices;
13. Banks and other financial institutions;
14. Stores where goods are sold or service is rendered primarily at retail;
15. Radio and television broadcasting studios, excluding transmitting and receiving towers;
16. Commercial indoor recreation facilities;
17. Printing and publishing establishments;
18. Research laboratories;

19. Painting and woodworking shops;
20. Theaters;
21. Emergency low-income housing facilities;
22. Vacation guest facilities;
23. Nonprofit multifamily housing for the elderly and/or handicapped;
24. Community residences;
25. Family day care homes;
26. Municipal and public service corporation buildings and facilities; community water supply reservoirs; community well houses; water towers, water and sewage treatment facilities, water and sewage pumping stations;
27. Accessory uses with respect to the foregoing.

ADD: 28. Decks, following dimensional standards described in §17.04.050 (K)

SECTION 2. This ordinance shall take effect upon its passage and all ordinances or parts of ordinances inconsistent herewith are hereby repealed.

IN COUNCIL  
READ AND PASSED

---

Laura C. Swistak, CMC  
City Clerk

CITY OF NEWPORT

ORDINANCE

OF THE

COUNCIL

NO.

AN ORDINANCE IN AMENDMENT OF TITLE 17 OF THE CODIFIED ORDINANCES OF THE CITY OF NEWPORT, RHODE ISLAND, REVISION OF 1994, AS AMENDED, ENTITLED, "ZONING."

BE IT ORDAINED by the City of Newport:

SECTION 1. Chapter 17.72 of the Codified Ordinances of the City of Newport, RI, revision of 1994, as amended, entitled, "**Substandard Lots and Nonconforming Uses**," is hereby further amended as follows:

**17.72.010. Substandard lots of record—Effective January 1, 2024.**

- A. Notwithstanding the provisions of Section 17.72.030.C. to the contrary, a permitted use by right may be established on a single lot of record on the effective date of adoption or amendment of the zoning code, regardless of lot area or width, provided there is compliance with the limitations imposed by other provisions of this zoning code or relief from the same is obtained by way of a dimensional variance provided, however, where such substandard original lot is unimproved and has one or more common boundaries with another unimproved lot owned by the same owner or his/her affiliate, such lots shall be combined in accordance with the provisions of this section.
- B. If two or more unimproved lots or combinations of such lots or portions of such lots with continuous frontage in single ownership are of record at the time of passage or amendment of this zoning code, and if all or parts of the lots do not meet the requirements established for lot width and area, and a building or other use is proposed which utilizes such lots in combination, the land involved shall be consolidated. In this manner no portion of the lot created through consolidation may be used or sold in a manner which diminishes compliance with any of the requirements established by this zoning code. The merger of lots shall not be required when the substandard lot of record has an area equal to or greater than the area of fifty (50) percent of the lots within two hundred (200) feet of the subject lot, as confirmed by the zoning officer.



- C. If three or more unimproved lots or parcels of land in any residential zoning district, having one or more than one common boundary with another lot owned by the same owner or his/her or its affiliate, and one or more of these lots fails to meet the requirements established by zoning code for minimum lot width and area, such unimproved lots shall be considered to be an individual, undivided parcel of land for the purpose of this chapter. If the total lot width or lot area of such contiguous unimproved lots of record is less than required by this zoning code, such lots may be considered as a single nonconforming lot of record for the purpose of this chapter. The merger of lots shall not be required when the substandard lot of record has an area equal to or greater than the area of fifty (50) percent of the lots within two hundred (200) feet of the subject lot, as confirmed by the zoning officer.
- D. The provisions of subsections B. and C. of this section do not apply to any lot which has been assessed as a separate tax assessor's lot and which contains at least eighty thousand (80,000) square feet.
- E. The provisions of this section shall apply to all the districts specified in this zoning code and in merging substandard lots of record consideration shall be given to the availability of infrastructure, the character of the neighborhood, and the consistency with the comprehensive plan.
- F. Notwithstanding the failure of a single substandard lot of record or contiguous lots of record to meet the dimensional and/or quantitative requirements of this zoning ordinance, and/or road frontage or other access requirements applicable to the district as stated in the ordinance, a substandard lot of record shall not be required to seek any zoning relief based solely on the failure to meet minimum lot size requirements of the district in which such lot is located. For any structure proposed under this section on a substandard lot of record, the following dimensional regulations shall apply:
- i. Minimum building setbacks, lot frontage, and lot width requirements for a lot that is nonconforming in area shall be reduced by applying the building setback, lot frontage, and lot width requirements from another zoning district in the municipality in which the subject lot would be conforming as to lot area. If the subject lot is not conforming as to lot area in any zoning district in the municipality, the setbacks, lot frontage, and lot width shall be reduced by the same proportion that the area of such substandard lot meets the minimum lot area of the district in which the lot is located. By way of example, if the lot area of a substandard lot only meets forty



percent (40%) of the minimum lot area required in the district in which it is located, the setbacks, lot frontage, and lot width shall each be reduced to forty percent (40%) of the requirements for those dimensional standards in the same district.

