

CITY OF NEWPORT
DOCKET FOR THE REGULAR CITY COUNCIL
MEETING
APRIL 23, 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 at 6:30 pm in the City 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 Daily Liquor License](#), Marcin G. Rembisz, d/b/a An Evening for Education, Innovate Newport; October 23, 2025 from 6:00 p.m. to 8:00 p.m.

LICENSES AND PERMITS

2. [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 March 26, 2025)

**ADJOURN AS BOARD OF LICENSE COMMISSIONERS
AND CONVENE AS COUNCIL**

1. **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 Regular Council Meetings held on [March 26, 2025](#)
- b. Special Events:
 1. [Shauna Maguire](#), d/b/a Newport String Project presents Concert at Rough Point; May 3, 2025 from 5:30 p.m. to 7:30 p.m.
 2. [Mark Stickney](#), d/b/a Touro Park Summer Concert Series- The Rhode Island Wind Ensemble; Touro Park; June 8, 2025 from 4:00 p.m. to 7:30 p.m.
 3. [Lucy's Hearth](#), d/b/a Lucy's Hearth Pickleball Fundraiser, Tennis Courts @ Rogers High School; June 14, 2025 from 8:00 a.m. to noon
 4. [Trinity Episcopal Church](#), d/b/a Strawberry Festival, lawn in front of the church; June 21, 2025 from 11:00 a.m. to 5:00 p.m.
 5. [Marcin G. Rembisz](#), d/b/a An Evening for Education, Innovate Newport; October 23, 2025 from 6:00 p.m. to 8:00 p.m.
- c. [Holiday Selling License](#), New, BWG, LLC, d/b/a Big Weather Gear, 154 Thames St.
- d. [Holiday Selling License](#), New, Helly Hansen (US) Inc., d/b/a Helly Hansen- Newport #787, 124 Thames St.
- e. Holiday Selling License, Renewals (list attached)
- f. [Food Concession Licenses](#), Jesus Saviour Church, d/b/a
 1. Holy Ghost Feast; June 8, 2025 from 10:00 a.m. to 6:00 p.m.
 2. Summer Bazaar; July 24-26, 2025 from 5:00 p.m. to 11:00 p.m. (rain date- July 27, 2025 from 12:00 p.m. to 3:00 p.m.-food only)
- g. [Bingo License](#), Jesus Saviour Church, 1 Vernon Ave., July 24-26, 2025
- h. [Tattoo License](#), Renewal, Owner/Operator, Bret Lohnes, d/b/a Captain Bret's Tattoo Shop Inc., 4 Collins St. Unit 4A
- i. [Communication from CRMC](#), re: Application of the City of Newport for a State of Rhode Assent, Plat 24 Lot 348- Newport Harbor (Receive)
- j. [Learn 365RI](#) in Newport Case Study (Receive)

LICENSES AND PERMITS

2. [Special Event License](#), David Bettencourt, d/b/a/ Tunes & Tours, Belcourt Castle; May 1, 2025 from 6:00 p.m. to 9:00 p.m.
3. [Special Event License](#), Andrew Snook- Distinguished Gentleman's Ride, d/b/a Distinguished Gentleman's Ride 2025-Newport, streets of Newport; May 18, 2025 from 11:00 a.m. to 1:00 p.m.
4. [Special Event License](#), R.I. Slave History Medallions, d/b/a Juneteenth 2025, Eisenhower Park; June 21, 2025 from 11:00 a.m. to 4:00 p.m. with accompanying communication from Lauren Fogarty, Program Coordinator R.I. Semiquincentennial (RI250) Commission

Road Closure Requests:

Washington Square
Duke Street
Charles Street
Park Place

5. [Street Café License](#), Renewal, Leinster, Inc., d/b/a Malt, 150-154 Broadway (reduction in size from 2024)
6. [Sidewalk Café License](#), Renewals:
 - a. Pickled and Cured, Inc., d/b/a Audette & Thames Street Kitchen, 505- 509 Thames St.
 - b. 22 Washington Sq., Inc., d/b/a Bar Cino, 22 Washington Sq.
 - c. Newport Bubble Tea, LLC, d/b/a Empire Tea & Coffee, 22 Broadway
 - d. ETC Group, LLC, d/b/a Empire Tea & Coffee, 112 William St.
 - e. Fastnet Inc., d/b/a Fastnet, The, 1-3 Broadway
 - f. Mel's Lunch, Inc., d/b/a Mel's Lunch, 25 Broadway
 - g. Parlor, LLC, d/b/a Parlor, 200 Broadway
 - h. Picnic, Ltd., d/b/a Picnic, 28-32 Bellevue Ave.
 - i. P2 Investments, LLC, d/b/a Root, 6 Broadway
7. [Entertainment License](#), New, Chomp Newport, LLC, d/b/a Chomp Kitchen and Drinks, 107-111 Broadway, to have indoor entertainment Sunday through Saturday from 12:00 p.m. to midnight (Second Hearing)
8. [Daily Entertainment License](#), Indoors, Uptown Hospitality, d/b/a Mother Pizzeria, 49 Long Wharf Mall, May 11, 2025 from 12:00 p.m. to 9:00 p.m.
9. [Victualing License](#), New, Raed Yazbeck, d/b/a Playa Bowls Newport, 201 Goddard Row (subject to Zoning Board approval)

10. APPOINTMENTS TO BOARDS AND COMMISSIONS

Appointments:

Tree and Open Space Commission

Maria "Lola" Herrera— three-year term – expires 4/23/2028

Reappointments:

Newport Housing Authority

Vanessa Soares, Resident Commissioner – Four-year term, expires 4/23/2029

Tom Sheehan, Resident Commissioner – Four-year term, expires 4/23/2029

COMMUNICATIONS

11. [Communication from Andy Bjork](#), re: Energy and Environment Commission 10-year plan framework

COMMUNICATIONS FROM THE CITY MANAGER

12. [Memorandum from the Deputy City Manager](#) RE: Ordinance Amendment as per Resolution #2025-41 - Ordinance 10.32.110 – Designated Residential Parking Streets – Marsh Street and Bridge Street, from Washington Street to America's Cup Avenue Residential Parking Twenty-Four (24) Hours Per Day (w/accompanying ordinance)- *continued from April 9, 2025*
13. [Action Item #6410/25](#) – RE: Ordinance Revision – 10.24.010 – Parking Prohibited at all Times in Designated Places – Dixon Street, South Side, Beginning 405 Feet West of Spring Street and Continuing a Distance of 16 Feet (w/accompanying ordinance)- *continued from April 9, 2025*
14. [Action Item #6412/25](#) – RE: CRMC File No. 2025-02-022 - Application of SW 45 LLC, Newport Yachting Center, 20 Commercial Wharf - Expand Perimeter Limit and Replace and Reconfigure Floating Docks
15. [Action Item #6413/25](#) – RE: CRMC File No. 2024-62-087 - Application of William J Ruh Trust, 88 Washington Street – Construct and Maintain a new Single-Family Home, Driveway, Stormwater, Connection to City Utilities, Conversion of Existing House into a Guest House
16. [Action Item #6414/25](#) – RE: Award of Bid # 2025-PS-019 – Road Improvement Program 2025 (w/accompanying resolution)
17. [Action Item #6415/25](#) – RE: Amendment to Lease Agreement – 1899, LLC - Easton's Beach Mobile Food and Beverage Concessions – Request for Utilities Changeover (w/accompanying resolution)
18. [Action Item #6416/25](#) – RE: Ordinance Revision- 10.24.010. – Parking Prohibited at all times in Designated Places – Mill Street, North Side, 264 Feet East of Thames Street for a Distance of 33 Feet (w/accompanying ordinance)
19. [Action Item #6417/25](#) – RE: Ordinance Amendment – Title 10, Vehicles and Traffic. Section 1, Chapter 10.20, "Parking Generally", 10.20.210 – Meter Charges (w/accompanying ordinance)
20. [Action Item #6418/25](#) – RE: Award of Contract - Construction Manager at Risk (CMaR) Services for Renovations to the Florence Gray Center-Pandemic Recovery Office CPF-C (w/accompanying resolution)

- 21. [Action Item #6419/25](#) – RE: Award of Contract - RFP# 2025 - Small Boat Mooring Field Installation (w/accompanying resolution)
- 22. [Action Item #6420/25](#) – RE: Harbor Ordinance Amendments – Commercial Dock Permit and Fee (w/accompanying ordinance)
- 23. [Action Item #6421/25](#) – RE: Harbor Ordinance Revision-Mooring Surrender for Season-Date Change (w/accompanying ordinance)

ORDINANCES

- 24. [Memorandum from City Solicitor](#) Christopher J. Behan, Esq., amending Section 2.48.140, entitled, “*Fines or costs constituting a lien*” (First Reading)
- 25. [Memorandum from City Solicitor](#) Christopher J. Behan, Esq., amending Section 2.56.010, entitled, “*General Provisions*” (First Reading)
- 26. [Amending Section 1.14.170](#), entitled, “*Violation of Chapter 10.12 Vehicles and Traffic Administration and Enforcement*”, 1.14.180, entitled, “*Violation of Chapter 10.20 Parking Generally*” and 1.14.190, entitled, “*Violation of Chapter 10.32 Residential Parking Program*” (Second Reading)
- 27. [Amending Section 10.32.070](#), entitled, “*Residential parking permits-Visitor passes-Temporary permits*” (Second Reading)
- 28. [Amending Section 10.32.020](#), entitled, “*Definitions*”, 10.32.040, entitled, “*Designation of residential parking streets*” and 10.32.100, entitled, “*Designated Residential parking district*” (Second Reading)
- 29. [Amending Section 10.24.030](#), entitled, “*Special parking limits during certain hours on certain streets*” (Second Reading)
- 30. [Amending Section 5.70.020](#), entitled, “*License Required*” (Second Reading)

RESOLUTIONS

- 31. [Resolution supporting](#) a Resiliency and Recovery Project Fund – X. Khamsyvovavong, J. Napolitano, S. Smyth, E. Pinnock, L. Ceglie
- 32. [Resolution supporting](#) Newport For All Ages- L. Ceglie, C. Holder, X. Khamsyvovavong, S. Smyth, E. Pinnock, J. Napolitano

Adjourn- April 16, 2025

Laura C. Swistak, CMC
City Clerk

Holiday Selling License Renewals

D/B/A	Owner	Street Address	
Lotus	Sonam LLC	411	Thames St. Unit # 4
Narragansett Ltd., The	Seawater Enterprises, Inc.	15	Bowen's Wharf
THRYN Boutique	Kathryn Linekin* *change of ownership	433	Thames St. Unit 4
Tibet in-port	Sonam LLC	411	Thames St. Unit #1

The Council will meet at 6:20 p.m. in the 2nd floor conference room at City Hall. The public is invited to attend. City Hall is accessible and meets ADA requirements. **INDIVIDUALS REQUIRING AN INTERPRETER OR OTHER ACCOMMODATIONS MUST NOTIFY THE CITY CLERK’S OFFICE (845-5351) OR CITY MANAGER’S OFFICE (845-5429) ONE WEEK IN ADVANCE OF THE MEETING.**



4/23/25

APPLICATION- DAILY LIQUOR
7SS-200

Balance
\$0.00

Applicant	Application #	Submitted	Issued	Starts	Expires	Identifier
Marcin Rembisz	7SS-200	Apr 14, 2025	--	--	--	--

Applicant Information

APPLICANT

Marcin Rembisz

✉ marcinrembisz@npef-ri.org

☎ (401) 486-2626

📍 320 Thames St ##1237, Newport, RI 02840

📍 Same as mailing address

CLASS Liquor License

Specify Class

F *License # 6230*

Designation of Applicant

Corp

Business Address

320 Thames Street #1237, Newport, RI 02840-7268

Events Information

Date(s) of Event

Thursday, October 23, 2025

Time(s)

6:00 - 8:00 pm

Event Name/Type

An Evening for Education

Location of Event

Innovate Newport

NOTE:

Applicant Signature

Marcin G Rembisz

Council Meeting Date



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

To: Council Chair Charles Holder and Members of the Board of License Commissioners
From: Colin K. Kennedy, MPA, City Manager *CK*
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


Finance Dept. Review: _____ Date By: _____ (if applicable)

continued to 2/26/25 continued to 4/23/25
continued to 3/12/25
continued to 3/26/25

CITY OF NEWPORT
BOARD OF LICENSE COMMISSIONERS

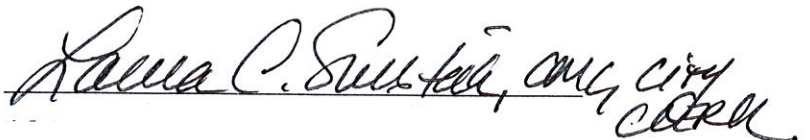
TO: Pyramid Club
Jonathan Hurt, President
d/b/a Pyramid Club
32-34 Dr. Marcus Wheatland Blvd.
Newport, RI 02840

Please take notice that the within Complaint will be called for hearing before the 22nd 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~~^{MAILED} 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 *D* 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

**CITY OF NEWPORT
MINUTES 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, came before the Council at a meeting held on March 26, 2025 at 6:30 p.m., City Hall, Council Chambers, 43 Broadway, Newport, RI 02840

Citizens' Forum:

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)

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

LICENSES AND PERMITS

5. Sunday Selling License Renewals, Class A Liquor Stores (list attached)

COMMISSIONER CEGLIE moved to approve the licenses. Seconded by COMMISSIONER NAPOLITANO and VOTED UNANIMOUSLY.

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*)

Jonathan Hurt and Barbara Jenkins, members from the Pyramid Club, addressed the Council to request a 30 day extension. COMMISSIONER CARLIN moved to continue the hearing to April 23, 2025. Seconded by COMMISSIONER NAPOLITANO and VOTED UNANIMOUSLY.

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)

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Michael Mineau, Esq., addressed the Council on behalf of the applicant. Discussion occurred among the Board regarding the brew pub license and Class C license. CITY SOLICITOR BEHAN addressed the Board regarding the transfer. COMMISSIONER CEGLIE moved to close the public hearing and approve. Seconded by COMMISSIONER NAPOLITANO and VOTED UNANIMOUSLY.

Adjourn as Board of License Commissioners and convene as Council

1. **PUBLIC HEARING-** Tourism Marketing District (w/accompanying resolution)

CHAIR HOLDER recused.

Discussion occurred among the Council, Kathryn Farrington and Alyson Adkins from Discover Newport. Joanna Salvo and Brian Young, Castle Hill, addressed the Council.

COUNCILOR CEGLIE moved to close the public hearing and approve. Seconded by COUNCILOR NAPOLITANO. The motion failed 3-3. In favor- COUNCILOR KHAMSYVORAVONG, COUNCILOR CEGLIE and COUNCILOR NAPOLITANO. Opposed- COUNCILOR SMYTH, COUNCILOR PINNOCK and COUNCILOR CARLIN.

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

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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 Laramee, 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)

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

LICENSES AND PERMITS

3. Mobile Food Truck License, Renewal, Newport Creamery, LLC, d/b/a Newport Creamery, 781 Tiogue Ave., Coventry, RI

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

4. Victualing License, New, Pivotal Brewing Company Newport, LLC, d/b/a Pivotal Brewing Company, 140 Broadway

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

5. Entertainment License, New, Pivotal Brewing Company Newport, LLC, d/b/a Pivotal Brewing Company, 140 Broadway (First Hearing)

COUNCILOR CEGLIE opened the hearing. No members from the public addressed the Council. COUNCILOR CEGLIE moved to close the public hearing and approve. Seconded by COUNCILOR NAPOLITANO and VOTED UNANIMOUSLY.

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.,

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outdoors Wednesday, Thursday, Friday, Saturday and Sundays and before a Monday Holiday until 9:40 p.m. (Second Hearing)

COUNCILOR CEGLIE moved to close the public hearing and approve. Seconded by COUNCILOR NAPOLITANO and VOTED UNANIMOUSLY.

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

CHAIR HOLDER moved to appoint Brooke Richter to the Historic District Commission. Seconded by COUNCILOR PINNOCK. The motion to appoint was vote 6-1 with COUNCILOR CARLIN opposed.

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

CHAIR HOLDER moved to appoint Sherri Hollins to the Affirmative Action Commission. Seconded by COUNCILOR CEGLIE and VOTED UNANIMOUSLY.

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

CHAIR HOLDER moved to appoint Erin Donovan-Boyle to the Sister City Commission. Seconded by COUNCILOR CEGLIE and VOTED UNANIMOUSLY.

COMMUNICATIONS

8. Communication from Paige Myatt, Director of Climate Resilience, re: Update on Regional Resilience Work

Paige Myatt, addressed the Council and gave a presentation regarding the 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)

COUNCILOR CEGLIE moved to receive and refer to the Waterfront Commission. Seconded by COUNCILOR CARLIN. Stephan Land, Harbormaster, addressed the Council to answer questions. The motion was VOTED UNANIMOUSLY.

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

COUNCILOR CEGLIE moved to recommend approval of the application and include the recommendations from the Waterfront Commission. Seconded by COUNCILOR NAPOLITANO.

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Tanner Jackson, Esq., addressed the Council on behalf of the applicant. The motion to approve was VOTED UNANIMOUSLY.

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)

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

12. Action Item #6395/25 – RE: Contract Amendment #2-VHB-Site Investigation-Harrison Avenue Dump Site (w/accompanying resolution)

COUNCILOR CEGLIE moved to receive the communication and adopt the accompanying resolution. Seconded by COUNCILOR NAPOLITANO. Pete Rice, 1 Harrison Lane, addressed the Council. Fred Bevans, VHB and Aleta Hall, Gilbane Construction addressed the Council regarding the project. Rebecca Bolan addressed the Council. The motion to approve was voted 6-1 with COUNCILOR CARLIN opposed.

13. Action Item #6396/25 – RE: Cooperation Agreement – Housing Authority – Park Holm Phase V (w/accompanying resolution)

COUNCILOR CEGLIE moved to receive the communication and adopt the accompanying resolution. Seconded by COUNCILOR NAPOLITANO. Rhonda Mitchell, Newport Housing Authority addressed the Council to answer questions and provide information on the project. The motion to approve was VOTED UNANIMOUSLY.

14. Action Item #6397/25 – RE: Ordinance Amendment – Title 10.32.070 “Residential Parking Permits” (w/accompanying ordinance)

COUNCILOR CEGLIE moved to receive the communication and adopt the accompanying resolution. Seconded by COUNCILOR NAPOLITANO. Nicholas Armour, Zoning Officer, addressed the Council to answer questions. The motion to approve was VOTED UNANIMOUSLY.

15. Action Item #6398/25 – RE: Adopting the 2026-2030 Capital Improvement Program in concept (w/accompanying resolution)

COUNCILOR CEGLIE moved to receive the communication and adopt the accompanying resolution. Seconded by COUNCILOR NAPOLITANO and voted 6-1 with COUNCILOR CARLIN opposed.