- ii. Maximum lot building coverage for lots that are nonconforming in area shall be increased by the inverse proportion that the area of such substandard lot meets the minimum area requirements in the district in which the lot is located. By way of example, if the lot area of a substandard lot only meets forty percent (40%) of the required minimum lot area, the maximum lot building coverage is allowed to increase by sixty percent (60%) over the maximum permitted lot building coverage in that district.

**DELETE IN ITS ENTIRETY PARAGRAPH G**

- G. ~~The setback, frontage, and/or lot width requirements for a structure under this section shall be reduced and the maximum building coverage requirements shall be increased by the same proportion as the lot area of the substandard lot is to the minimum lot area requirement of the zoning district in which the lot is located. All proposals exceeding such reduced requirement shall proceed with a modification request under Chapter 17.108.010 or a dimensional variance request under Chapter 17.108.020, whichever is applicable.~~

**17.72.030. Alteration to nonconforming development.**

- A. Nothing in this zoning code shall be deemed to prevent the strengthening or restoring to a safe condition of any structure or part thereof declared to be unsafe by decree of any official charged with protecting the public safety, provided that such work does not increase the nonconformity thereof. Nothing in this zoning code shall be deemed to prohibit ordinary repair and maintenance of a nonconforming structure or replacement of existing materials, provided that such work does not increase the nonconformity thereof.
- B. No nonconforming use of land shall be moved to another part of a lot or outside the lot, and no nonconforming use of a building shall be moved or extended to any other part of the building not expressly arranged and designed for such use at the time the use became nonconforming, and no building containing a nonconforming use shall be moved, unless the result of such move is to end the nonconformity. No nonconforming building shall be moved, unless the result of such moving is to reduce or eliminate its nonconformity.
- C. Nonconforming by Use. No nonconforming use of land or nonconforming use of a structure shall be changed except to a conforming use or structure. No nonconforming use of land or

nonconforming use of a structure, if once changed to conform, shall thereafter be changed so as to be nonconforming by use again.

- D. Dimensionally Nonconforming-Alteration to dimensionally nonconforming structures that otherwise conform to the use regulations of the zoning district shall be allowed as a matter of right if the alteration in and of itself: (1) conforms to the current dimensional requirements of the zoning district in which the property is located; and (2) does not increase or intensify the element(s) of the dimensional nonconformity. ~~Alteration or construction of first-level decks that otherwise conform to the current use and dimensional requirements of the zoning district in which the property is located are permitted by right. Alteration or construction of decks and/or balconies above the first level of any building on a non-conforming property, by lot size, requires approval of a special use permit, under Category 6.~~
- E. A structure ~~or land~~ which is nonconforming by ~~dimension~~ lot coverage, but the use of which is a use permitted by right in the district in which the land or structure is located, shall only be altered, changed, enlarged or subject to addition or intensification ~~with respect to its nonconforming element(s)~~ by obtaining a ~~special use permit~~ variance from the zoning board of review or, if applicable pursuant to unified development review the planning board. ~~The criteria for review of a special use permit for a alteration of a nonconformity are listed under Chapter 17.109.020.F.~~
- F. A use established by variance or special use permit shall not acquire the rights of this section.

SECTION 2. This ordinance shall take effect upon its passage and all ordinances or parts of ordinances inconsistent herewith are hereby repealed.

IN COUNCIL  
READ AND PASSED

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LAURA C. SWISTAK, CMC  
CITY CLERK



CITY OF NEWPORT  
ORDINANCE  
OF THE  
COUNCIL

NO.

AN ORDINANCE IN AMENDMENT OF TITLE 17 OF THE CODIFIED ORDINANCES OF THE CITY OF NEWPORT, RHODE ISLAND, REVISION OF 1994, AS AMENDED, ENTITLED, "ZONING."

BE IT ORDAINED by the City of Newport:

SECTION 1. Chapter 17.78 of the Codified Ordinances of the City of Newport, RI, revision of 1994, as amended, entitled, "**Accessory Uses, Buildings, and Structures**" is hereby further amended as follows:

**17.78.020. Accessory Uses, Buildings, and Structures - Dimensional Standards.**

Accessory uses, buildings, and structures are subject to the following dimensional standards:

- A. In any residential district, accessory uses shall be those customarily incidental to uses listed as permitted, provided, however, an accessory use shall be prohibited in front yards and shall be located not less than twenty (20) feet back from any line adjoining a street.
- B. The following Table of Dimensional Standards for Accessory Uses, Buildings, and Structures establishes the setback and height requirements of accessory buildings and structures defined in Section 17.78.010, and any other accessory use outlined in Section 17.78.030 (A)-(G).

| Table of Dimensional Standards for Accessory Uses, Buildings, and Structures |                                                           |                                                                           |                                                                       |                                           |
|------------------------------------------------------------------------------|-----------------------------------------------------------|---------------------------------------------------------------------------|-----------------------------------------------------------------------|-------------------------------------------|
| Zoning District                                                              | Accessory Building or Structure Front Setback Requirement | Accessory Building/Structure (max. height of 12 ft) Side and Rear Setback | Accessory Building/Structure (>12 ft in height) Side and Rear Setback | Accessory Building/Structure Height Limit |
|                                                                              |                                                           |                                                                           |                                                                       |                                           |

|       |          |                     |                                    |     |
|-------|----------|---------------------|------------------------------------|-----|
| R-3   | 20'      | 3' side, 5' rear    | <del>3' side, 5' rear</del><br>10' | 26' |
| R-4   | 20'      | 5'                  | 10'                                | 26' |
| R-6   | 20'      | 5'                  | 10'                                | 26' |
| R-10  | 20'      | 5'                  | 10'                                | 26' |
| R-10A | 20'      | 5'                  | 10'                                | 26' |
| R-20  | 30'      | 5'                  | 10'                                | 26' |
| R-40  | 50'      | 10'                 | 20'                                | 26' |
| R-40A | 50'      | 10'                 | 20'                                | 28' |
| R-60  | 50'      | 10'                 | 20'                                | 28' |
| R-120 | 75'      | 25'                 | 50'                                | 28' |
| R-160 | 100'     | 25'                 | 50'                                | 28' |
| LB    | 0'       | 0' side,<br>5' rear | 0' side,<br>5' rear                | 30' |
| WB    | 0'       | 5'                  | 5'                                 | 30' |
| GB    | 0'       | 0' side,<br>5' rear | 0' side,<br>5' rear                | 30' |
| CI    | 100'     | 20'                 | 20'                                | 30' |
| IH    | 0'       | 0'                  | 0'                                 | 30' |
| TM    | 0' or 5' | 5'                  | 5'                                 | 30' |
| OS    | 40'      | 80'                 | 80'                                | 30' |
| RD    | 40'      | 80'                 | 80'                                | 30' |

SECTION 2. This ordinance shall take effect upon its passage and all ordinances or parts of ordinances inconsistent herewith are hereby repealed.

IN COUNCIL  
READ AND PASSED

\_\_\_\_\_  
LAURA C. SWISTAK, CMC  
CITY CLERK



CITY OF NEWPORT  
ORDINANCE  
OF THE  
COUNCIL

NO.

AN ORDINANCE IN AMENDMENT OF TITLE 17 OF THE CODIFIED ORDINANCES OF THE CITY OF NEWPORT, RHODE ISLAND, REVISION OF 1994, AS AMENDED, ENTITLED, "ZONING."

BE IT ORDAINED by the City of Newport:

SECTION 1. Chapter 17.112 of the Codified Ordinances of the City of Newport, RI, revision of 1994, as amended, entitled, "Administration," is hereby further amended as follows:

**17.112.030. Zoning board of review-Composition.**

There shall be a zoning board of review consisting of five members and at least two or up to four alternate members designated as ~~first and second~~ each respective alternate, as provided by Title 45-24-56 of the General Laws each of whom shall be elected by council, pursuant to Section 4-5 of the City Charter, for a term of five years. The alternate members shall sit and may actively participate in hearings. The first alternate member shall vote if a member of the zoning board of review is unable to serve at a hearing and, the second alternate member shall vote if two members of the zoning board of review are unable to serve at a hearing; if there is a third alternate, such alternate shall vote if three (3) members of the board are unable to serve at a hearing; and if there is a fourth alternate, such alternate shall vote if four (4) members of the board are unable to serve at a hearing. In the absence of the ~~first~~ an alternate member or members, the ~~second~~ next numbered alternate member or members shall serve in the position of the ~~first alternate member~~ that alternate or alternates. No member or alternate member of the zoning board of review may vote on any matter before the zoning board of review unless they have attended all hearings concerning that matter. If a vacancy occurs on the zoning board of review for any cause, the city council shall appoint a member to such zoning board of review to fill the vacancy for the remainder of the term. The members of such zoning board of review may be removed by the city council for such cause as is deemed sufficient and as is expressed in the order of removal. City council shall designate a member of such zoning board of review to be the chairman. The zoning board of review shall appoint a secretary and such clerical assistants as the city council may by ordinance or resolution provide. The secretary and clerk shall hold office at the pleasure of the zoning board of review.



SECTION 2. This ordinance shall take effect upon its passage and all ordinances or parts of ordinances inconsistent herewith are hereby repealed.

IN COUNCIL  
READ AND PASSED

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LAURA C. SWISTAK  
CITY CLERK

CITY OF NEWPORT  
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NO.