ORDINANCES

16. Amending Section 2.120.010, entitled, “Fees for permits and licenses” (Second Reading)

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

17. Amending Section 12.28.100(D), entitled, “City piers and docks” (Second Reading)

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

18. Amending Section 17.04.050, entitled, "*General Provisions*" (Second Reading)

COUNCILOR CEGLIE moved to adopt items 18-35 with the exception of item 31. Seconded by COUNCILOR NAPOLITANO and VOTED UNANIMOUSLY.

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)

COUNCILOR CEGLIE moved to adopt the ordinance on second reading. Seconded by COUNCILOR NAPOLITANO. The motion was voted 6-1 with COUNCILOR CARLIN opposed.

32. Amending Section 17.78.020, entitled, "*Accessory Uses, Buildings, and Structures- Dimensional Standards*" (Second Reading)

Minutes of the Regular City Council Meeting
March 26, 2025

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)

COUNCILOR CEGLIE moved to approve the ordinance. Seconded by COUNCILOR NAPOLITANO. CITY SOLICITOR BEHAN addressed the Council to provide a recommendation to amend section 5.70 regarding special events. The motion to approve was VOTED UNANIMOUSLY.

RESOLUTIONS

37. Standing Charter Review Commission- S. Smyth, E. Pinnock

COUNCILOR SMYTH introduced the resolution and moved for its passage. Seconded by COUNCILOR PINNOCK. Discussion occurred among the Council. CITY SOLICITOR BEHAN addressed the Council to answer questions.

The motion to approve was voted 4-3 with COUNCILOR SMYTH, COUNCILOR PINNOCK, COUNCILOR CARLIN and COUNCILOR KHAMSYVORAVONG in favor. Opposed- CHAIR HOLDER, COUNCILOR CEGLIE and COUNCILOR NAPOLITANO.

38. Bridge Realignment Parking- X. Khamsyvoravong, D. Carlin, S. Smyth, C. Holder, E. Pinnock

COUNCILOR KHAMSYVORAVONG introduced the resolution and moved for its passage. Seconded by CHAIR HOLDER and VOTED UNANIMOUSLY.

39. Youth Commission- S. Smyth, X. Khamsyvoravong, D. Carlin, J. Napolitano, C. Holder, E. Pinnock

COUNCILOR SMYTH introduced the resolution and moved for its passage. Seconded by COUNCILOR CARLIN. Discussion occurred among the Council. The motion to approve was VOTED UNANIMOUSLY.

40. Supporting Senate Bill S0678 which would implement a parking tax- C. Holder

CHAIR HOLDER introduced the resolution and moved for its passage. Seconded by COUNCILOR NAPOLITANO. Curt Moss, IYRS, addressed the Council regarding the resolution and proposed parking tax. The motion to approve was VOTED UNANIMOUSLY.

41. Supporting the Preservation of Fort Adams- C. Holder

CHAIR HOLDER introduced the resolution and moved for its passage. Seconded by COUNCILOR CEGLIE. Paul Marshall, Fort Adams Trust, addressed the Council regarding the resolution and presented the Council with information packets. COUNCILOR CEGLIE moved to receive the communication from Mr. Marshall. Seconded by COUNCILOR NAPOLITANO and VOTED UNANIMOUSLY.

Minutes of the Regular City Council Meeting
 March 26, 2025

The motion to adopt the resolution was VOTED UNANIMOUSLY.

Laura C. Swistak, CMC
 City Clerk

ADJOURN – 9:56 p.m.

Sunday Selling Class A Liquor Store License Renewals

<i>DBA</i>	<i>Owner</i>	<i>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

Holiday Selling License Renewals

<i>D/B/A</i>	<i>Owner</i>	<i>Address</i>
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

Minutes of the Regular City Council Meeting
March 26, 2025

White House/Black Market #3521 White House/Black Market, Inc

49

Long Wharf Mall



4/23/25

APPLICATION- SPECIAL EVENT
24B-IAO

Balance
\$0.00

Applicant	Application #	Submitted	Issued	Starts	Expires	Identifier
Shauna Maguire	24B-IAO	Apr 8, 2025	--	--	--	--

Applicant Information

APPLICANT

Shauna Maguire

✉ shauna@newportstringproject.org

☎ (401) 330-0678

📍 16 Warner St #1st Floor, Newport, RI 02840

📍 Same as mailing address

Special Event Information

Event Title/Type

Newport String Project presents Concert at Rough Point

Location of Events

Rough Point, 680 Bellevue Avenue, Newport, RI 02840

Date(s) of Events

5/3/25

Hours of Event

5:30pm-7:30pm

Number of Days

1

Holder of Event

HOLDER OF EVENT

Shauna Maguire

✉ shauna@newportstringproject.org

☎ (401) 330-0678

📍 16 Warner St, Newport, RI 02840

📍 680 Bellevue Ave, Newport, RI 02840

Signature

Shauna Maguire

Organization Information

Property Owner

PROPERTY OWNER

Gina Tangorra

✉ GTangorra@newportrestoration.org

☎ (401) 849-7300 ext. 102

📄 680 Bellevue Ave, Newport, RI 02840

📍 Same as mailing address

🏠 Newport Restoration Foundation

Is Non-Profit

Yes

Is Religious

No

All Others

No

Admission Charge

Yes

Trash Provided

Yes

Signature

Gina Tangorra

Signature

Event Details

Indoor/Outdoor

Indoor

Toilet Facilities

Yes

Tent Erected

No

Expected Attendance

100

Is Parking Available

Yes

Vehicle Amount

50

Live Music/DeeJay

Live Music

Yes

DeeJay

No

Street Closed Request

No

Street(s) Closed Number

0

Street(s) Name

No Streets will be closed

Street Hours of Closure

0

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

N/A

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

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



4/23/25

APPLICATION- SPECIAL EVENT
RDY-2U1

Balance
\$0.00

Applicant	Application #	Submitted	Issued	Starts	Expires	Identifier
Mark Stickney	RDY-2U1	Apr 8, 2025	--	--	--	--

Applicant Information

APPLICANT

Mark Stickney

✉ mark@historicmusicofnewport.org

☎ (401) 646-9898

📦 PO Box 539, Newport, RI 02840

📍 56 Holman St, Portsmouth, RI 02871

Special Event Information

Event Title/Type

Touro Park Summer Concert Series - The Rhode Island Wind Ensemble

Location of Events

Touro Park

Date(s) of Events

June 8, 2025

Hours of Event

4:00pm to 7:30pm

Number of Days

1

Holder of Event

HOLDER OF EVENT

Mark Stickney

✉ mark@historicmusicofnewport.org

☎ (401) 646-9898

📦 PO Box 539, Newport, RI 02840

📍 56 Holman St, Portsmouth, AA 02871

Signature

Mark A Stickney

Organization Information

Property Owner

PROPERTY OWNER

Mark Stickney

✉ mark@historicmusicofnewport.org

☎ (401) 646-9898

📦 PO Box 539, Newport, RI 02840

📍 56 Holman St, Portsmouth, RI 02871

🏠 Historic Music of Newport

Is Non-Profit

Yes

Is Religious

No

All Others

No

Admission Charge

No

Trash Provided

No

Signature

Mark A Stickney

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

Outdoor

Toilet Facilities

Yes

Tent Erected

Yes

Expected Attendance

150

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

None

Street Hours of Closure

0

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

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

Belleuve Ave

Mill St.

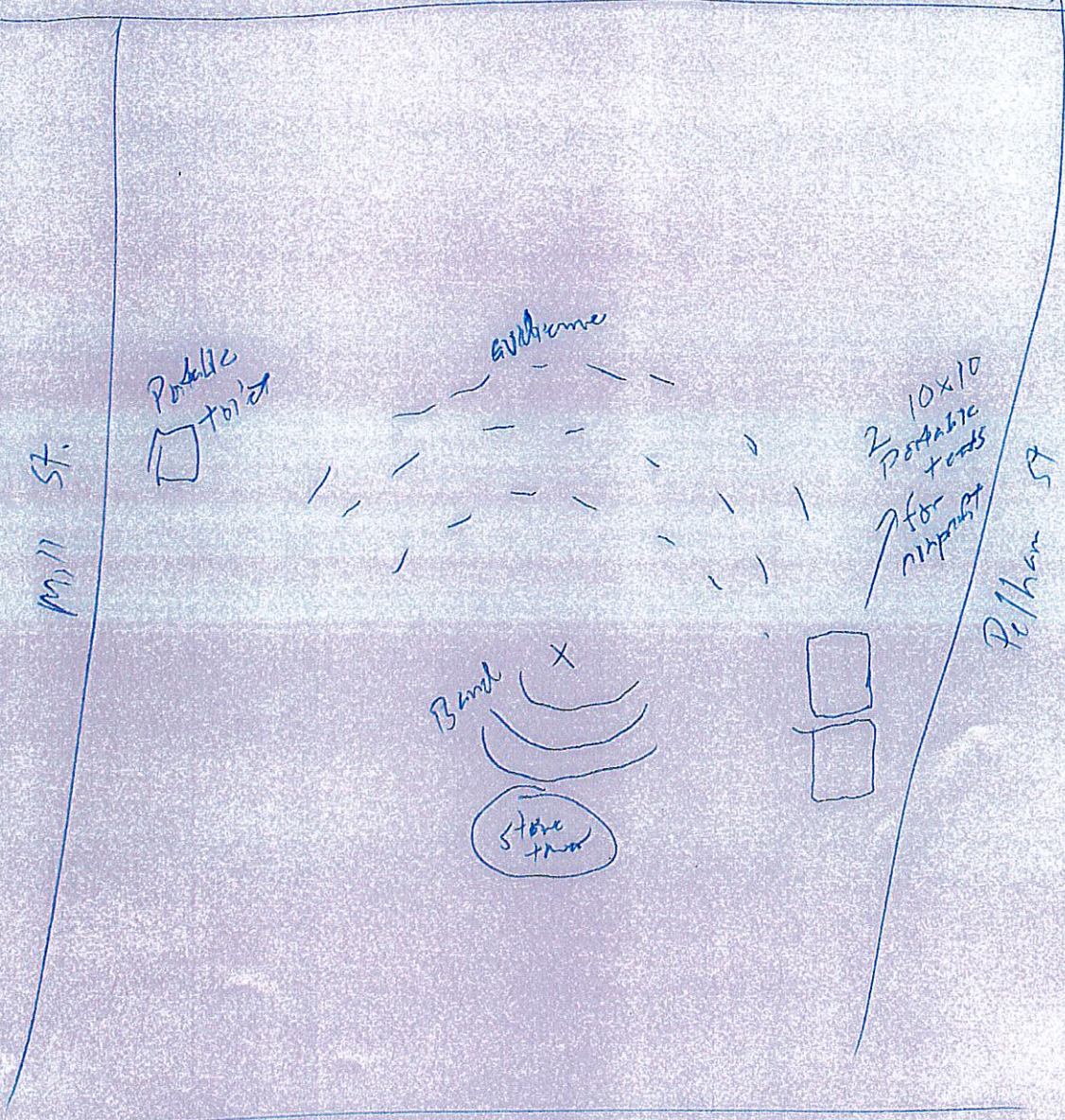
Portable
Toilet

Entrance

2 10x10
Portable
toilet
for
airport

Pelham St

Bank
X
store
room





4/23/25

RECEIVED

APR 14 2025

CITY CLERK'S OFFICE

CITY OF NEWPORT
APPLICATION FOR A SPECIAL EVENT LICENSE

DATE: 14 APRIL 2025

EVENT TITLE: LUCY'S HEALTH PICKLEBALL FUNDRAISER

LOCATION OF EVENT: TENNIS COURTS @ ROGERS HS

DATE(S) OF EVENT: SAT 14 JUNE 2025

HOURS OF EVENT: 8 AM - NOON

HOLDER OF EVENT: LUCY'S HEALTH

ADDRESS: 19 Valley Road Middletown

EMAIL ADDRESS: PAT COUSSA @ GMAIL.COM

TELEPHONE: 401-864-4483

SIGNATURE OF HOLDER: Patricia Coussa

PRINT NAME: PATRICIA COUSSA

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

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: _____
(Include on plan)

Will a tent be erected? Yes No

Expected Attendance: 36

Is parking available: Yes No For how many vehicles? _____

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

Item to be Furnished

N/A

N/A

FIREWORKS

Pyrotechnic Company N/A

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

Location from where fireworks will be shot: N/A

Time fireworks will begin:

Duration:

ROAD RACE, WALK-A-THON, ETC.

On Roadway(s)

On Sidewalk(s)

SPECIFIC ROUTE: (Please attach a map) N/A

PLAN FOR 14 JUNE 2025 PICKLEBALL TOURNAMENT
 FUNDRAISER FOR LUCY'S HEARTH

Hight School

APR 14 2025

CITY CLERK'S OFFICE

RECEIVED

Hight School

☒ → Pops A'Ordn

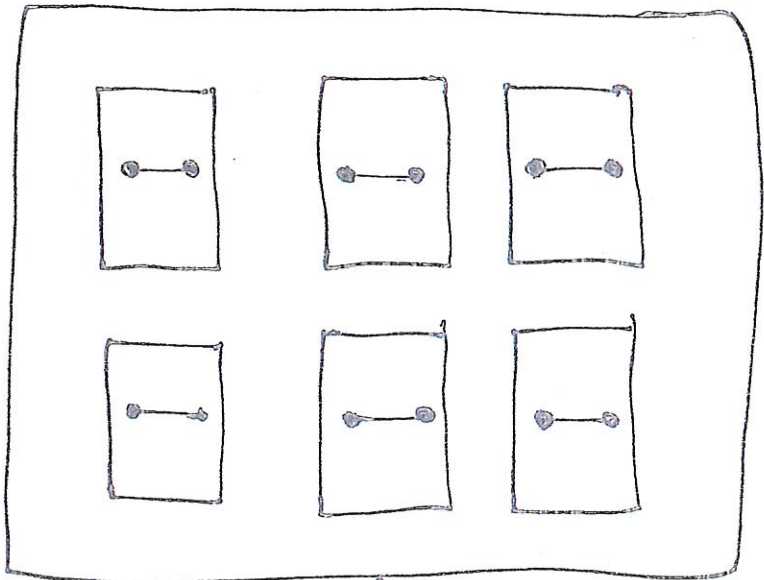
① TRASH BARRICADE

② TRASH BARRICADE

GLASS

GRASS

PARKING FOR 72 CARS



6 TENNIS COURTS FENCED IN



ENTRANCE

MINI FOOTBALL

→



4/23/25

RECEIVED

APR 15 2025

CITY CLERK'S OFFICE

CITY OF NEWPORT
APPLICATION FOR A SPECIAL EVENT LICENSE

DATE: 4/15/2025
EVENT TITLE: Strawberry Festival
LOCATION OF EVENT: On Lawn in front of Church - Queen Anne Square.
DATE(S) OF EVENT: Saturday June 21, 2025
HOURS OF EVENT: 11 - 5 pm
HOLDER OF EVENT: Trinity Episcopal Church
ADDRESS: 1 Queen Anne Square Newport, R.I. 02840
EMAIL ADDRESS: trinitynewport.org
TELEPHONE: 401-846-0660

④ SIGNATURE OF HOLDER: [Signature]

④ PRINT NAME: TRINITY SAFFORD

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: Rev. Tim Stafford (Rector of Trinity Episcopal Church)

④ SIGNATURE OF PROPERTY OWNER: [Signature]

Printed Name of Property Owner: Rev. Tim Stafford

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

Will Trash Barrels & Pick-up be provided: Yes

If Outdoors, will toilet facilities be provided? Yes No

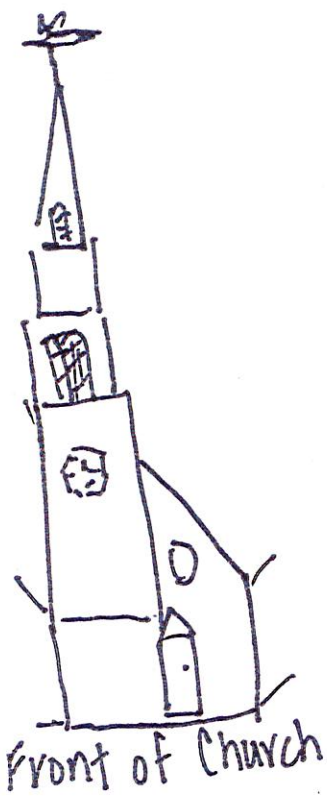
If so, location of toilet facilities: Inside Community Hall
(Include on plan)

Will a tent be erected? Yes No

Site Map

Trinity Church
Strawberry Festival
June 21, 2025

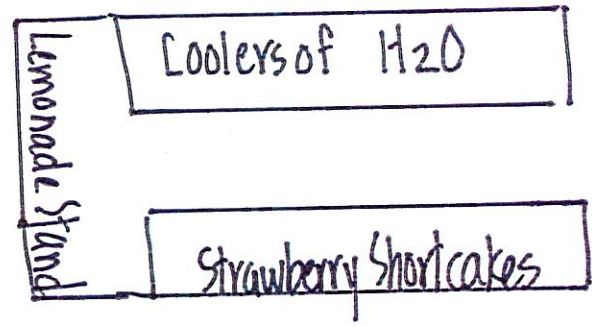
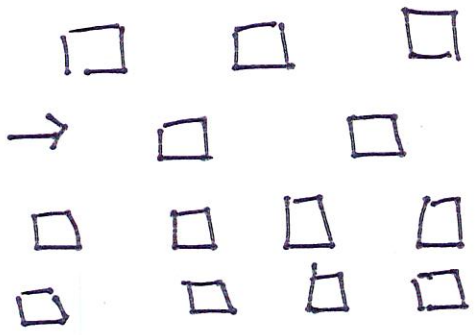
2 Tents
1 Lg / 1 sm



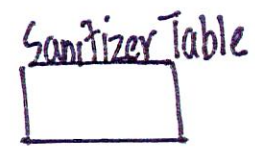
Lg. Tent

○ Garb. Barrel

sm. 4-top
tables/chairs
(12)



Sm Tent
Cashier Table





4/23/25

APPLICATION- SPECIAL EVENT
JOC-4KZ

Balance
\$0.00

Applicant	Application #	Submitted	Issued	Starts	Expires	Identifier
Marcin Rembisz	JOC-4KZ	Apr 14, 2025	--	--	--	--

Applicant Information

APPLICANT

Marcin Rembisz

✉ marcinrembisz@npef-ri.org

☎ (401) 486-2626

📍 320 Thames St ##1237, Newport, RI 02840

📍 Same as mailing address

Special Event Information

Event Title/Type

An Evening for Education

Location of Events

Innovate Newport

Date(s) of Events

Thursday, October 23, 2025

Hours of Event

6:00 - 8:00 pm

Number of Days

1

Holder of Event

HOLDER OF EVENT

Marcin Rembisz

✉ marcinrembisz@npef-ri.org

☎ (401) 486-2626

📍 320 Thames St ##1237, Newport, RI 02840

📍 Same as mailing address

Signature

Marcin G Rembisz

Organization Information

Property Owner

PROPERTY OWNER

Kevin Buck

✉ communitymanager@innovatenewport.org

☎ (401) 847-1600

📍 513 Broadway, Newport, RI 02840 🇺🇸

📍 Same as mailing address

🏢 Innovate Newport

Is Non-Profit

Yes

Is Religous

No

All Others

No

Admission Charge

Yes

Trash Provided

No

Signature

Kevin Buck

Signature

Event Details

Indoor/Outdoor

Indoor

Toilet Facilities

No

Tent Erected

No

Expected Attendance

130

Is Parking Available

Yes

Vehicle Amount

55

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?