AN ORDINANCE IN AMENDMENT OF TITLE 17 OF THE CODIFIED ORDINANCES OF THE CITY OF NEWPORT, RHODE ISLAND, REVISION OF 1994, AS AMENDED, ENTITLED, "ZONING."

Section 1.BE IT ORDAINED by the City of Newport:

ADD NEW CHAPTER

**Chapter 17.17. R-4 RESIDENTIAL DISTRICT**

**17.17.010. Legislative intent.**

The R-4 residential district is an area of medium-high density residential development. This district generally extends outward from the highest density development located within the urban core. The intent of this district is to provide a transition area of diminishing residential densities. The minimum lot size requirement is designed to limit future subdivisions of land within this district; thereby minimizing any adverse effects to the established residential character of the area.

**17.17.020. Use regulations.**

A. The following uses are permitted by right:

1. Single-family dwellings;
2. Two-family dwellings;
3. Home occupations;
4. Churches and places of worship;
5. Nursery schools and day care centers;
6. Parks, playgrounds and playing fields;
7. Community residences;
8. Family day care homes;
9. Municipal and public service corporation buildings and facilities; community water supply reservoirs; community well houses; water towers, water and sewage treatment facilities, water and sewage pumping stations;
10. Accessory uses with respect to the foregoing.

11. Decks, following dimensional standards described in §17.04.050 (K)
- B. The following uses require a special use permit from the zoning board of review:
  1. Multifamily dwellings;
  2. Reserved;
  3. Libraries;
  4. Museums;
  5. Cemeteries;
  6. Religious, philanthropic, scientific, literary, historical, fraternal, and charitable institutions;
  7. Agricultural and horticultural societies;
  8. Schools of limited instruction;
  9. Convalescent homes and rest homes;
  10. Governmental employee parking lots;
  11. Federal, state and municipal buildings, excluding correctional institutions and hospitals for the mentally ill.

**17.17.030. Dimension requirements.**

- A. The minimum lot area shall be four thousand (4,000) square feet.
- B. The minimum lot width shall be fifty (50) feet.

**17.17.040. Setback requirements.**

The minimum setback requirements are:

- A. Front line, seven (7) feet;
- B. Side line, five (5) feet;
- C. Rear line, ten (10) feet.

**17.17.050. Lot coverage requirements.**

- A. The portion of a lot to be covered by buildings shall not exceed thirty-five (35) percent.

**17.17.060. Building height requirements.**

Building height shall not exceed thirty (30) feet, except as otherwise provided in Section 17.04.050.



**17.17.070. Density requirements.**

- A. For lots of less than four thousand (4,000) square feet in area which existed prior to April 13, 1977, the maximum allowable density is one single-family dwelling.
- B. Conversion to a two-family dwelling is permitted for buildings which existed prior to April 13, 1977 on lots of less than four thousand (4,000) square feet in area but greater than five thousand (5,000) square feet in area which existed prior to April 13, 1977.
- C. A minimum lot area of four thousand (4,000) square feet is necessary for a new two-family dwelling.
- D. A minimum lot area of ten thousand (6,000) square feet is necessary for multifamily dwellings. The maximum allowable density is one dwelling unit per two thousand (2,000) square feet of lot area.

SECTION 2. This ordinance shall take effect upon its passage and all ordinances or parts of ordinances inconsistent herewith are hereby repealed.

IN COUNCIL  
READ AND PASSED

---

LAURA C. SWISTAK, CMC  
CITY CLERK

CITY OF NEWPORT  
ORDINANCE  
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NO.

AN ORDINANCE IN AMENDMENT OF TITLE 17 OF THE CODIFIED ORDINANCES OF THE CITY OF NEWPORT, RHODE ISLAND, REVISION OF 1994, AS AMENDED, ENTITLED, "ZONING."

Section 1. BE IT ORDAINED by the City of Newport:

ADD NEW CHAPTER

*Chapter 17.18. R-6 RESIDENTIAL DISTRICT*

**17.18.010. Legislative intent.**

The R-6 residential district is an area of medium density residential development. This district generally extends outward from the highest density development located within the urban core. The intent of this district is to provide a transition area of diminishing residential densities. The minimum lot size requirement is designed to limit future subdivisions of land within this district; thereby minimizing any adverse effects to the established residential character of the area.

**17.18.020. Use regulations.**

A. The following uses are permitted by right:

1. Single-family dwellings;
2. Two-family dwellings;
3. Home occupations;
4. Churches and places of worship;
5. Nursery schools and day care centers;
6. Parks, playgrounds and playing fields;
7. Community residences;
8. Family day care homes;
9. Municipal and public service corporation buildings and facilities; community water supply reservoirs; community well houses; water towers, water and sewage treatment facilities, water and sewage pumping stations;

10. Accessory uses with respect to the foregoing;
  11. Residential scale wind energy system.
  12. Conversion to a multifamily dwelling of former public school buildings which existed prior to January 1, 1955, on a lot or lots containing a total of at least forty-five thousand (45,000) square feet in area, excluding the former Coggeshall School.
  13. Decks, following dimensional standards described in §17.04.050 (K)
- B. The following uses require a special use permit from the zoning board of review:
1. Multifamily dwellings;
  2. Reserved;
  3. Libraries;
  4. Museums;
  5. Cemeteries;
  6. Religious, philanthropic, scientific, literary, historical, fraternal, and charitable institutions;
  7. Agricultural and horticultural societies;
  8. Schools of limited instruction;
  9. Hospitals;
  10. Convalescent homes and rest homes;
  11. Undertaker's establishments;
  12. Clubs for outdoor recreation;
  13. Neighborhood parking lots;
  14. Nonprofit multifamily housing facilities for the elderly and/or handicapped;
  15. Federal, state and municipal buildings, excluding correctional institutions and hospitals for the mentally ill.

**17.18.030. Dimension requirements.**

- A. The minimum lot area shall be six thousand (6,000) square feet.
- B. The minimum lot width shall be fifty (50) feet.



**17.18.040. Setback requirements.**

The minimum setback requirements are:

- A. Front line, ten (10) feet;
- B. Side line, five (5) feet;
- C. Rear line, fifteen (15) feet.

**17.18.050. Lot coverage requirements.**

- A. The portion of a lot to be covered by buildings shall not exceed thirty (30) percent.

**17.18.060. Building height requirements.**

Building height shall not exceed thirty (30) feet, except as otherwise provided in Section 17.04.050.

**17.18.070. Density requirements.**

- A. For lots of less than six thousand (6,000) square feet in area which existed prior to April 13, 1977, the maximum allowable density is one single-family dwelling.
- B. Conversion to a two-family dwelling is permitted for buildings which existed prior to April 13, 1977 on lots of less than six thousand (6,000) square feet in area but greater than three thousand (3,000) square feet in area which existed prior to April 13, 1977.
- C. A minimum lot area of six thousand (6,000) square feet is necessary for a new two-family dwelling.
- D. A minimum lot area of seven thousand five hundred (7,500) square feet is necessary for multifamily dwellings. The maximum allowable density is one dwelling unit per two thousand five hundred (2,500) square feet of lot area.
- E. A minimum lot area of forty thousand (40,000) square feet is necessary for nonprofit multifamily housing facilities for the elderly and/or handicapped. The maximum allowable density is one dwelling unit per two thousand (2,000) square feet of lot area.
- F. Conversion to a multifamily dwelling of former public school buildings which existed prior to January 1, 1955, on a lot or lots containing a total of at least forty-five thousand (45,000) square feet in area, excluding the former Coggeshall School. The maximum allowable density is one dwelling unit

per one thousand four hundred (1,400) square feet of lot area.

SECTION 2. This ordinance shall take effect upon its passage and all ordinances or parts of ordinances inconsistent herewith are hereby repealed.

IN COUNCIL  
READ AND PASSED

---

LAURA C. SWISTAK, CMC  
CITY CLERK

CITY OF NEWPORT  
ORDINANCE  
OF THE  
COUNCIL  
NO.

AN ORDINANCE IN AMENDMENT OF TITLE 17 OF THE CODIFIED ORDINANCES OF THE CITY OF NEWPORT, RHODE ISLAND, REVISION OF 1994, AS AMENDED, ENTITLED, "ZONING."

Section 1.BE IT ORDAINED by the City of Newport:

ADD NEW CHAPTER

*Chapter 17.107. TEMPORARY USE PERMITS*

**17.107.010. Authority.**

The Zoning Officer and/or the Zoning Board of Review may review temporary use permit applications for short-term uses and/or placement of structures on a lot for consideration of appropriateness of the use or structure within the zoning district and surrounding neighborhood in which the use or structure is proposed. If approved, all temporary use permits reviewed by the Zoning Board are then to be forwarded to the City Council for review and final approval.

**17.107.020. Intent and purposes.**

A temporary use permit allows for the short-term use and/or placement of structures on a lot which duration is longer than two (2) weeks, but not longer than six (6) months. The temporary use permit regulates temporary uses that occur entirely on and within a lot. Temporary uses located within the public right-of-way are regulated separately.



### **17.107.030. Temporary Uses and Structures.**

Examples of temporary uses include, but are not limited to:

- A. **Temporary outdoor sales.** Temporary uses, which may include temporary structures, where goods are sold for longer than two weeks, including, but not limited to Christmas tree and pumpkin sales lots. This temporary use category does not include outdoor sales related to a retail goods establishment where such goods are part of the establishment's regular items offered for purchase;
- B. **Temporary outdoor structures.** Temporary outdoor structures, including, but not limited to ice-skating rinks, art installations or exhibitions, and tents (including wedding tents).
- C. **Temporary Mobile and Manufactured Homes.** A mobile or manufactured home located on a residential lot when the residence is rendered uninhabitable by virtue of a casualty for the use and occupancy of the former occupants of the residence only.
- D. **Temporary Outdoor Storage Containers.** Temporary self-storage containers delivered to a residence or business owner to store belongings, and then picked up and returned to a warehouse until called for.