Yes

Liquor License Type

Class F License # 6230

Other License Used?

N/A

Will There be Gambling

Yes

Type of Gambling

Raffle/Silent Auction

State Police Approval

Yes

Are you having Vendors?

No

List of Vendors

N/A

Upload Vendors List

Fireworks Details

Fireworks

No

Pyrotechnic Company

NA

Fire Marshal Approve

No

Fireworks Location

NA

Fire Location Plans

Firework Start Time

NA

Firework Duration

NA

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

CITY OF NEWPORT, RHODE ISLAND

RECEIVED

APR 14 2025

The undersigned respectfully petitions the Honorable Council for a HOLIDAY LICENSE to allow retail sales on the following holidays: New Year's Day, Memorial Day, Fourth of July, Victory Day, Labor Day, Columbus Day, Veteran's Day, or on any day which any enumerated holiday is officially celebrated. A retail business shall not be open December 25th of any year or Thanksgiving Day, except for pharmacies, retail stores that principally sell food products and which employ fewer than six employees per shift at any one location, flower, garden and garden accessory shops, video stores, and bakeries. (RI General Law 5-23)

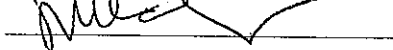
Application is made for: **HOLIDAY SELLING LICENSE** Date: 04/11/25

LICENSE DURATION: April 1, 2025- March 31, 2026
BWG, LLC

BUSINESS OWNER:
(Individual, Corp/LLC, etc.)

BUSINESS D/B/A: BIG WEATHER GEAR
BUSINESS LOCATION: 154 THAMES ST NEWPORT, RI

Owner/Representative: JAY LASKY

Authorized Signature:  Title: PRESIDENT

Owner's Home Address: 34 THAYER CT

Business Telephone No.: 401-849-6666 Home Telephone No.: N/A

MAILING ADDRESS: (circle one) (a) Business location (b) owner's address (c) other (specify)

E-Mail Address: JAY@BIGWEATHERGEAR.COM

The business is principally engaged in the sale of the following types of goods: CLOTHING AND APPAREL

FOR OFFICE USE ONLY

Filing Fee \$15.00 Date Paid APR 14 2025 New Renewal _____ Transfer _____

License Fee \$100.00 Date Paid APR 14 2025

DOCKET DATE: _____ COUNCIL ACTION: _____ DATE: _____

License issued by: _____ Date: _____

4/23/25

RECEIVED

APR 07 2025

CITY OF NEWPORT, RHODE ISLAND

The undersigned respectfully petitions the Honorable Council for a HOLIDAY LICENSE to allow retail sales on the following holidays, New Year's Day, Memorial Day, Fourth of July, Victory Day, Labor Day, Columbus Day, Veteran's Day, or on any day which any enumerated holiday is officially celebrated. A retail business shall not be open December 25th of any year or Thanksgiving Day, except for pharmacies, retail stores that principally sell food products and which employ fewer than six employees per shift at any one location, flower, garden and garden accessory shops, video stores, and bakeries. (RI General Law 5-23)

CITY CLERK'S OFFICE

HOLIDAY SELLING LICENSE

LICENSE DURATION: April 1, 2025 through March 31, 2026

BUSINESS OWNER: (Individual, Corp/LLC, etc.) Helly Hansen (US) Inc

BUSINESS D/B/A: Helly Hansen - Newport #787

BUSINESS LOCATION: 124 - Thames St. Newport, RI 02840

Owner/Representative (please print): Deborah L. Thayer

Authorized Signature: [Signature]

Address: 14585 - Stewart Rd #100 Sumner WA 98390

Business Telephone No.: (253) 881-6833

Mailing Address: 14585 - Stewart Rd #100 Sumner WA 98390

E-Mail Address: natax@hellyhansen.com

The business is principally engaged in the sale of the following types of goods: Retail/Wholesale/Internet Sales

FOR OFFICE USE ONLY

Filing Fee \$15.00 Date Paid 4/7/25 Ca New [check] Renewal

License Fee \$100.00 Date Paid 4/7/25 Ca

DOCKET DATE: COUNCIL ACTION: DATE:

License issued by: Date:

4/23/25

RECEIVED

APR 04 2025

CITY OF NEWPORT, RHODE ISLAND
APPLICATION FOR LICENSE

CITY CLERK'S OFFICE
DATE:

TO THE HONORABLE COUNCIL OF THE CITY OF NEWPORT:

Application is made for the following license: **FOOD CONCESSION**

DATE and HOURS:

June 8, 2025
10AM - 6pm

Location: 1 Vernon Ave Newport

Event Name or Type: Holy Ghost Feast

D/B/A if any:

Property Owner if Different from Applicant:

Signature of Applicant: [Handwritten Signature]

Print Name of Applicant: RE Hyp V. Nguyen

Owner's Name: RE Hyp V. Nguyen

Address: 1 Vernon Avenue
Newport RI

Telephone No.: 401-847-1267

Alternate No:

Filing Fee: \$15

Date Paid: 4/4/25 CT

SEASONAL License Fee \$100

Date Paid _____

DAILY License Fee \$ 10

Date Paid 4/4/25 CT

Health Department Approval (if Needed) _____

License issued by City Clerk's Office (initial): _____ Date Issued: _____

Action by Council:

Date Granted:

4/23/25

RECEIVED

APR 04 2025

CITY OF NEWPORT, RHODE ISLAND
APPLICATION FOR LICENSE

CITY CLERK'S OFFICE
DATE:

TO THE HONORABLE COUNCIL OF THE CITY OF NEWPORT:

Application is made for the following license: **FOOD CONCESSION**

DATE and HOURS:

July 24, 25, 26 2025 5pm-11pm
Rand Date July 27 12-3pm Food only

Location: 1 Vernon Avenue Newport

Event Name or Type: Summer Bazaar

D/B/A if any:

Property Owner if Different from Applicant:

Signature of Applicant: *Heepnguy*

Print Name of Applicant: FE Hiep V. Nguyen

Owner's Name: FE Hiep V. Nguyen

Address: 1 Vernon Ave
Newport RI 02840

Telephone No.:

Alternate No:

Filing Fee: \$15

Date Paid: 4/4/25 CT

SEASONAL License Fee \$100 Date Paid _____

DAILY License Fee \$10(x3) Date Paid 4/4/25 CT

Health Department Approval (if Needed) _____

License issued by City Clerk's Office (initial): _____ Date Issued: _____

Action by Council: _____ Date Granted: _____

4/23/25

RECEIVED

CITY OF NEWPORT
APPLICATION FOR BINGO OR BEANO GAME LICENSE

APR 04 2025

DATE: 4-3-25
CITY CLERK'S OFFICE

Circle One: Organization is: Charitable / Religious / Fraternal / Civic / Educational / Veterans

Jesus Saviour Church 401 847-1207
NAME OF ORGANIZATION TELEPHONE NUMBER

1 Vernon Ave Newport RI 02840
STREET ADDRESS of ORGANIZATION CITY STATE ZIP

1 Vernon Ave (parking lot)
LOCATION WHERE GAMES WILL BE HELD

July 24, 25 + 26 2025
DATES AND TIMES WHEN GAMES WILL BE HELD

List Officers Organization below: If the officer conducts games, include their Date of Birth and Place of Birth.

Title	Name	Address	Birth Date	Place of Birth
President	Raymond Roy	32 Pravin Ave Npt.	3/17/44	Lawrence MA
Vice-Pres	Edward Green	38 Willow Ave Midd.	2/23/52	Newport RI
Secretary	Susan Green	38 Willow Ave Midd.	12/11/57	Bridgewater CT
Treasurer	Rev. Hep V. Nguyen	1 Vernon Ave Npt	1/30/86	Vietnam

List All Other Persons that Conduct Games below (do not repeat any officers that are listed above):

Title	Name	Address	Birth Date	Place of Birth
Officer person	Deborah Bryan Goble	30 Vernon Ave #A, Npt.	3/3/58	Newport RI

CERTIFICATION

I hereby certify that the above information furnished is true and further that I have knowledge of the provisions of General Law 11-19-30 and 11-19-30.2 governing Bingo or Beano games and the organization will comply with the provisions of the law and any other conditions imposed by the City Council.

[Signature] 4-3-25
SIGNATURE OF APPLICANT DATE SIGNED

Rev Hep V. Nguyen Pastor/Treasurer
PRINT NAME OF APPLICANT TITLE OF APPLICANT

ACTION OF COUNCIL: _____ ACTION DATE: _____

Filing Fee: 15 Date Paid: 4/4/25 CT License Fee: 15 Date Paid: 4/4/25 CT

License Issued by: _____ Date Issued: _____
↳ \$5 x 3 days

4/23/25

APR 15 2025

CITY OF NEWPORT, RHODE ISLAND

CITY CLERK'S OFFICE

APPLICATION FOR TATTOOING LICENSE

DATE: April 15 - 2025

NEW RENEWAL

PARLOR OWNER/OPERATOR INDIVIDUAL ARTIST

NAME: Captain Bret's Tattoo Shop Inc.

ADDRESS: 4 Collins St Unit 4A (individual, partnership, corporation) TELEPHONE NO. 401 846 4488

ADDRESS: 49 McCormick Rd Newport RI (legal) TELEPHONE NO. 846 4488 (local)

If Partnership, name and address of all partners or If Corporation, name and address of all officers and stockholders:

NAME(S) ADDRESS(ES)
Bret Lohnes 49 McCormick Rd Newport, RI

Does the applicant or any person with an interest in the business of the applicant have any arrest record? Circle One: NO YES (see ATTACHMENT) If Yes, Attach a Complete list of all prior arrests and all convictions (whether felonies or misdemeanors) of any party.

ADDRESS OF BUSINESS: 4 Collins St Unit 4A

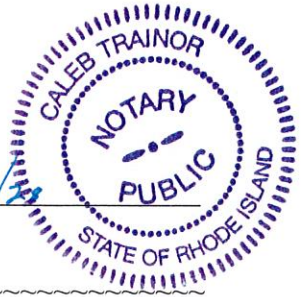
D/B/A OF BUSINESS: Captain Bret's Tattoo Shop Inc.

TELEPHONE NO. OF BUSINESS: 401 846 4488

Signature of Applicant: [Signature]

Sworn and subscribed to before me this 15th day of April, 2025.

[Signature] NOTARY PUBLIC. My Commission Expires 9/16/29



OFFICE USE ONLY

HEALTH DEPARTMENT: APPROVE DATE: 3/31/26 (EXP)

Filing Fee: \$ 15 Date Paid: 4/15/25 CT License Fee: \$ 100 Date Paid: 4/15/25 CT

License Issued by: Date Issued:

ACTION BY COUNCIL ACTION DATE:



State of Rhode Island
DEPARTMENT OF HEALTH
CENTER FOR HEALTH FACILITIES REGULATION

This is to certify that CAPTAIN BRETS TATTOO SHOP INC
UNIT 4A 4 COLLINS STREET NEWPORT RI 02840
License Number: TAT01944

is hereby authorized to conduct and maintain a Tattoo Parlor in conformity with Rhode Island General Law Chapter 23-1 and the standards, rules and regulations prescribed thereunder. This license is subject to annual renewal at the beginning of each calendar year unless sooner suspended or revoked for cause. The name on this license is the common name under which the licensee does business and may not reflect the legal license holder. Please contact the Center for Health Facilities Regulation at (401) 222-2566 for more information.

Expires: 03/31/2026

Issued: 01/30/1996

License Owner: CAPTAIN BRETS TATTOO SHOP INC- Corporation



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: 2025-02-072 Date: April 14, 2025

This office has under consideration the application of:

**City of Newport
 c/o Stephen Land, Harbor Master
 43 Broadway
 Newport, RI 02840**

for a State of Rhode Island Assent to construct and maintain:

a new 420ft bulkhead approximately 2ft seaward of the existing bulkhead. In addition, a portion of the existing municipal floating concrete dock will be demolished and replaced in a similar size and configuration. No variance is required.

Project Location:	39 America’s Cup Avenue
City/Town:	Newport
Plat/Lot:	Plat 24, lot 348
Waterway:	Newport Harbor

Plans of the proposed work can be requested at 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 **May 14, 2025**.

Please email your comments/hearing requests to: 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



PERROTTI PARK SEAWALL AND HARBOR WALK

CITY OF NEWPORT

NEWPORT, RHODE ISLAND

FEBRUARY, 2025

PREPARED FOR:

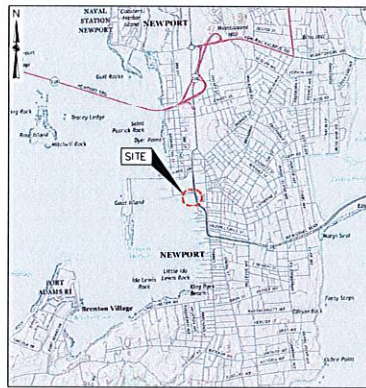


City of Newport
RHODE ISLAND
March 2025

DESIGNED BY:



GZA GEENVIRONMENTAL, INC.
188 VALLEY ST., SUITE 300
PROVIDENCE RHODE ISLAND, 02909



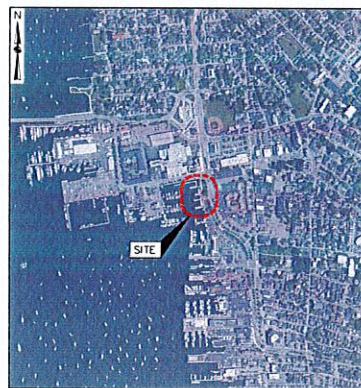
PROJECT LOCUS MAP

0 1000 2000 4000 8000
SCALE IN FEET 1" = 2000'

SOURCE: BASE MAP FROM THE FOLLOWING USGS QUADRANGLE MAP
NEWPORT, RHODE ISLAND (2021)
DIGITAL TOPOGRAPHIC MAPS PROVIDED BY USGSSTORE.GOV.
CONTOUR ELEVATIONS REFERENCE NAVD 88.
CONTOURS ARE SHOWN IN FEET AT 10 FOOT INTERVALS.



8



PROJECT VICINITY MAP

0 250 500 1000 1500
SCALE IN FEET 1" = 600'

BASE MAP DEVELOPED FROM NOAA AERIAL IMAGERY
PUBLISHED IN APRIL 2018.

INDEX OF DRAWINGS	
SHEET No.	SHEET TITLE
1	COVER SHEET AND INDEX OF DRAWINGS
2	GENERAL NOTES
3	EXISTING CONDITIONS PLAN
4	EXISTING EXPLORATION PROFILES
5	EXISTING CONDITIONS DETAILS
6	TEMPORARY CONTROLS PLAN
7	TEMPORARY CONTROLS DETAILS
8	DEMOLITION PLAN
9	DEMOLITION SECTIONS
10	PROPOSED BULKHEAD AND ANCHOR PLAN
11	PROPOSED CONDITIONS SECTIONS
12	PROPOSED CONDITIONS DETAILS
13	INTERIM CONDITIONS PLAN
14	LANDSCAPE PLAN

DESIGN-BUILD CONCEPT
FOR BIDDING PURPOSES ONLY

GENERAL NOTES

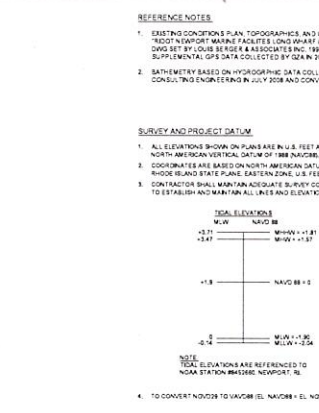
- THE LOCATION OF EXISTING UNDERGROUND UTILITIES SHOWN IS APPROXIMATE AND HAS NOT BEEN VERIFIED. THE DRAWING MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA. EITHER IN-CHARGE OR ABANDONED. THE DRAWING DOES NOT GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED OR CONTRACTOR SHALL PERFORM SURVEY TO LOCATE UTILITIES PRIOR TO START OF CONSTRUCTION.
- PREPARE WORK AREA AND CALL OUT SAFETY BY OR BEHOLDERS TO NOTIFY MEMBER UTILITIES PRIOR TO NOTIFYING THE SAFETY. THE EXCAVATIONS MUST BE PRE-MARKED WITH WHITE PLYMETHYLENE BARRIERS AND HOUSTON. PRIOR TO ANY EXCAVATION OR DEMOLITION, THE CONTRACTOR SHALL COORDINATE ALL UTILITY WORK WITH THE APPROPRIATE UTILITY COMPANY REPRESENTATIVES.
- CHECK AND VERIFY LOCATIONS AND ELEVATIONS OF ALL UTILITIES BOTH UNDERGROUND AND OVERHEAD BEFORE BEGINNING WORK. CONTRACTOR SHALL TAKE APPROPRIATE PRECAUTIONS TO PROTECT ALL UNDERGROUND UTILITIES DURING EXCAVATION AT THE SITE.
- THE CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS, ELEVATIONS AND DIMENSIONS IN THE FIELD BEFORE ORDERING ANY MATERIAL, COMMENCING ANY FABRICATION OR PERFORMING ANY WORK. THE CONTRACTOR SHALL NOTIFY THE OWNER AND OWNER REPRESENTATIVE IN WRITING OF ANY CONDITIONS, ELEVATIONS OR DIMENSIONS THAT VARY FROM THOSE SHOWN ON THE DRAWINGS PRIOR TO THE START OF CONSTRUCTION.
- THE TEMPORARY CONTROLS SHALL BE INSTALLED PRIOR TO THE START OF THE WORK AND BE MAINTAINED THROUGHOUT CONSTRUCTION.
- EXERCISE ALL NECESSARY CARE TO PREVENT ANY DAMAGE TO UTILITIES, EXISTING STRUCTURES OR NEW STRUCTURES. CONTRACTOR SHALL IMMEDIATELY NOTIFY OWNER AND OWNER REPRESENTATIVE. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO THEIR PRE-CONSTRUCTION CONDITIONS IN ACCORDANCE WITH CONTRACT DOCUMENTS AT NO ADDITIONAL COST TO OWNER.
- PROVIDE ALL MATERIALS, EQUIPMENT AND TOOLS NECESSARY TO COMPLETE THE WORK. THE OWNER WILL NOT PROVIDE SECURITY AND ASSUMES NO RESPONSIBILITY OR LIABILITY FOR ANY MATERIALS, EQUIPMENT OR TOOLS STORED AT ITS PROPERTY.
- ALL TYPES OF WASTE GENERATED AT THE SITE SHALL BE DEPOSITED IN A MANNER CONSISTENT WITH FEDERAL, STATE AND LOCAL REGULATIONS AND CONTRACT DOCUMENTS.
- THE CONTRACTOR SHALL NOTIFY THE OWNER WHEN UNANTICIPATED OR APPARENTLY DANGEROUS CONDITIONS ARE ENCOUNTERED DURING CONSTRUCTION OR DEMOLITION.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE ERECTION, PRECEDENCE AND SEQUENCE OF ERECTION TO ENSURE THE SAFETY OF THE FACILITIES AND THEIR COMPONENTS DURING DEMOLITION AND ERECTION. THIS MAY INCLUDE THE ADDITION OF NECESSARY BRACING AND TEMPORARY BRACING.
- CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIALS, TOOLS, EQUIPMENT, TRAINING, CERTIFICATION AND PROTECTIVE MEASURES AS SHOWN AND REQUIRED TO COMPLY WITH CONTRACTOR'S OBLIGATIONS UNDER THIS CONTRACT FOR SAFETY AND PROTECTION OF PERSONNEL AND PROPERTY.
- CONTRACTOR SHALL AT ALL TIMES BE SOLELY RESPONSIBLE FOR ENSURING REASONABLE PRECAUTION TO PROTECT THE HEALTH, SAFETY AND WELFARE OF ALL ON-SITE PERSONNEL, THE PUBLIC AND THE ENVIRONMENT. SOUND PERFORMANCE OF THE WORK DESCRIBED WITHIN THE CONTRACT DOCUMENTS. CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE PROVISIONS OF FEDERAL, STATE AND LOCAL HEALTH AND SAFETY AND OCCUPATIONAL HEALTH AND SAFETY STATUTES AND CODES.
- THE CONTRACT DOCUMENTS INCORPORATE INFORMATION AVAILABLE RELATIVE TO SUBSURFACE CONDITIONS AT THE SITE. SUCH INFORMATION AND DATA ARE NOT INTENDED AS A REPRESENTATION OR WARRANTY OF COMPLETENESS OF CONDITIONS BETWEEN SOIL BORINGS OR TEST PIT'S NOR OF GROUNDWATER LEVELS AT DATES AND TIMES OTHER THAN DATES AND TIMES INDICATED. NOR THAT PURPOSE OF OBTAINING THE INFORMATION AND DATA WERE APPROPRIATE FOR USE BY CONTRACTOR. OWNER AND OWNER REPRESENTATIVE WILL NOT BE RESPONSIBLE FOR INTERPRETATIONS OR CONCLUSIONS DRAWN THEREFROM BY CONTRACTOR.
- SOIL BORINGS AND OTHER EXPLORATORY OPERATIONS MAY BE MADE BY CONTRACTOR AT NO ADDITIONAL COST TO OWNER. COORDINATE CONTRACT OPERATIONS WITH THE OWNER, UTILITY OWNERS AND OTHERS AS APPROPRIATE. PERFORM SUCH OPERATIONS WITHOUT DELAYING OR OTHERWISE ADVERSELY AFFECTING OPERATIONS OF OWNER, UTILITY OWNERS OR OTHERS. COMPLY WITH LAWS AND REGULATIONS RELATIVE TO REQUIRED NOTIFICATIONS.

TEMPORARY CONTROLS

- TEMPORARY CONTROLS SHALL BE INSTALLED AS SHOWN ON THE DRAWINGS AND IN ACCORDANCE WITH PERMIT REQUIREMENTS PRIOR TO THE START OF WORK AND BE MAINTAINED THROUGHOUT CONSTRUCTION.

DEMOLITION

- DEMOLITION AND DISPOSAL OF ALL WASTE MATERIAL SHALL BE IN ACCORDANCE WITH THE SPECIFICATION AND CONSISTENT WITH FEDERAL, STATE AND LOCAL REGULATIONS.
- STORAGE ALL REMOVED SOIL ON SITE OR AT A LOCATION DIRECTED BY THE OWNER FOR REUSE.
- STANDARD DUST CONTROL MEASURES INCLUDING THE USE OF WATER MIST AND OTHER SUITABLE METHODS TO LIMIT THE SPREAD OF DUST SHALL BE USED AS NECESSARY TO COMPLY WITH APPLICABLE ENVIRONMENTAL PROTECTION REGULATIONS. DO NOT USE WATER PRESSURE TO CLEAN OR CREATE HAZARDOUS OR COLLECTIONABLE CONDITIONS SUCH AS ICE, FLOODING AND POLLUTION.



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City of Newport
RHODE ISLAND

DESIGN-BUILD CONCEPT FOR BIDDING PURPOSES ONLY

REV.	DESCRIPTION	DATE	BY

PROJECT NO: 35243.00
DATE: FEBRUARY 2023
PROJECT NAME: REDCOTT PARK AMERICA'S CLUB AVE NEWPORT, RHODE ISLAND
DESIGNED BY: GZA
DRAWN BY: GZA
CHECKED BY: GZA
DATE PLOTTED: 2/15/23
SCALE: AS SHOWN
REVISIONS:

GENERAL NOTES

DRAWING 2
SHEET NO. 1 OF 14



PROJECT NO. 2023-001
PROJECT NAME: PERIODIC MAINTENANCE OF AMERICA'S CUP AVENUE
DATE: FEBRUARY 2024
SCALE: AS SHOWN

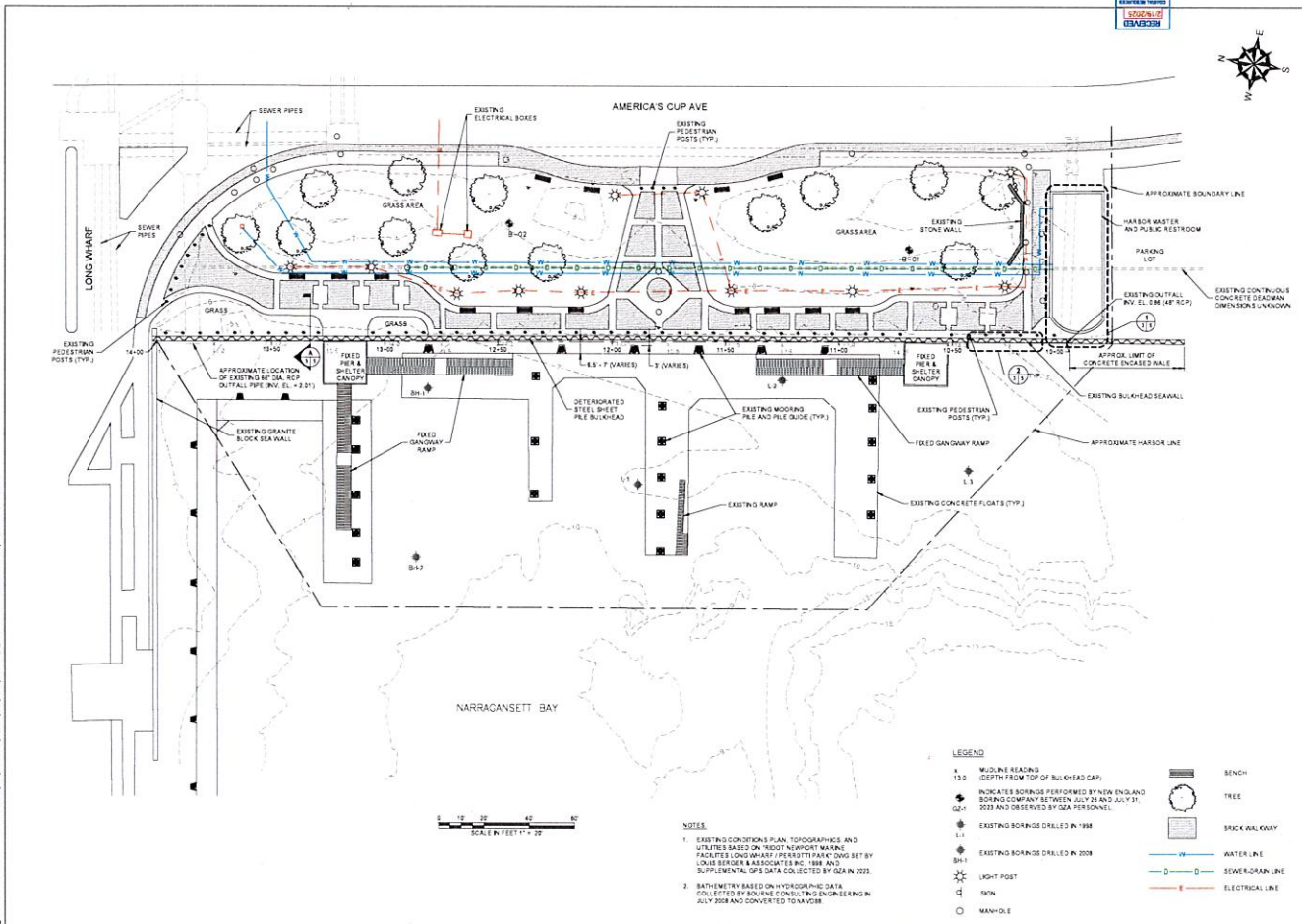
DESIGN-BUILD CONCEPT FOR BIDDING PURPOSES ONLY

PROJECT NO.	2023-001
DATE	FEBRUARY 2024
PROJECT NAME	PERIODIC MAINTENANCE OF AMERICA'S CUP AVENUE
DESIGNED BY	GZA
BY	WJS
CHECKED BY	WJS
DATE	FEBRUARY 2024
SCALE	AS SHOWN
REVISIONS	

PERIODIC MAINTENANCE OF AMERICA'S CUP AVENUE
NEWPORT, RHODE ISLAND

EXISTING CONDITIONS AND UTILITY PLAN

DRAWING
3
SHEET NO. 1 OF 14



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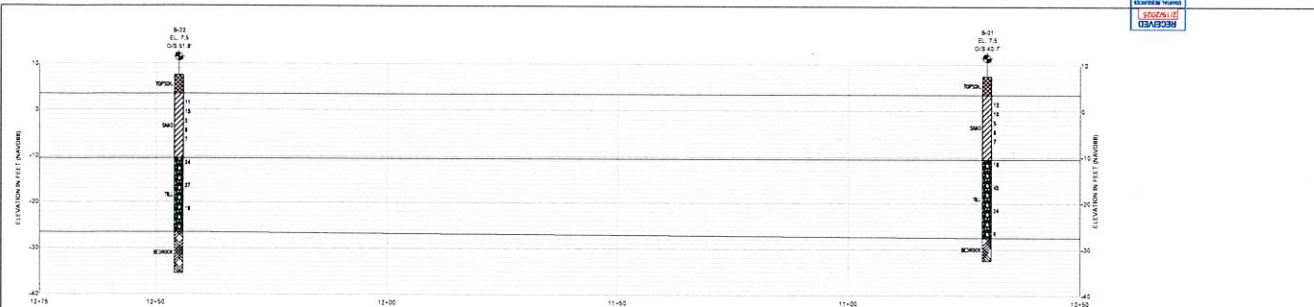


NOTES

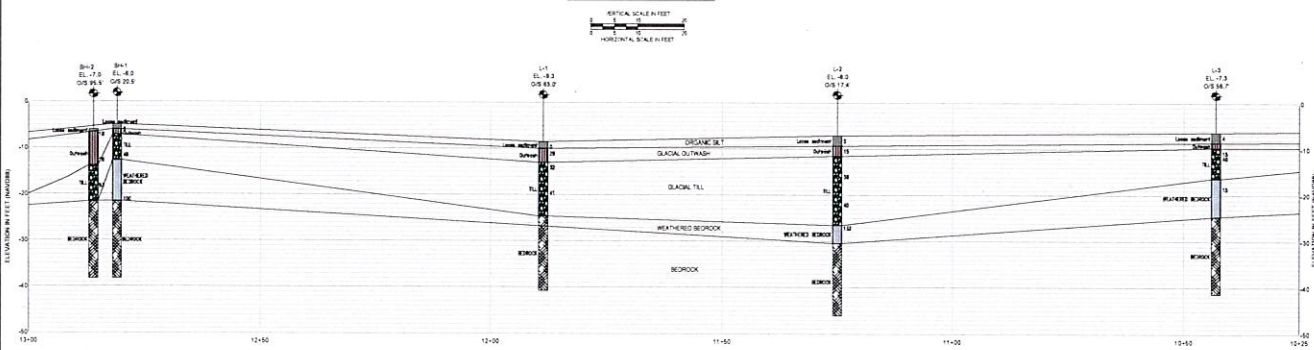
- EXISTING CONDITIONS PLAN, TOPOGRAPHIC AND UTILITIES BASED ON "REDOT" NETWORK MARKING FACILITIES LONG WHARF / PERIODIC MAINTENANCE SET BY LOUIS BERGER & ASSOCIATES INC. 1988 AND SUPPLEMENTAL GPS DATA COLLECTED BY GZA IN 2023.
- BATHYMETRY BASED ON HYDROGRAPHIC DATA COLLECTED BY BOVINE CONSULTING ENGINEERS IN JULY 2008 AND CONVERTED TO NAVD83.

LEGEND

- 1 MUDLINE READING (DEPTH FROM TOP OF BULKHEAD CAP)
- 13.0 INDICATES BORINGS PERFORMED BY NEW ENGLAND BORING COMPANY BETWEEN JULY 28 AND JULY 31, 2023 AND OBSERVED BY GZA PERSONNEL
- Q2-1 EXISTING BORINGS DILLED IN 1988
- BH-1 EXISTING BORINGS DILLED IN 2008
- L1 LIGHT POST
- SKN SKIN
- MANHOLE
- 1 BENCH
- 1 TREE
- 1 BACK ALLEYWAY
- W WATER LINE
- D-D SEWER-DRAIN LINE
- E ELECTRICAL LINE



INLAND SOIL PROFILE - SECTION A-A



OUTBOARD SOIL PROFILE - SECTION B-B

- NOTES**
1. STRATIFICATION LINES ARE BASED ON INTERPOLATION BETWEEN ADJACENT BOREHOLE LOCATIONS AND THEREFORE REPRESENT THE APPROXIMATE BOUNDARIES BETWEEN SOIL TYPES. ACTUAL TRANSITIONS MAY VARY FROM THOSE SHOWN.
 2. ALL ELEVATIONS SHOWN ON PANS ARE IN FEET AND REFERENCE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).
 3. MEAN HIGH WATER = +1.57 FEET. MEAN LOW WATER = -1.30 FEET.
 4. TIDAL DATUM BASED UPON NOAA STATION M086.
 5. REFER TO BORING LOGS FOR GROUNDWATER LEVELS MEASURED AT THE TIME OF EXPLORATION.

SUBSURFACE STRATIGRAPHY LEGEND

	FILL WASTE GROUND
	SILTY SAND
	GLACIAL TILL
	ORGANIC SILT
	GLACIAL OUTWASH
	WEATHERED BEDROCK
	BEDROCK

BORING LOG LEGEND

	BORING ID
	ELEVATION
	SPT N-VALUE
	SAND AND GRAVEL
	GROUNDWATER LEVEL

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City of Newport
RHODE ISLAND

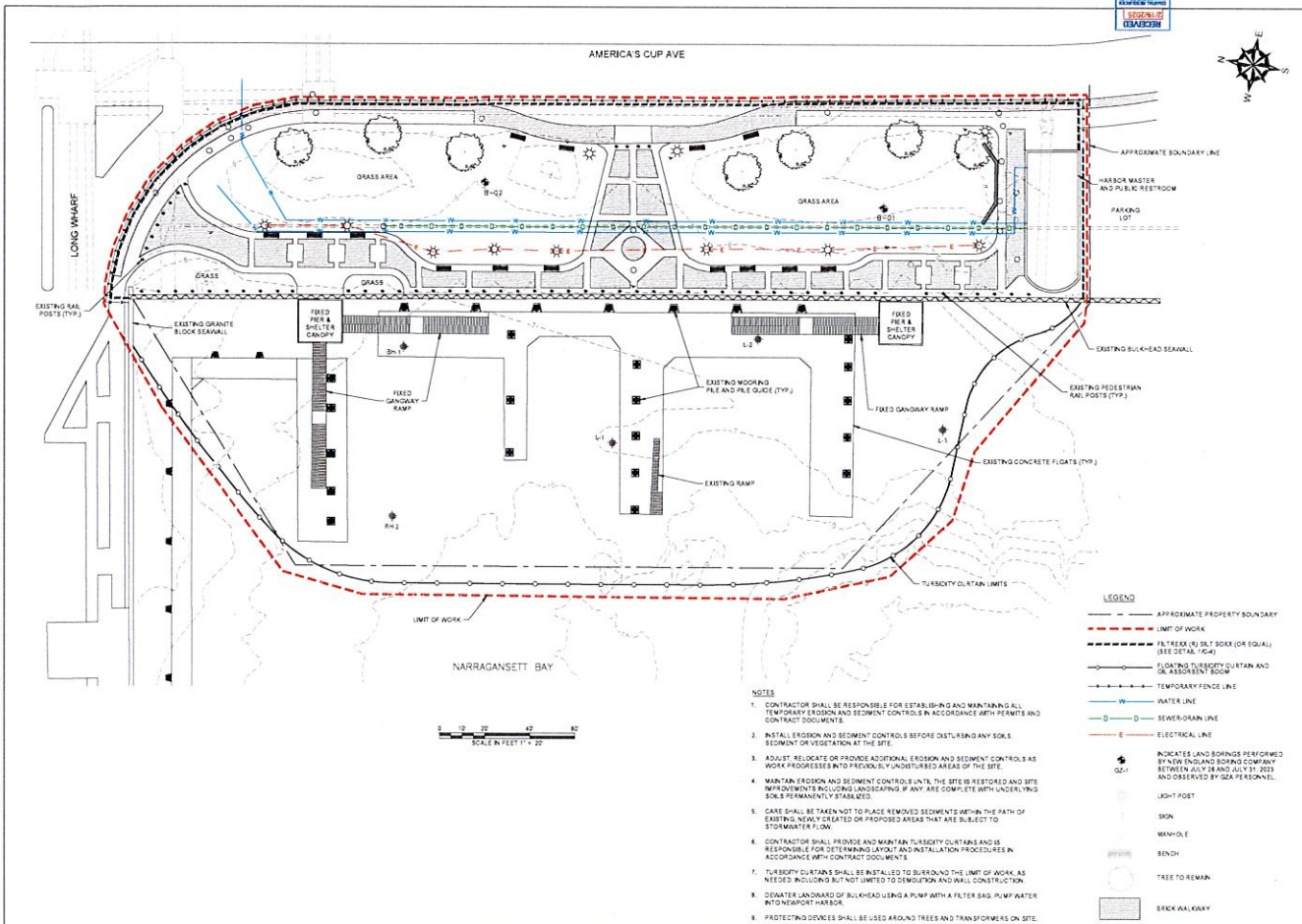
DESIGN-BUILD CONCEPT FOR BIDDING PURPOSES ONLY

PROJECT NO.	35243.00
DATE	FEBRUARY 2020
PROJECT NAME	THIS
DESIGNED BY	CS
DRAWN BY	SW
CHECKED BY	TK
DATE REVISION	4/27
SCALE	AS SHOWN