### **17.107.040. Procedure.**

An application for a temporary use permit shall be submitted to the office of the Zoning Officer, following the typical procedures of a Zoning Application. The applicant shall specify the exact start and end dates of the special event, exhibition, use, or structure, as well as operational hours, estimated daily attendees, necessary number of employees, police or fire detail needed, parking to be provided on site, or off-site parking arrangements and related transportation to the site, and any other information to allow the Zoning Board of Review to assess the appropriateness of the proposed temporary use. The Zoning Officer shall review the application for a determination of completeness, and the application shall be advertised in a newspaper of local circulation and notice of hearing sent to abutters within 200 feet of the subject site, in the same process as Variances, established in §17.108.020. The Zoning Board of Review shall hear the application at the next available regular public hearing. The Zoning Officer shall have the authority to approve temporary structures identified above in §17.107.030.C and D, and shall do



so within 10 business days of receipt of the request. The Zoning Officer may refer any of these to the Zoning Board.

#### **17.107.050. Standards of Review**

All temporary uses and structures shall comply with the requirements of this Ordinance, including the following standards:

- A. Unless expressly allowed by this Ordinance, the temporary use or structure must comply with the setback, lot coverage, and height requirements of the district in which it is located. If these standards cannot be met, the application will also contain a request for a dimensional variance, following the standards of review established in §17.108.020.C.
- B. The temporary use does not cause, or threaten to cause, an on-site or off-site threat to public health, safety, and welfare.
- C. The temporary use is operated in accordance with such restrictions and conditions as the Police and Fire Departments may require. If required as a condition of approval, the operator of the temporary use shall employ appropriate security personnel.
- D. The temporary use does not conflict with another previously authorized temporary use.

#### **17.107.060. Special Conditions.**

In granting a temporary use permit, or in making any determination upon which it is required to pass after a public hearing under this zoning code, the Zoning Officer or Zoning Board of Review may apply such special conditions that may, in the opinion of the Zoning Board of Review, be required to promote the intent and purposes of the comprehensive plan and this zoning code. Failure to abide by the special conditions attached to a grant shall constitute a zoning violation. Those special conditions shall be based on competent credible evidence on the record, be incorporated into the decision, and may include, but are not limited to, provisions for:

- A. Minimizing adverse impact of the temporary use or structure upon other land, including the type, intensity, design, and performance of activities.
- B. Controlling the sequence of development, including when it must be commenced and completed;
- C. Controlling the duration of use or development and the time within which any temporary structure must be removed;
- D. Assuring satisfactory installation and maintenance of required public improvements;

E. Designating the exact location and nature of development;  
and

F. Establishing detailed records by submission of drawings,  
maps, plats, or specifications.

**17.107.070. Expiration.**

The temporary use permit is valid only for the time period granted as part of the approval, not to exceed six (6) months. An extension can be requested and approved for an additional six (6) months, if requested prior to the expiration of the originally-approved time period. For temporary uses or structures which required City Council approval, the extension must be granted by the City Council. After the first extension, if additional time for the temporary use or structure is desired, a new application must be submitted and approved.

SECTION 2. This ordinance shall take effect upon its passage and all ordinances or parts of ordinances inconsistent herewith are hereby repealed.

IN COUNCIL  
READ AND PASSED

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LAURA C. SWISTAK, CMC  
CITY CLERK



**CITY OF NEWPORT**

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**RESOLUTION  
OF THE  
COUNCIL  
No. \_\_\_\_\_**

WHEREAS, the City of Newport is governed by a City Charter;  
AND

WHEREAS, the City Charter mandates "a periodic review... no more than 10 years from... the most recent Charter Review Commission"; AND

WHEREAS, the voters of Newport last had the opportunity to approve changes to the City Charter on November 8, 2022; AND

WHEREAS, the most substantive changes to the charter occurred in 1953; AND

WHEREAS, issues, questions, and concerns have arisen from time to time that have raised the need for a permanent, Standing Charter Commission to enable and ensure Newport's City Charter thereof meet the needs of our local government and the wishes of the people; NOW, THEREFORE, BE IT

RESOLVED, that the Council of the City of Newport hereby establishes a Standing Charter Commission to more regularly review the City Charter and make timely recommendations to the Council for change or substitution of provisions as they see fit and necessary; AND BE IT FURTHER

RESOLVED, that the Standing Charter Commission shall be comprised of seven citizens, serving staggered terms, who shall be appointed by the Council; AND BE IT FURTHER

RESOLVED, the City Solicitor, or their designee, may serve on the standing Charter Commission in an advisory capacity; AND BE IT FURTHER

RESOLVED, the Standing Charter Commission shall not replace the Charter Review Commission but shall supplement and assist the Charter Review Commission; AND BE IT FURTHER

RESOLVED, that the Commission shall hold no less than three hearings for input per year from the public and shall provide an annual findings report and recommendations to the Council.