PEROTTI PARK
AMERICA'S CUP AVE
NEWPORT, RHODE ISLAND

EXISTING EXPLORATION PROFILES


DRAWING
4
SHEET NO. 4 OF 14




LEGEND

- - - - - APPROXIMATE PROPERTY BOUNDARY
- - - - - LIMIT OF WORK
- - - - - FT TREE (E) SILT SOCK (OR EQUAL) (SEE DETAIL TQ-4)
- - - - - FLOATING TURBIDITY CURTAIN AND OR ASSOCIATED BOOM
- - - - - TEMPORARY FENCE LINE
- - - - - WATER LINE
- - - - - SEWER-OVERN LINE
- - - - - ELECTRICAL LINE
- ⊕ INDICATES LAND BORINGS PERFORMED BY NEW ENGLAND BORING COMPANY BETWEEN JULY 18 AND JULY 21, 2023 AND OBSERVED BY GEA PERSONNEL.
- LIGHT POST
- SIGN
- MANHOLE
- BENCH
- TREE TO REMAIN
- ▭ BRICK WALKWAY

- NOTES**
1. CONTRACTOR SHALL BE RESPONSIBLE FOR ESTABLISHING AND MAINTAINING ALL TEMPORARY EROSION AND SEDIMENT CONTROLS IN ACCORDANCE WITH PERMITS AND CONTRACT DOCUMENTS.
 2. INSTALL EROSION AND SEDIMENT CONTROLS BEFORE DISTURBING ANY SOILS, SEDIMENT OR VEGETATION AT THE SITE.
 3. ADJUST, RELOCATE OR PROVIDE ADDITIONAL EROSION AND SEDIMENT CONTROLS AS WORK PROGRESSES IN TO PROTECT UNDISTURBED AREAS OF THE SITE.
 4. MAINTAIN EROSION AND SEDIMENT CONTROLS UNTIL THE SITE IS RESTORED AND SITE IMPROVEMENTS INCLUDING LANDSCAPING, IF ANY, ARE COMPLETE WITH UNDERLYING SOILS PERMANENTLY STABILIZED.
 5. CARE SHALL BE TAKEN NOT TO PLACE REMOVED SEDIMENTS WITHIN THE PATH OF EXISTING, NEWLY CREATED OR PROPOSED AREAS THAT ARE SUBJECT TO STORMWATER FLOW.
 6. CONTRACTOR SHALL PROVIDE AND MAINTAIN TURBIDITY CURTAINS AND IS RESPONSIBLE FOR DETERMINING LAYOUT AND INSTALLATION PROCEDURES IN ACCORDANCE WITH CONTRACT DOCUMENTS.
 7. TURBIDITY CURTAINS SHALL BE INSTALLED TO SURROUND THE LIMIT OF WORK, AS NEEDED INCLUDING BUT NOT LIMITED TO DEMOLITION AND WALL CONSTRUCTION.
 8. DEWATER LANDWARD OF BULK-HEAD USING A PUMP WITH A FILTER BAG, PUMP WATER INTO NEWPORT HARBOR.
 9. PROTECTING DEVICES SHALL BE USED AROUND TREES AND TRANSFORMERS ON SITE.



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City of Newport
RHODE ISLAND

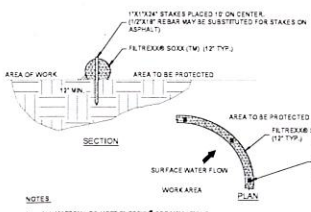
DESIGN-BUILD CONCEPT FOR BIDDING PURPOSES ONLY

PROJECT NO.	18242.00
DATE	FEBRUARY 2024
DESIGN WORK	YES
CONSTRUCTION	NO
OWNER	STATE
DESIGNED BY	GZA
PROJECT NO.	18242.00
SCALE	AS SHOWN
REVISION	

PEROTTI PARK
AMERICA'S CUP AVE
NEWPORT, RHODE ISLAND

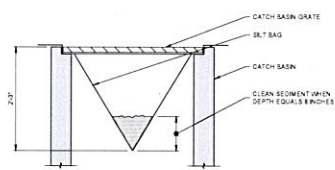
TEMPORARY CONTROLS PLAN

DRAWING
6
SHEET NO. 4 OF 14



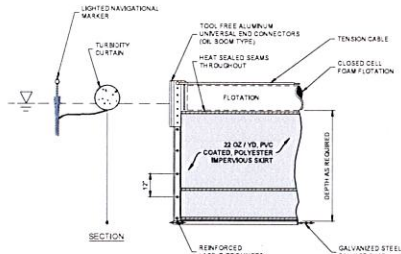
- NOTES**
1. ALL MATERIAL TO MEET FILTREX® SPECIFICATIONS.
 2. STAKES/REBAR PINS SHALL HAVE PROTECTIVE CAPS INSTALLED TO PREVENT FALL INJURY.

1 FILTREX® SOXX SEDIMENT CONTROL DETAIL
NOT TO SCALE



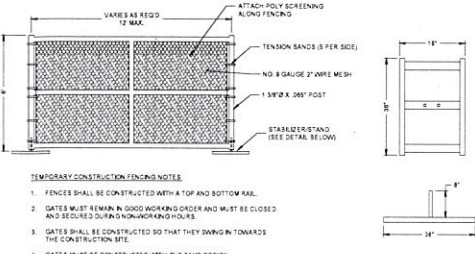
- NOTES**
1. SEDIMENT BAG INLET PROTECTION TO BE SILT SACK MANUFACTURED BY ATLANTIC CONSTRUCTION FABRICS INC. RICHMOND, VA OR APPROVED EQUAL.
 2. STORM WATER CATCH BASINS OR DRAINS SHALL BE PROTECTED FROM MATERIALS RUNOFF. CONTRACTOR SHALL INSTALL SILT SACKS WITHIN EACH CATCH BASIN IN THE VICINITY OF ANY WORK AREAS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS. CONTRACTOR SHALL USE ALL IMPROVEMENTS TO PROTECT THESE INLETS FROM SEDIMENT AND DEBRIS.

2 SILT SACK DETAIL
NOT TO SCALE



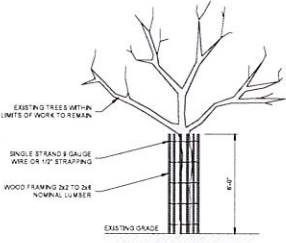
- NOTES**
1. REFER TO SECTION 31.03.00 - TEMPORARY CONTROLS FOR MINIMUM REQUIREMENTS OF TURBIDITY CURTAINS.
 2. END OF CURTAIN SHALL BE ANCHORED SECURELY AT THE SHORELINE ABOVE MEAN HIGH WATER ELEVATION IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
 3. TURBIDITY CURTAINS SHALL BE INSPECTED REGULARLY TO DETERMINE IF ALL COMPONENTS ARE FUNCTIONING PROPERLY.

3 TURBIDITY CURTAIN
NOT TO SCALE



- TEMPORARY CONSTRUCTION FENCE NOTES**
1. FENCES SHALL BE CONSTRUCTED WITH A TOP AND BOTTOM RAIL.
 2. GATES MUST REMAIN IN GOOD WORKING ORDER AND MUST BE CLOSED AND SECURED DURING NON-WORKING HOURS.
 3. GATES SHALL BE CONSTRUCTED SO THAT THEY SWING IN TOWARDS THE CONSTRUCTION SITE.
 4. GATES MUST BE CONSTRUCTED WITH THE SAME DESIGN CHARACTERISTICS AS THE TEMPORARY CONSTRUCTION FENCE.
 5. FABRIC SHALL BE ANCHORED IN EACH GROMMET WITH ALUMINUM TIES.

4 TYPICAL TEMPORARY CONSTRUCTION FENCE PANEL
NOT TO SCALE



NOTE
THIS DETAIL SHALL BE USED TO PROTECT THE TREES TRUNK IN SITUATION WHERE CONSTRUCTION IS WITHIN CLOSE PROXIMITY, OR OTHERWISE NOTED HEREIN AS PROTECTED TREE.

5 TREE PROTECTION DEVICE
NOT TO SCALE

TYPICAL FENCE STABILIZER/STAND
NOT TO SCALE

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PREPARED FOR
City of Newport
RECREATION DEPARTMENT

PROJECT NO. 31242.00
DATE: FEBRUARY 2026
PROJECT AREA: T&E
DESIGNED BY: JFJ
DRAWN BY: BSB
CHECKED BY: TMS
REVIEWED BY: MJP
SCALE: AS NOTED
REVISIONS:

DESIGN - BUILD CONCEPT FOR BIDDING PURPOSES ONLY

PEROTTI PARK
AMERICA'S CUP AVE
NEWPORT, RHODE ISLAND

TEMPORARY CONTROL DETAILS

DRAWING
7
SHEET NO. 7 OF 14

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RECEIVED
02/19/2025
DESIGN SERVICES



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DESIGN-BUILD CONCEPT
FOR BOOING PURPOSES ONLY

PROJECT NO. 2024-001
DATE: FEBRUARY 2024

PROJECT MANAGER: JIM
DESIGNED BY: JIM
SCALE: 1/8" = 1'-0"

DATE: FEBRUARY 2024
SCALE: 1/8" = 1'-0"

DESIGN-BUILD CONCEPT
FOR BOOING PURPOSES ONLY

PROJECT NO. 2024-001
DATE: FEBRUARY 2024

PROJECT MANAGER: JIM
DESIGNED BY: JIM
SCALE: 1/8" = 1'-0"

DATE: FEBRUARY 2024
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DESIGN-BUILD CONCEPT
FOR BOOING PURPOSES ONLY

PROJECT NO. 2024-001
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DATE: FEBRUARY 2024
SCALE: 1/8" = 1'-0"

DESIGN-BUILD CONCEPT
FOR BOOING PURPOSES ONLY

PROJECT NO. 2024-001
DATE: FEBRUARY 2024

PROJECT MANAGER: JIM
DESIGNED BY: JIM
SCALE: 1/8" = 1'-0"

DATE: FEBRUARY 2024
SCALE: 1/8" = 1'-0"

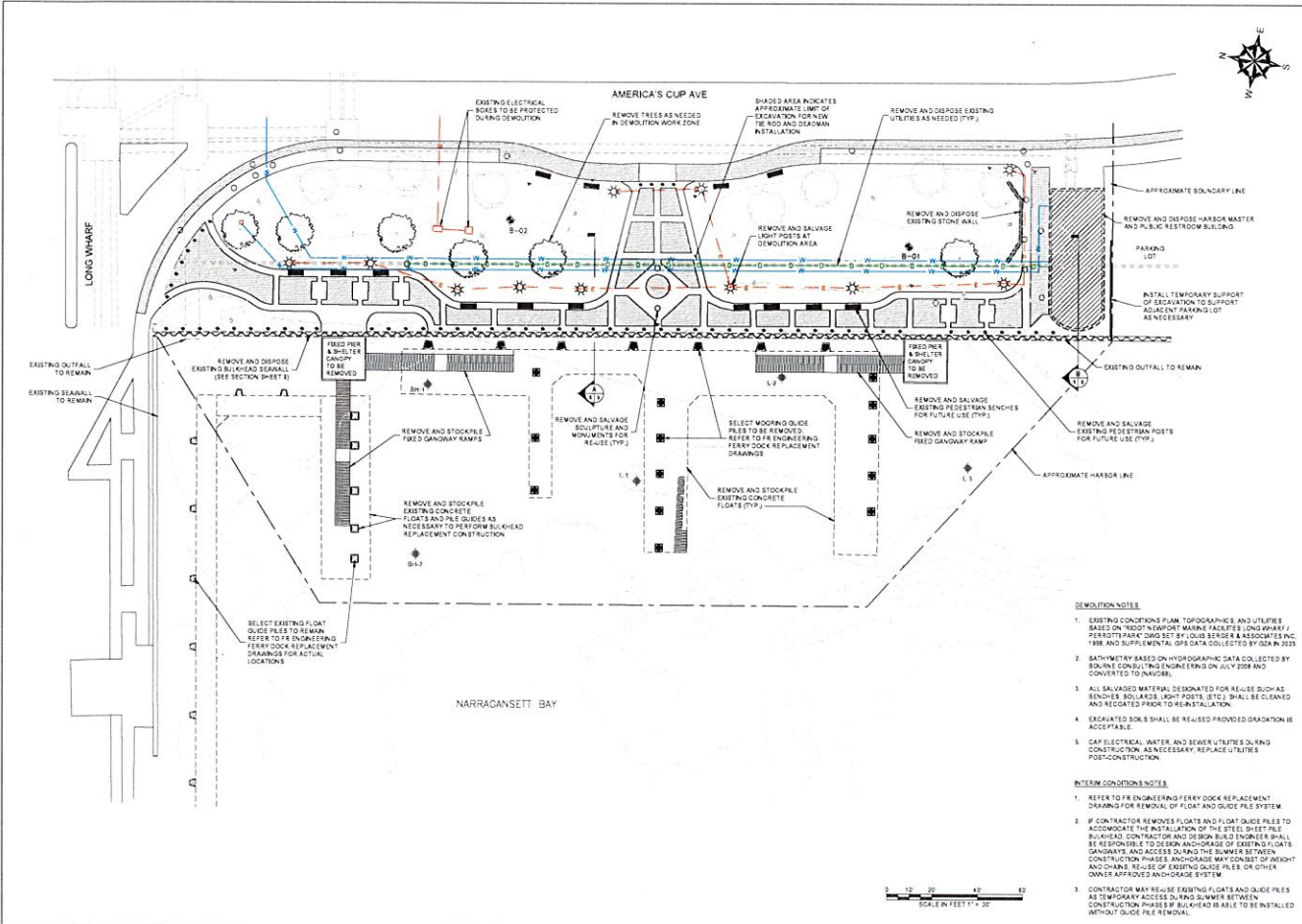
DESIGN-BUILD CONCEPT
FOR BOOING PURPOSES ONLY

PROJECT NO. 2024-001
DATE: FEBRUARY 2024

PROJECT MANAGER: JIM
DESIGNED BY: JIM
SCALE: 1/8" = 1'-0"

DATE: FEBRUARY 2024
SCALE: 1/8" = 1'-0"

DESIGN-BUILD CONCEPT
FOR BOOING PURPOSES ONLY



- DEMOLITION NOTES**
- EXISTING CONDITIONS PLAN, TOPOGRAPHY AND UTILITIES BASED ON "NOOT" NEWPORT MARINE FACILITIES LONG WHARF / PERROTTO PARK DWS SET BY LOUIS BERGER & ASSOCIATES INC. (BIB) AND SUPPLEMENTAL USE DATA COLLECTED BY GZA IN 2023.
 - BATHYMETRY BASED ON HYDROGRAPHIC DATA COLLECTED BY BOURNE CONSULTING ENGINEERING ON JULY 2008 AND CONVERTED TO NAVD83.
 - ALL SALVAGED MATERIAL DESIGNATED FOR RE-USE SUCH AS BENCHES, ROLLERS, JOINT POSTS, ETC. SHALL BE CLEANED AND RECORDED PRIOR TO RE-INSTALLATION.
 - EXCAVATED SOILS SHALL BE RE-USED PROVIDED DRAINAGE IS ACCEPTABLE.
 - ALL ELECTRICAL, WATER AND SEWER UTILITIES DURING CONSTRUCTION AS NECESSARY. REPLACE UTILITIES POST-CONSTRUCTION.
- INTERIM CONDITIONS NOTES**
- REFER TO FR ENGINEERING FERRY DOCK REPLACEMENT DRAWING FOR REMOVAL OF FLAT AND GUIDE PILE SYSTEM.
 - IF CONTRACTOR REMOVES FLAT AND/OR GUIDE PILES TO ACCOMMODATE THE INSTALLATION OF THE STEEL SHEET PILE BULKHEAD CONTRACTOR AND DESIGN BUILD ENGINEER SHALL BE RESPONSIBLE TO DESIGN AND/OR CONSTRUCT OF EXISTING FLAT'S GANWAYS AND ACCESS DURING THE SWIMMER BETWEEN CONSTRUCTION PHASES. ANCHORAGE MAY CONSIST OF WEIGHT AND CHAINS. RE-USE OF EXISTING GUIDE PILES OR OTHER OWNER APPROVED ANCHORAGE SYSTEM.
 - CONTRACTOR MAY RE-USE EXISTING FLAT'S AND GUIDE PILES AS TEMPORARY ACCESS DURING SWIMMER BETWEEN CONSTRUCTION PHASES IF BULKHEAD IS ABLE TO BE INSTALLED WITHOUT GUIDE PILE REMOVAL.