STEPHANIE SMYTH  
ELLEN PINNOCK

IN COUNCIL  
READ AND PASSED

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Laura C. Swistak, CMC  
City Clerk

THE CITY OF NEWPORT

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**RESOLUTION**

**OF THE**

**COUNCIL**

**No.**

WHEREAS, traffic and congestion continue to grow as challenges for the City, impacting quality of life for all who reside or visit Newport; and

WHEREAS, creating a “Multi-Modal Transportation Network” to address this challenge is one of the key goals of the City’s recently enacted Strategic Plan, which state’s that “Newport strives to connect our community through a variety of safe, reliable, convenient, and innovative transportation options”; and

WHEREAS, the City adopted a Transportation Master Plan in 2023, which detailed how such a Transportation Network could be established, and included recommending the establishment of an intercept lot or “park and ride” lot, connected to downtown Newport via multimodal transportation as a way to reduce traffic; and

WHEREAS, as part of the Pell bridge ramp realignment project, the State constructed such a lot with 200 parking spaces and a bike and pedestrian multimodal path that have been functionally complete for a number of months yet which have not been officially opened; and

WHEREAS, the use of that lot would reduce congestion, but requires both communications that it is open and encouraging its use, and additional multimodal connections to the rest of the City must be intentionally established to make such a lot reasonably appealing to users; and



WHEREAS, the State, through the Rhode Island Turnpike and Bridge Authority (“RITBA”) and Rhode Island Department of Transportation (“RIDOT”) have existing fixed digital message boards on the route leading into Newport, and the City has mobile digital signs it could use to encourage people to use the new lot and transit options; and

WHEREAS, the City maintains a robust and talented Communications Office, which could advertise and encourage the use of the new lot and multimodal transit options; and

WHEREAS, there are a number of public transit and common carrier transportation options available in Newport that could encourage the utilization of the new lot by affording visitors alternative ways to get into the City, including multiple Rhode Island Public Transportation Authority (“RIPTA”) trolley and bus routes which currently bypass the lot multiple times per hour, the existing railway which is to be restored as part of the Bridge Realignment project, and multiple bike rental vendors; and

WHEREAS, Newport’s peak visitor season is rapidly approaching, bringing with it a record number of visitors with cars; now THEREFORE BE IT

RESOLVED, that City Council respectfully requests that RIDOT officially open the park and ride lot and multimodal path; and BE IT FURTHER

RESOLVED, that the City Council requests that the City Manager work with the State and its respective departments and agencies to utilize existing fixed and deployable signage and other communications channels to encourage the use of the new lot and multi-modal transit options; and BE IT FURTHER

RESOLVED, that the City Council respectfully requests that RIPTA modify the schedules of its vehicles currently bypassing the lot, establishing stops at the lot moving forward, including specifically RIPTA Trolley Route 68; and BE IT FURTHER

RESOLVED, that the City Council requests that the City Manager work with the State to accommodate other providers of multimodal transit options to ensure visitors have fast and convenient transportation options to get around Newport available at the lot; and BE IT FURTHER

RESOLVED, that the City Council requests the City Manager include in future plans consideration of re-establishing the use of the existing rail line once re-installed; and BE IT FINALLY

RESOLVED, that a copy of this resolution be sent to the Honorable Governor Daniel J. McKee, RIDOT Director Peter Alviti, RIPTA CEO Christopher Durand and RITBA Executive Director Lori Silveira.

XAY KHAMSYVORAVONG  
DAVID R. CARLIN, III  
STEPHANIE SMYTH  
CHARLIE HOLDER  
ELLEN PINNOCK

IN COUNCIL  
READ AND PASSED

---

LAURA C. SWISTAK, CMC  
CITY CLERK

**CITY OF NEWPORT  
RESOLUTION  
OF THE  
COUNCIL**

No. \_\_\_\_\_

WHEREAS, in an effort to engage, educate, and empower the youth of our city by providing them with opportunities to learn about local government, participate in civic processes, and contribute to the development of youth-focused initiatives; NOW, THEREFORE, BE IT

RESOLVED, that Newport's City Council hereby establishes a Youth Commission to serve as a communications link between young residents of the city and City Council, while fostering an educational and participatory experience in municipal governance; AND BE IT FURTHER

RESOLVED, that the Youth Commission will provide members with opportunities to learn about the City's charter and ordinances, gain an understanding of City Council agendas and decision-making processes, and participate in a mentoring program that pairs students with City Council members; AND BE IT FURTHER

RESOLVED, that the Youth Commission shall be comprised of five young residents of Newport, who represent grades 8 through 12, AND two adult advisors, for a total of seven commission members, all of whom must submit an application and be appointed by the Council; AND BE IT FURTHER

RESOLVED, that the Commission shall hold a meeting at least once a month, that the Commission will have a Council liaison appointed to it, and that each student Youth Commission member will serve a term of one year; AND BE IT FURTHER

RESOLVED, that the Youth Commission will create a bylaws document detailing the purpose of the commission, the commission's rules and regulations, goals and initiatives, and schedule of meetings; AND BE IT FURTHER



RESOLVED, that the Commission will submit an annual report to the Council outlining its objectives, educational activities, proposed youth programs, and updates on initiatives undertaken throughout the year; AND BE IT FURTHER

RESOLVED, that the Council will annually recognize the members of the Commission, who will receive a certification for their participation in this initiative.