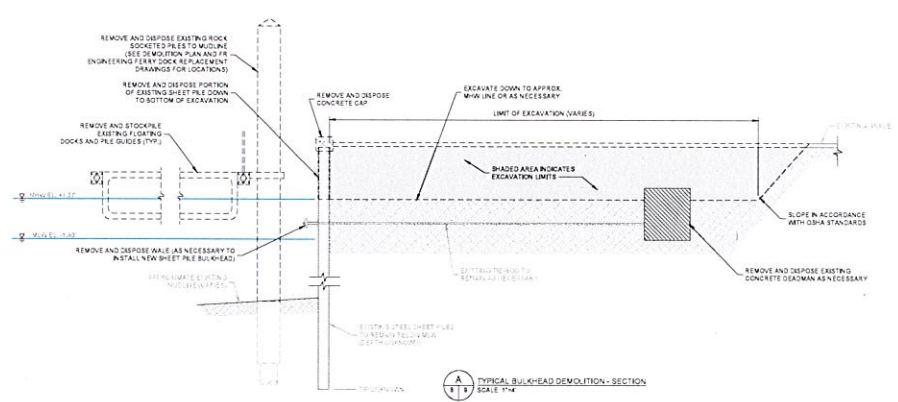
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PERROTTO PARK
AMERICA'S CUP AVE
NEWPORT, RHODE ISLAND

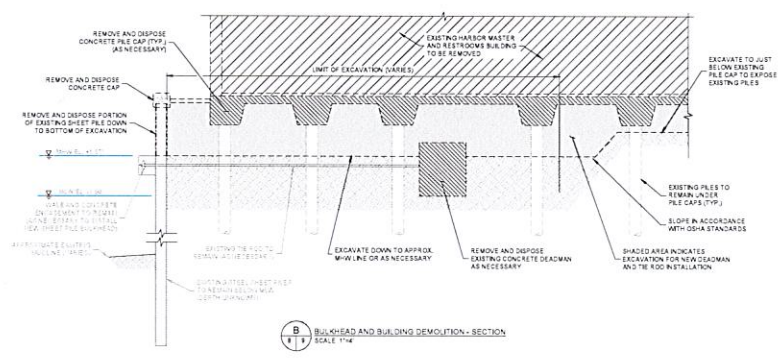
DEMOLITION PLAN

DRAWING
8
SHEET NO. 1 OF 14

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A
TYPICAL Bulk-HEAD DEMOLITION - SECTION
SCALE: 1/4" = 1'-0"



B
Bulk-HEAD AND BUILDING DEMOLITION - SECTION
SCALE: 1/4" = 1'-0"



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City of Newport
RHODE ISLAND

REV.	DESCRIPTION	DATE

DESIGN-BUILD CONCEPT
FOR BIDDING PURPOSES ONLY

PROJECT NO.	352105
DATE	FEBRUARY 2025
PROJECT TITLE	
DESIGNED BY	JG
DRAWN BY	SM
CHECKED BY	TWS
IN CHARGE	JGP
SCALE	AS SHOWN
REVISIONS	

PEROTTI PARK
AMERICA'S CUP AVE
NEWPORT, RHODE ISLAND

DEMOLITION SECTIONS

DRAWING	9
SHEET NO.	12 OF 14

200' C&G LIMIT BEYOND (NOT SHOWN)



DESIGN-BUILD CONCEPT FOR BOOING PURPOSES ONLY

REV.	DESCRIPTION	DATE

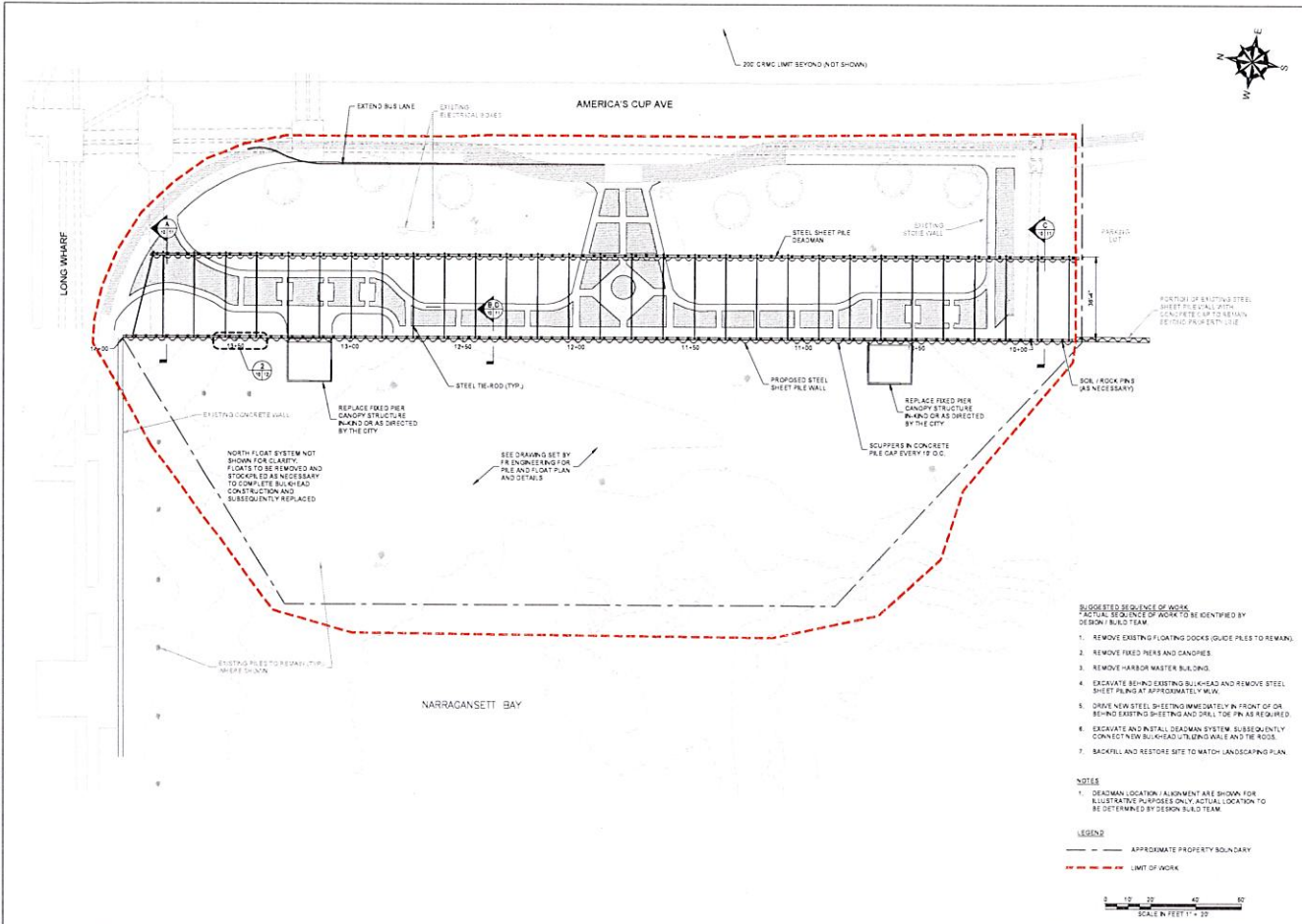
DESIGN-BUILD CONCEPT FOR BOOING PURPOSES ONLY

PROJECT NO.	3024209
DATE	FEBRUARY 2016
PROJECT NAME	
DESIGNED BY	
SCALE BY	
CHECKED BY	
DATE	
REVISIONS	

PEROTTI PARK
AMERICA'S CUP AVE
NEWPORT, RHODE ISLAND

PROPOSED BULKHEAD AND ANCHOR PLAN

DRAWING
10
SHEET NO. 10 OF 14



- BUDGETED SEQUENCE OF WORK**
ACTUAL SEQUENCE OF WORK TO BE IDENTIFIED BY DESIGN-BUILD TEAM
1. REMOVE EXISTING FLOATING DOCKS (GUIDE PILES TO REMAIN)
 2. REMOVE FIXED PIERS AND CANOPIES
 3. REMOVE HARBOR MASTER BUILDING
 4. EXCAVATE BEHIND EXISTING BULKHEAD AND REMOVE STEEL SHEET PILING AT APPROPRIATELY NOW
 5. DRIVE NEW STEEL SHEETING IMMEDIATELY IN FRONT OF OR BEHIND EXISTING SHEETING AND DRILL THE PILE AS REQUIRED
 6. EXCAVATE AND INSTALL DEADMAN SYSTEM SUBSEQUENTLY CONNECT NEW BULKHEAD TO BULKHEAD AND THE PILES
 7. BACKFILL AND RESTORE SITE TO MATCH LANDSCAPING PLAN

NOTES
1. DEADMAN LOCATION / ALIGNMENT ARE SHOWN FOR ILLUSTRATIVE PURPOSES ONLY. ACTUAL LOCATION TO BE DETERMINED BY DESIGN-BUILD TEAM

LEGEND
--- APPROXIMATE PROPERTY BOUNDARY
- - - - - LIMIT OF WORK



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PROPOSED BY



DESIGNED BY

DRAWN BY

CHECKED BY

SCALE

DATE

PROJECT NO.

DATE

PROJECT NO.

DATE

PROJECT NO.

DATE

PROJECT NO.

DATE

PROJECT NO.

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PROJECT NO.

DATE

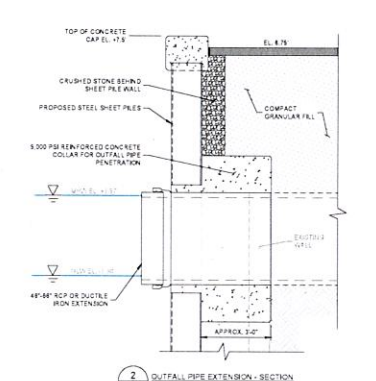
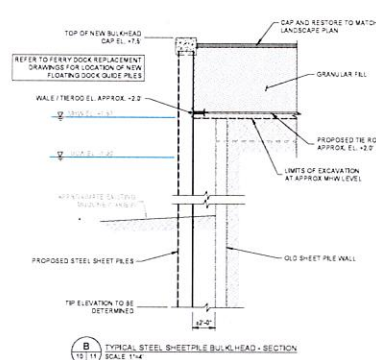
PROJECT NO.

DATE

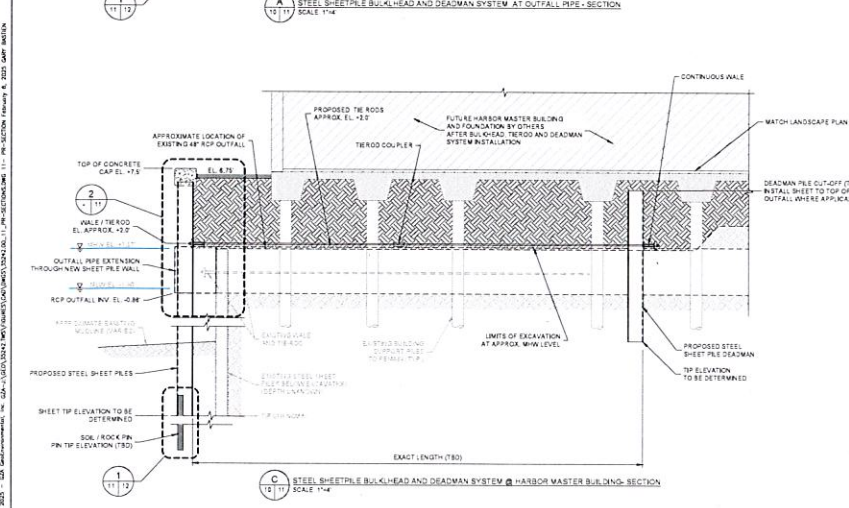
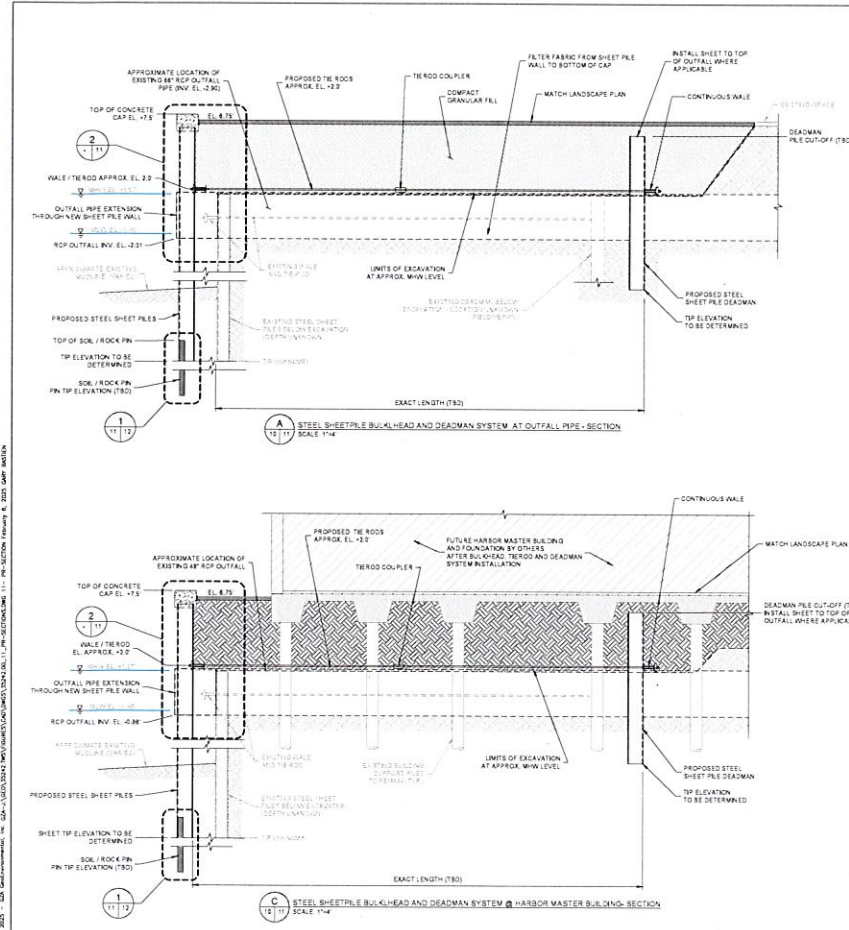
DESIGN-BUILD CONCEPT
FOR BIDDING PURPOSES ONLY

PROPOSED CONDITIONS SECTIONS

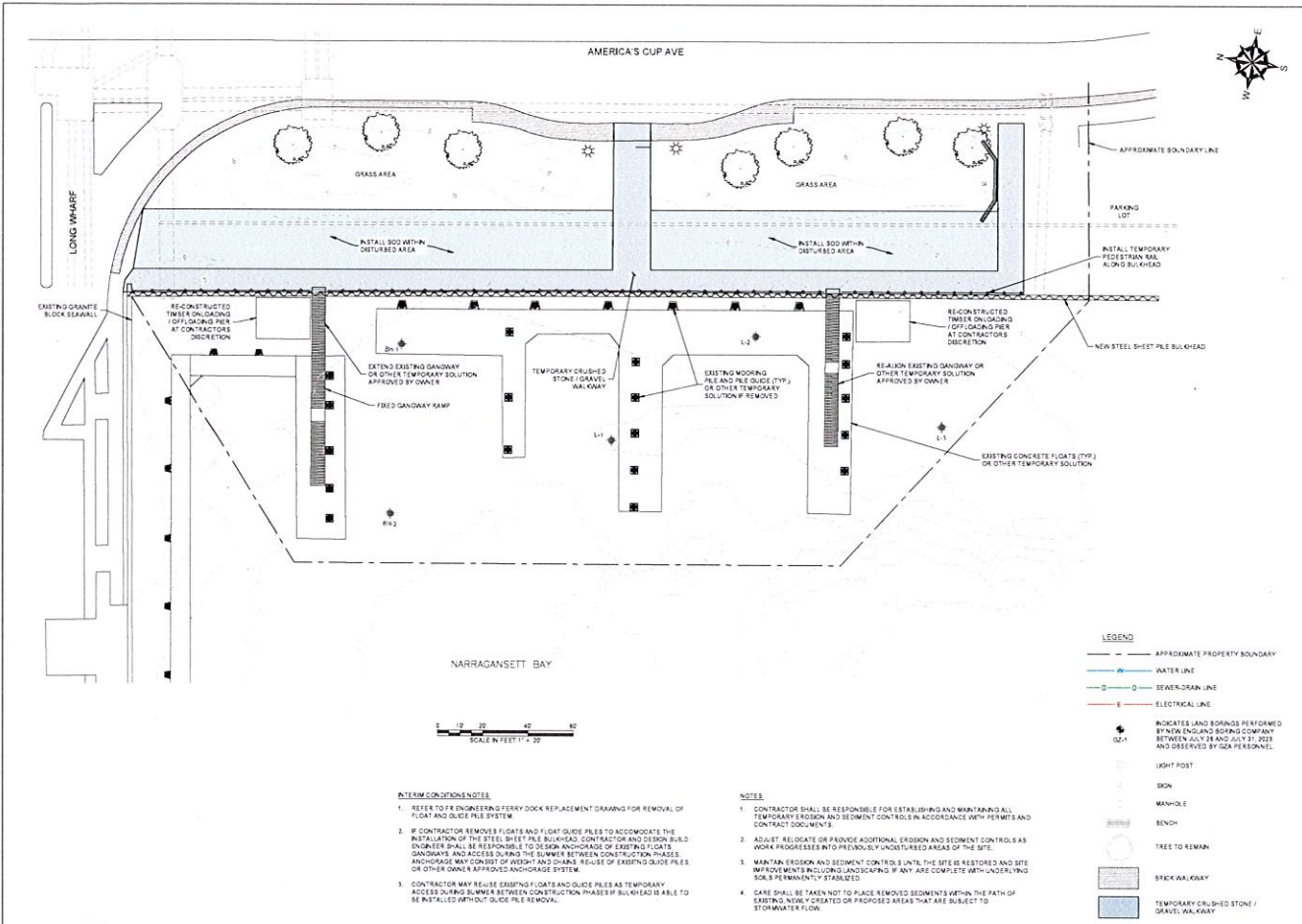
DRAWING
11
3/8" = 1' - 0"




- NOTES
1. CONTRACTOR SHALL NOT STOCKPILE OR PLACE SURCHARGE LOADS (EQUIPMENT, MATERIALS, ETC.) GREATER THAN EXISTING BEARALL ALLOWABLE LOADS.
 2. INSTALL AND TENSION TIE RODS TO REMOVE BACKFILL PRIOR TO BACKFILLING EXISTING WALLS.
 3. WALE AND TIE ROD ELEVATIONS ARE SHOWN FOR ILLUSTRATIVE PURPOSES ONLY. DESIGN/LOAD ENGINEER SHALL DESIGN SHEET PILE, WALE, TIE ROD, DEADMAN AND LOCATE ACCORDINGLY.
 4. DO NOT COMPLETELY BLOCK THE FLOW OF THE OUTFALLS DURING CONSTRUCTION.



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City of Newport
ESTABLISHED 1639

DESIGN-BUILD CONCEPT FOR BIDDING PURPOSES ONLY

PROJECT NO.	3124209
DATE	FEBRUARY 2024
PROJECT NO.	3124
DESIGNED BY	JZ
SKETCH BY	SM
CHECKED BY	TWS
REVIEWED BY	WJF
DATE	AS NOTED
REVISION	

PEROTTI PARK
AMERICA'S CUP AVE
NEWPORT, RHODE ISLAND

TEMPORARY CONDITIONS PLAN

DRAWING	13
SHEET NO.	13 OF 14

INTERIM CONDITIONS NOTES

- REFER TO FR ENGINEERING FERRY DOCK REPLACEMENT DRAWING FOR REMOVAL OF FLOAT AND GUIDE PILE SYSTEM.
- IF CONTRACTOR REMOVES FLOATS AND FLOAT GUIDE PILES TO ACCOMMODATE THE INSTALLATION OF THE STEEL SHEET PILE BULKHEAD, CONTRACTOR AND DESIGN BUILD ENGINEER SHALL BE RESPONSIBLE TO DESIGN ANCHORAGE OF EXISTING FLOATS, GANDWAYS, AND ACCESS DURING THE SUMMER BETWEEN CONSTRUCTION PHASES. ANCHORAGE MAY CONSIST OF WEIGHT AND CHAINS, RESUSE OF EXISTING GUIDE PILES, OR OTHER OWNER APPROVED ANCHORAGE SYSTEM.
- CONTRACTOR MAY REUSE EXISTING FLOATS AND GUIDE PILES AS TEMPORARY ACCESS DURING SUMMER BETWEEN CONSTRUCTION PHASES IF BULKHEAD IS ABLE TO BE INSTALLED WITHOUT GUIDE PILE REMOVAL.

NOTES

- CONTRACTOR SHALL BE RESPONSIBLE FOR ESTABLISHING AND MAINTAINING ALL TEMPORARY EROSION AND SEDIMENT CONTROLS IN ACCORDANCE WITH PERMITS AND CONTRACT DOCUMENTS.
- ADJUST, RELOCATE OR PROVIDE ADDITIONAL EROSION AND SEDIMENT CONTROLS AS WORK PROGRESSES AND PREVIOUSLY UNDISTURBED AREAS OF THE SITE.
- MAINTAIN EROSION AND SEDIMENT CONTROLS UNTIL THE SITE IS RESTORED AND SITE IMPROVEMENTS INCLUDING LANDSCAPING IF ANY ARE COMPLETE WITH UNDERLYING SOILS PERMANENTLY STABILIZED.
- CARE SHALL BE TAKEN NOT TO PLACE REMOVED SEDIMENTS WITHIN THE PATH OF EXISTING NEWLY CREATED OR PROPOSED AREAS THAT ARE SUBJECT TO STORMWATER FLOW.

LEGEND

- APPROXIMATE PROPERTY BOUNDARY
- WATER LINE
- SEWER/DRAIN LINE
- ELECTRICAL LINE
- INDICATES LAND BORINGS PERFORMED BY NEW ENGLAND SOILING COMPANY BETWEEN JULY 18 AND JULY 21, 2024 AND OBSERVED BY GZA PERSONNEL
- LIGHT POST
- SIGN
- MANHOLE
- BENCH
- TREE TO REMAIN
- BRICK WALKWAY
- TEMPORARY CRUSHED STONE / GRAVEL WALKWAY

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PROPOSED FOR

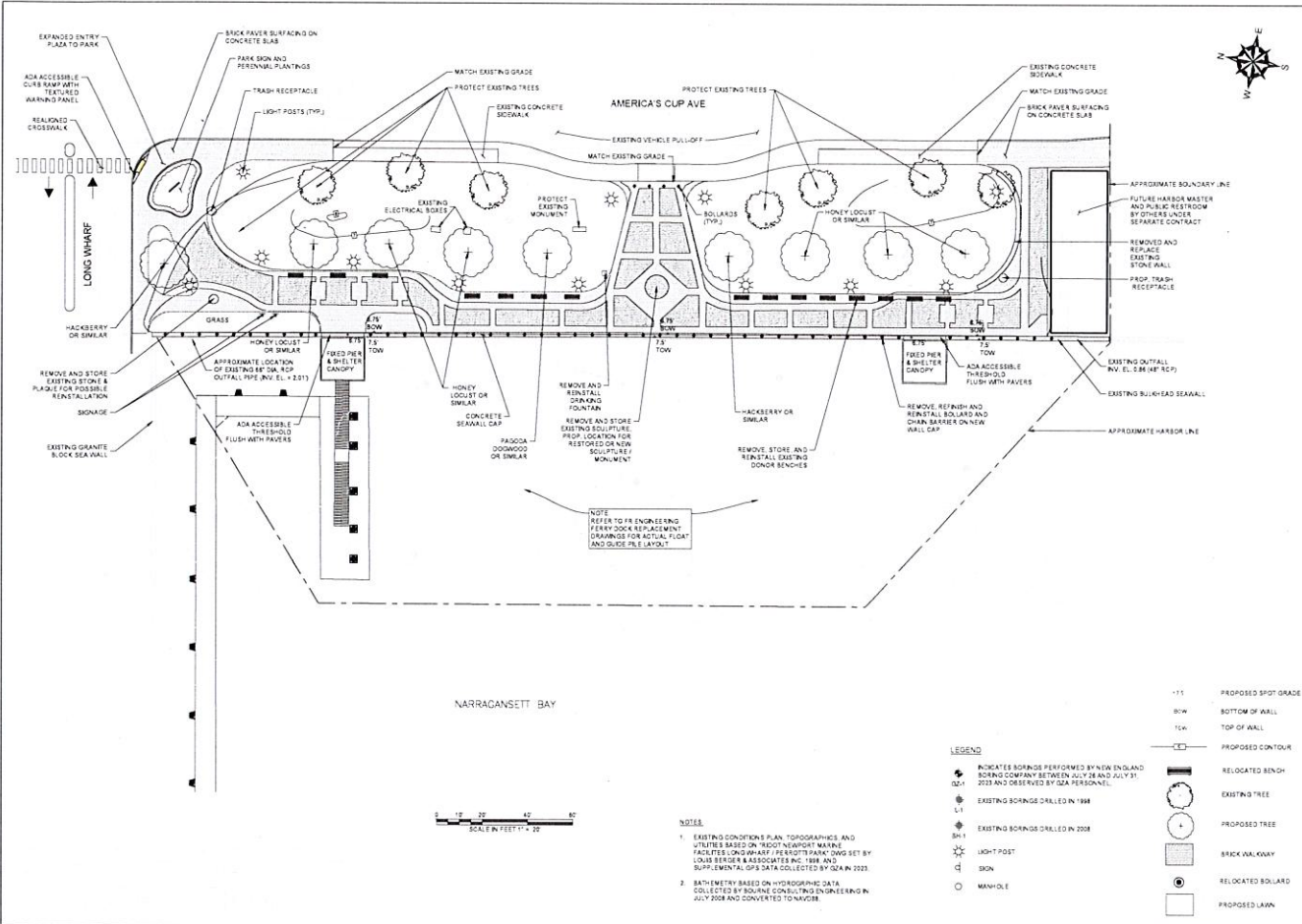
PEROTTI PARK
AMERICA'S CUP AVE
NEWPORT, RHODE ISLAND

DESIGN-BUILD CONCEPT
FOR PLANNING PURPOSES ONLY

NO.	DESCRIPTION	DATE
1	PROJECT NO	3024200
2	DATE	FEBRUARY 2024
3	PROJECT LEADER	TEP
4	DESIGNED BY	MEP
5	DRAWN BY	ABC
6	CHECKED BY	TWS
7	IN CHARGE	ABC
8	SCALE	AS NOTED
9	REVISION	NEW/2/24

LANDSCAPE PLAN

DRAWING
14
SHEET NO. 14 OF 14




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PERROTTI PARK FERRY DOCK REPLACEMENT 39 AMERICA'S CUP AVENUE NEWPORT, RHODE ISLAND

INDEX

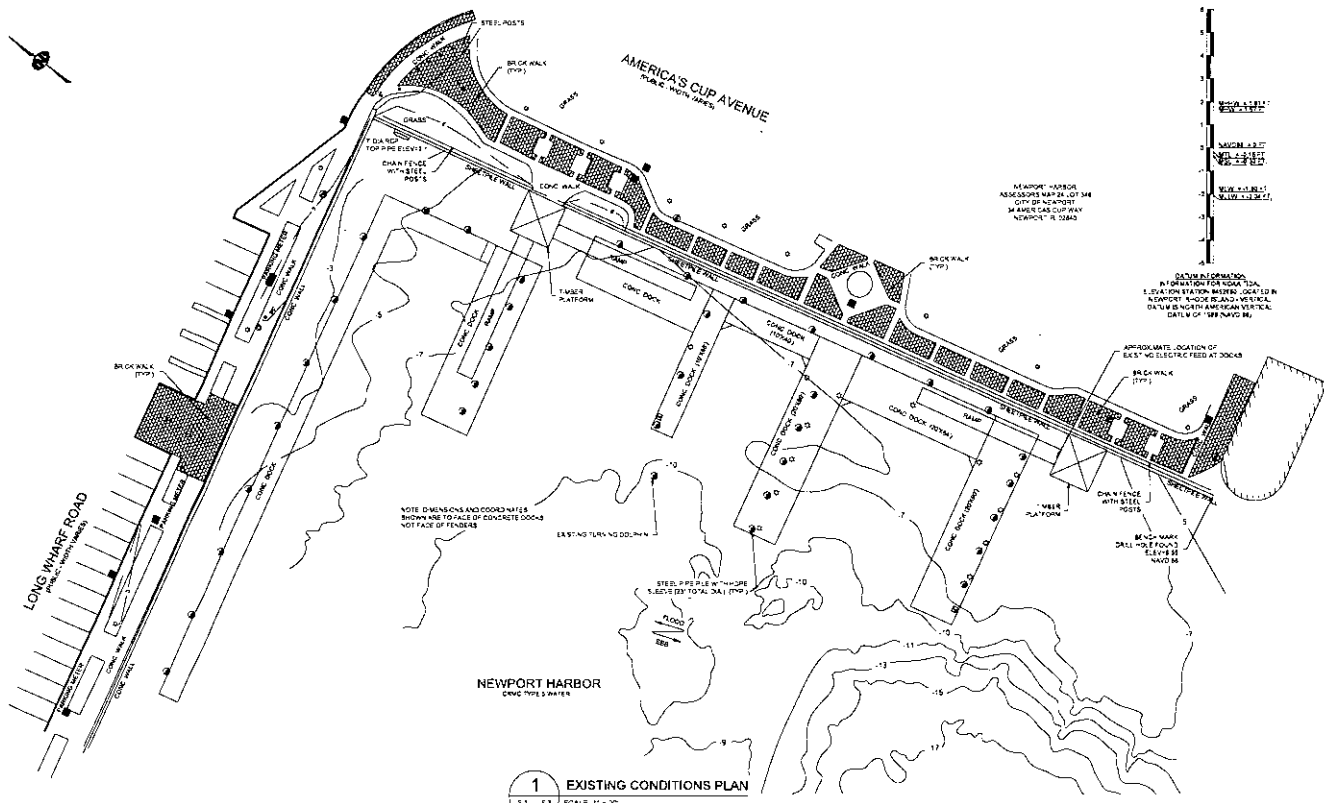
SHEET	DESCRIPTION
S-1	TITLE SHEET
S-2	GENERAL NOTES
S-3	EXISTING CONDITIONS PLAN
S-4	DEMOLITION PLAN
S-5	PROPOSED CONDITIONS PLAN
S-6	TYPICAL DETAILS




VICINITY MAP
 (NOT TO SCALE)
 (GENERATED FROM GOOGLE EARTH)

PREPARED FOR
 THE CITY OF NEWPORT - HARBORS DEPARTMENT
 39 AMERICA'S CUP AVENUE
 NEWPORT, RI 02840

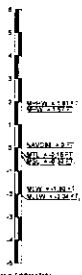
<p style="font-size: small;">REVISION DESCRIPTION</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">NO.</th> <th style="width: 40%;">DATE</th> <th style="width: 50%;">BY</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	NO.	DATE	BY																<p style="font-size: x-small;">2046 Post Road, Suite 202 Newport, RI 02840 401-575-1569 stephan@stephaneng.com</p> <p style="text-align: center; font-weight: bold;">PERROTTI PARK FERRY DOCK REPLACEMENT NEWPORT, RHODE ISLAND</p> <p style="text-align: center; font-weight: bold;">TITLE SHEET</p> <div style="border: 1px solid black; padding: 2px; font-size: x-small;"> <p>STEPHANE W. PRAT 12101 REGISTERED PROFESSIONAL ENGINEER CIVIL 1/22/25</p> </div> <p style="font-size: x-small;">DATE: JANUARY 23 2025 DESIGN BY: JMR DRAWN BY: JMR CHECKED BY: SLS PROJECT NUMBER: 23009.00</p> <p style="font-size: large; font-weight: bold; text-align: center;">S-1</p> <p style="font-size: x-small; text-align: center;">SHEET 1 OF 6</p>
NO.	DATE	BY																	



1 EXISTING CONDITIONS PLAN
SCALE 1" = 20'

- LEGEND**
- LIGHT REDEBTAL
 - ELECTRIC REDEBTAL
 - EXISTING STEEL PIPE PILES WITH CORE SLEEVE (3" TOTAL DIAMETER)

- NOTES**
1. THIS BASE PLAN WAS DEVELOPED FROM THE FOLLOWING FILES:
 - 1.1 AUTOCAD FILE: TITLED 23490 PERROTTI PARK LOCATIONS PLAN AND ELEVATIONS 126-33 BY CHRISTOPHER G. PALMER PCS TRANSMITTED TO FREG ELECTRONICALLY ON JULY 26, 2023
 - 1.2 PDF PLAN TITLE: EXISTING CONDITIONS PLAN - PERROTTI PARK, NEWPORT RHODE ISLAND ASSESSORS PLAT 24 LOT NO 348 BY CHRISTOPHER G. PALMER PCS DATED JULY 26, 2023
 - 1.3 BATHYMETRY BASED ON HYDROGRAPHIC DATA COLLECTED BY BOURNE CONSULTING ENGINEERING IN JULY 2024 AND CONVERTED TO NAVD83
 2. PORTIONS OF THESE PREMISES ARE SITUATED IN A ZONE VE (E-13) AND A ZONE AE (E-12) AS ESTABLISHED ON THE NATIONAL FLOOD INSURANCE PROGRAM FIRN FLOOD HAZARD DATA MAP NEWPORT COUNTY, RHODE ISLAND (FIRM JURISDICTIONS: PANEL 177 OF 225 (ALL JURISDICTIONS) MAP NUMBER 4450620-1772 MAP REVISED SEPTEMBER 4, 2015 FEDERAL EMERGENCY MANAGEMENT AGENCY



DATUM INFORMATION
 A POSITION FOR NOAA DATA
 ELEVATION BASED ON THE
 NEWPORT RHODE ISLAND VERTICAL
 DATUM (NORTH AMERICAN VERTICAL
 DATUM OF 1885 NAVD 83)

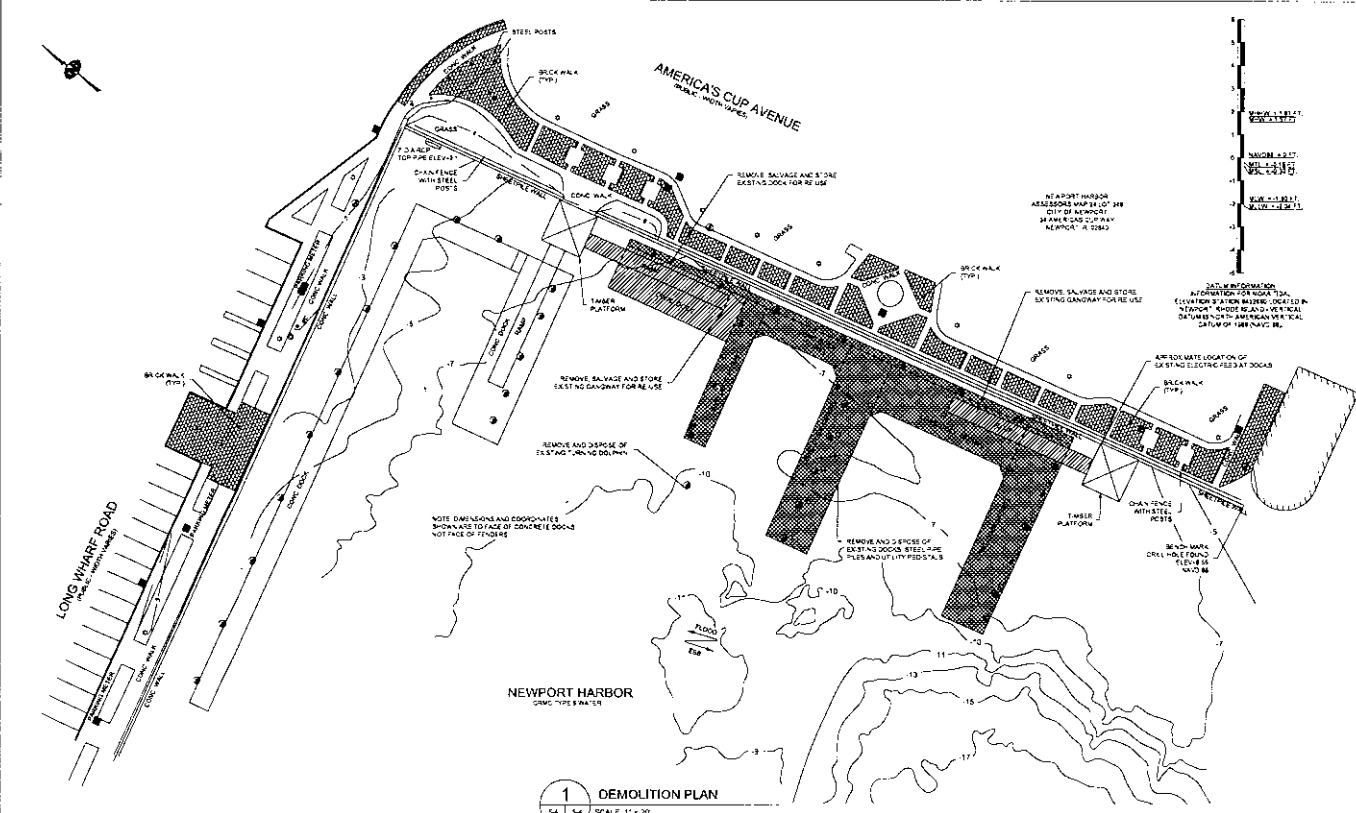
**PERROTTI PARK FERRY DOCK REPLACEMENT
 NEWPORT RHODE ISLAND
 EXISTING CONDITIONS PLAN**

STEPHANE H. NEAT
 12101
 REGISTERED PROFESSIONAL ENGINEER
 CIVIL 1/26/23

DATE: JAN. 20, 2025
DESIGNED BY: JCS
DRAWN BY: JCS
CHECKED BY: JCS
PROJECT NUMBER: 23003.00

S-3
 SHEET 3 OF 4

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NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	01/20/25
2	REVISED	01/20/25
3	REVISED	01/20/25
4	REVISED	01/20/25
5	REVISED	01/20/25
6	REVISED	01/20/25
7	REVISED	01/20/25
8	REVISED	01/20/25
9	REVISED	01/20/25
10	REVISED	01/20/25
11	REVISED	01/20/25
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14	REVISED	01/20/25
15	REVISED	01/20/25
16	REVISED	01/20/25
17	REVISED	01/20/25
18	REVISED	01/20/25
19	REVISED	01/20/25
20	REVISED	01/20/25