STEPHANIE SMYTH  
XAY KHAMSYVORAVONG  
DAVID R. CARLIN, III  
JEANNE-MARIE NAPOLITANO  
CHARLIE HOLDER  
ELLEN PINNOCK

IN COUNCIL  
READ AND PASSED

---

Laura C. Swistak, CMC  
City Clerk

THE CITY OF NEWPORT

RESOLUTION

OF THE

COUNCIL

No.

WHEREAS, Rhode Island State Senators Bissaillon and Mack are introducing the Parking Services Taxation Act S-0678; AND

WHEREAS, this act would authorize and empower each municipality to pass ordinances requiring all sales of parking services be taxed at a rate of no more than seven percent (7%); AND,

WHEREAS, any revenue generated through parking services taxes authorized by this amended act, shall not be included in the calculation of a municipality's maximum levy increase; AND

WHEREAS, there are many privately owned parking lots throughout the City of Newport and the possibility of a parking lot tax could have such a positive impact on increasing revenues; NOW, THEREFORE BE IT

RESOLVED, that the City Council of Newport show support for the Parking Services Taxation Act and directs the City Clerk to send a copy of this resolution to the city's legislative delegation.

CHARLES M. HOLDER, JR.

IN COUNCIL  
READ AND PASSED

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LAURA C SWISTAK, CMC  
CITY CLERK

LC001614

LC001614



EXPLANATION  
BY THE LEGISLATIVE COUNCIL  
OF  
A N A C T  
RELATING TO TAXATION -- THE PARKING SERVICES TAXATION ACT

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- 1           This act would grant municipalities the authority to impose a parking services sales tax on  
2   parking lots and parking structures that charge for parking services through an ordinance. The taxes  
3   would be collected by the state and redistributed to the municipalities. Furthermore, this act would  
4   make such revenues exempt from the total tax levy limit imposed by § 44-5-2.  
5           This act would take effect on January 1, 2026.

=====  
LC001614  
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THE CITY OF NEWPORT

**RESOLUTION  
OF THE  
COUNCIL**

**No.**

**CITY OF NEWPORT RESOLUTION OF THE CITY COUNCIL  
IN SUPPORT OF FORT ADAMS TRUST AND INCREASED STATE FUNDING FOR  
HISTORIC PRESERVATION AND PUBLIC ACCESS**

- WHEREAS, Fort Adams is a national historic landmark and an iconic cultural and recreational asset within the City of Newport and the State of Rhode Island; AND
- WHEREAS, Fort Adams serves as a premier destination for heritage tourism, public events, outdoor recreation, and community engagement, contributing to the economic vitality of Newport and the broader region; AND
- WHEREAS, Fort Adams Trust, a nonprofit organization, has played a critical role in the restoration, preservation, and activation of the fort, ensuring its accessibility and historical integrity for present and future generations; AND
- WHEREAS, the preservation and enhancement of Fort Adams require continued investment in infrastructure, maintenance, and programming to fulfill its full potential as a public resource; AND
- WHEREAS, state funding for Fort Adams has not kept pace with the needs of this historically significant site, limiting the ability to undertake necessary preservation projects, expand public access, and support educational and cultural initiatives; AND
- WHEREAS, increased investment in Fort Adams will directly benefit Rhode Island's economy by boosting tourism, supporting local jobs, and strengthening Newport's standing as a hub for cultural and recreational activities; NOW, THEREFORE, BE IT
- RESOLVED, that the City Council of Newport strongly supports Fort Adams Trust in its mission to preserve, restore, and activate Fort Adams for public benefit; AND BE IT FURTHER
- RESOLVED, that the City Council urges the Governor and the Rhode Island General Assembly to allocate increased funding to Fort Adams to ensure its long-term preservation and continued growth as a vital asset to the city and state; AND BE IT FURTHER
- RESOLVED, that the City Clerk is directed to forward copies of this resolution to the Governor of Rhode Island, members of the Rhode Island General Assembly, the Rhode Island Department of Environmental Management, and the Fort Adams Trust.

CHARLES M. HOLDER, JR.

IN COUNCIL  
READ AND PASSED

\_\_\_\_\_  
LAURA C SWISTAK, CMC  
CITY CLERK