PERROTTI PARK FERRY DOCK REPLACEMENT
NEWPORT, RHODE ISLAND
DEMOLITION PLAN

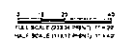


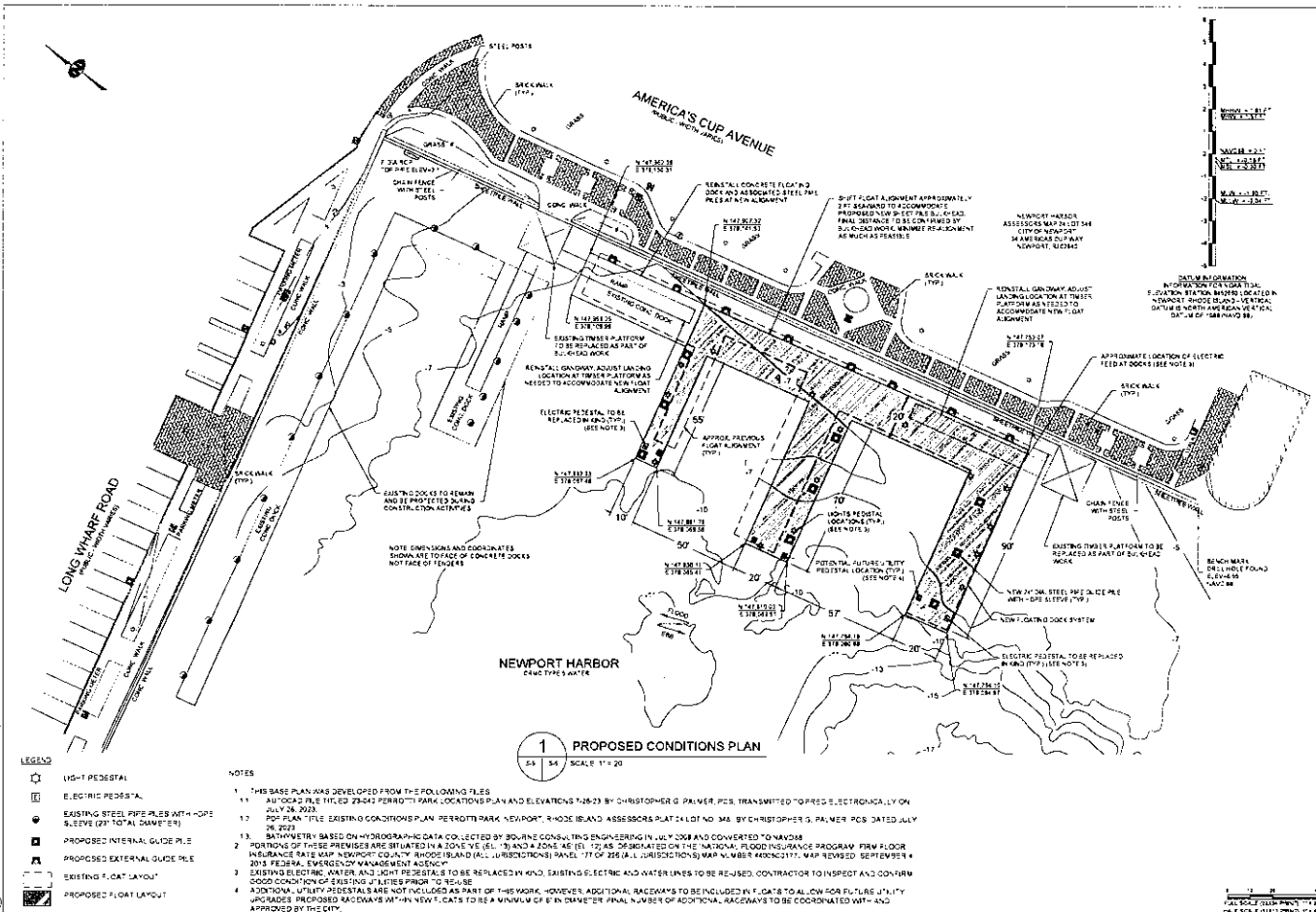
DATE: JAN. 20, 2025
DESIGNED BY: SWP
DRAWN BY: PSL
CHECKED BY: SWP
PROJECT NUMBER: 23029.00
S-4
SHEET 2 OF 4

1 DEMOLITION PLAN
SCALE: 1" = 20'

- NOTES**
1. THIS BASE PLAN WAS DEVELOPED FROM THE FOLLOWING FILES:
 1.1. AUTOCAD FILE: "1102 23-000 PERROTTI PARK LOCATIONS PLAN AND ELEVATIONS 126223.DWG" BY CHRISTOPHER G. PALMER, PCS, TRANSMITTED TO REG. ELECTRONICALLY ON JULY 28, 2023.
 1.2. PDI PLAN FILE: EXISTING CONDITIONS PLAN (PERROTTI) PARK NEWPORT, RHODE ISLAND, ASSESSORS PLAT 24, LOT NO. 348, BY CHRISTOPHER G. PALMER, PCS, DATED JULY 26, 2023.
 1.3. DATUM: MEANS BASED ON HYDROGRAPHIC DATA COLLECTED BY SOULNE CONSULTING ENGINEERING IN JULY 2024 AND CONVERTED TO NAVDAS83.
 2. PORTIONS OF THESE PREMISES ARE SITUATED IN A ZONE VE (SE, V3) AND A ZONE AE (SE, V3) AS DESIGNATED ON THE NATIONAL FLOOD INSURANCE PROGRAM FIRM FLOOD INSURANCE RATE MAP, NEWPORT COUNTY, RHODE ISLAND (ALL JURISDICTIONS) PANEL 177 OF 226 (ALL JURISDICTIONS) MAP NUMBER 42056417, MAP REVISED SEPTEMBER 4, 2013, FEDERAL EMERGENCY MANAGEMENT AGENCY.

- LEGEND**
- LIGHT PEDESTAL
 - ELECTRIC PEDESTAL
 - EXISTING STEEL PIPE PILES WITH COPES (SLEEVE 23" DIA., DIA. 24")





PROPOSED CONDITIONS PLAN

PERROTTI PARK FERRY DOCK REPLACEMENT
NEWPORT, RHODE ISLAND

DATE: JANUARY 26, 2020
 DRAWN BY: JAV
 CHECKED BY: JAV
 PROJECT NUMBER: 23009-00

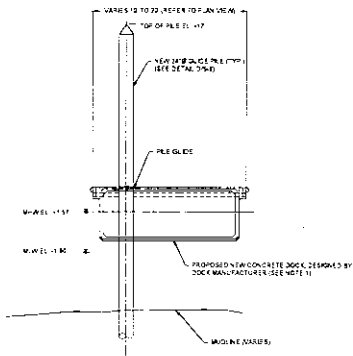
S-5
S-11-101-000
23009-00-001
Newport, RI 02882
fr-engineering.com

- LEGEND**
- ☆ 1/2" x 1" PILE
 - ELECTRIC PILE
 - EXISTING STEEL PIPE PILES WITH 6" x 6" (20" TOTAL) GANTRY
 - PROPOSED INTERNAL GUIDE PILE
 - ▣ PROPOSED EXTERNAL GUIDE PILE
 - EXISTING FLOAT LAYOUT
 - PROPOSED FLOAT LAYOUT

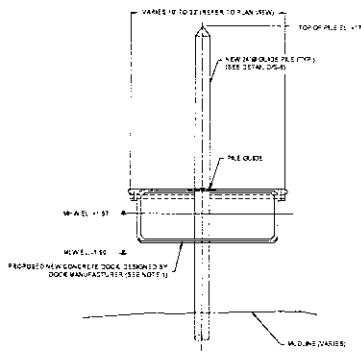
- NOTES**
1. THIS BASE PLAN WAS DEVELOPED FROM THE FOLLOWING FILES:
 - 1.1 AUTOCAD FILE TITLED 23043 PERROTTI PARK LOCATIONS PLAN AND ELEVATIONS 1-26-20 BY CHRISTOPHER G. PALMER, PCS, TRANSMITTED TO PRES. ELECTRONICALLY ON JULY 26, 2020.
 - 1.2 PDF FILE TITLED EXISTING CONDITIONS PLAN PERROTTI PARK, NEWPORT, RHODE ISLAND ASSESSORS PLAN IN LOT NO. 34A BY CHRISTOPHER G. PALMER, PCS DATED JULY 26, 2020.
 - 1.3 BATHYMETRY BASED ON HYDROGRAPHIC DATA COLLECTED BY SOURCE CONSULTING ENGINEERING IN JULY 2008 AND CONVERTED TO NAVD83.
 2. PORTIONS OF THESE PREMISES ARE SITUATED IN A ZONE VE (EL. 7) AND A ZONE VE (EL. 17) AS DESIGNATED ON THE NATIONAL FLOOD INSURANCE PROGRAM FIRM FLOOR INSURANCE RATE MAP NEWPORT COUNTY, RHODE ISLAND (ALL JURISDICTIONS) PANEL 171 OF 225 (R.I. JURISDICTIONS) MAP NUMBER A0002171, MAP REVISED SEPTEMBER 4, 2015 FEDERAL EMERGENCY MANAGEMENT AGENCY.
 3. EXISTING ELECTRIC WATER AND JOINT PILEHEADS TO BE REPLACED IN KIND, EXISTING ELECTRIC AND WATER LINES TO BE RE-USED. CONTRACTOR TO INSPECT AND CONFIRM GOOD CONDITION OF EXISTING UTILITIES FROM 12' BELOW.
 4. ADDITIONAL UTILITY PILEHEADS ARE NOT INCLUDED AS PART OF THIS WORK, HOWEVER, ADDITIONAL RACEWAYS TO BE INCLUDED IN FLOATS TO ALLOW FOR FUTURE UTILITY UPGRADES. PROPOSED RACEWAYS WITH NEW FLOATS TO BE A MINIMUM OF 6" IN DIAMETER. FINAL NUMBER OF ADDITIONAL RACEWAYS TO BE COORDINATED WITH AND APPROVED BY THE CITY.

1 PROPOSED CONDITIONS PLAN
SCALE: 1" = 20'

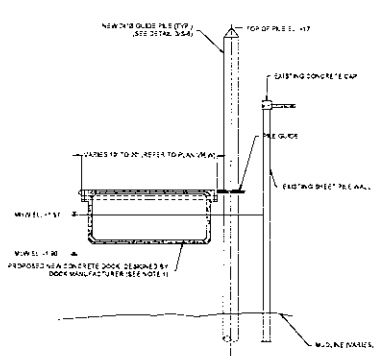
DATE: JANUARY 26, 2020
 DRAWN BY: JAV
 CHECKED BY: JAV
 PROJECT NUMBER: 23009-00



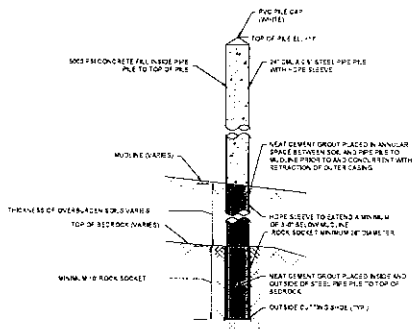
A TYPICAL PILE AND FLOATING DOCK TYPE A
SCALE NTS



B TYPICAL PILE AND FLOATING DOCK TYPE B
SCALE NTS



C TYPICAL PILE AND FLOATING DOCK TYPE C
SCALE NTS



D TYPICAL PILE AND ROCK SOCKET DETAIL
SCALE NTS

NOTES
1. NEW CONCRETE FLOATING DOCKS TO BE DESIGNED BY DOCK MANUFACTURER, CONTRACTOR TO SUBMIT SHOP DRAWINGS FOR NEW DOCKS TO ENGINEER/ITY FOR REVIEW AND APPROVAL PRIOR TO FABRICATING DOCKS.

DATE	BY	DESCRIPTION

PERROTTI PARK FERRY DOCK REPLACEMENT
NEWPORT, RHODE ISLAND
TYPICAL DETAILS

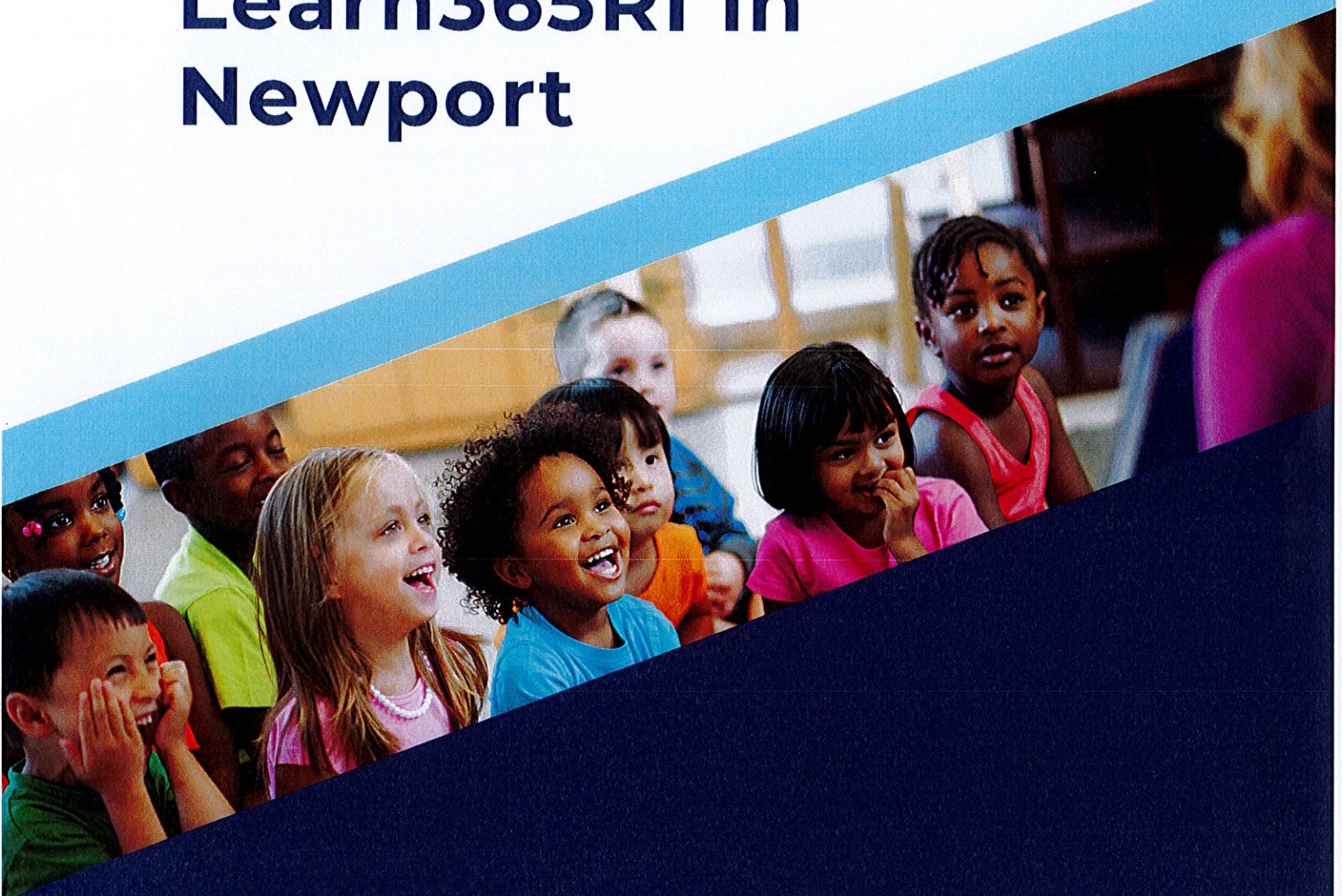
STEPHANE Y. SOULIER
REGISTERED PROFESSIONAL ENGINEER
STATE OF RHODE ISLAND
NO. 15222

DATE: JAN. 18, 2016
DESIGN BY: SHY
DRAWN BY: AJS
CHECKED BY: SHY
PROJECT NUMBER: 23009 DD

S-6
SHEET 4 OF 4

FEBRUARY 2025

Learn365RI in Newport



Advancing Learning Beyond
the School Day through
Partnerships

SCRI  SPERLING CENTER
FOR RESEARCH
AND INNOVATION

Introduction

In April 2023, Rhode Island Governor Dan McKee announced a new out-of-school (OST) learning initiative, Learn365RI, which was designed to expand when and where learning happens, moving from the traditional 180-day school year to 365 days of learning opportunities. The goal of the initiative was to leverage partnerships between municipalities, local education agencies (LEAs) and community-based organizations (CBOs) to expand high-quality, extended learning experiences for children and youth throughout Rhode Island.

The Advancing Learning Beyond the 180-Day School Year grant program, a key part of the Learn365RI initiative, articulated the goal of improving student learning outcomes and increasing three key metrics:

- Rhode Island Comprehensive Assessment System (RICAS) mathematics and English Language Arts scores;
- School attendance rates (chronic absenteeism);
- Free Application for Federal Student Aid (FAFSA) completion rates.¹

**"The connection between school and the nonprofit organizations is the underlying foundation of what we are doing. If you want to see improvement in test scores you need something that happens year round, not just in the summer."
-Community Partner**

Since its launch, there have been two rounds of funding, totaling \$7 million, to support Learn365RI programs in 32 municipalities across Rhode Island. Each municipality has taken a different approach to creating partnerships that support student learning outside of the traditional school day. Approaches range from providing more STEM opportunities for students, increasing mentoring and tutoring, and establishing targeted interventions to address chronic absenteeism.

Given the existing summer partnership – Reading Reaps Rewards (R3) – among the Boys & Girls Club of Newport County (BGCNC), Martin Luther King Jr. Community Center(MLKCC), the EBCAP/Newport Family and Child Opportunity Zone (NFCOZ), and Newport Public Schools (NPS), Newport partners teamed up to submit a proposal to expand R3 to a year-round program targeting Kindergarten to fourth-grade students. In August 2023, Newport received \$340,000 to design and launch its Learn365RI effort and in 2024 Newport received an additional round of funding (nearly \$400,000) to expand the work.

¹ While increasing FAFSA completion rates is a third goal of the initiative, this report focuses on Newport partners' efforts to improve educational outcomes and increase attendance for students in grades K-4.

Entering the second full year of implementation, Newport's Learn365RI partners were eager to reflect on their first year and share their approach to advancing learning beyond a 180-day school year with others. In September 2024, the Sperling Center for Research and Innovation (SCRI) was invited to document the successes and challenges of Newport's Learn365RI efforts. This document is intended to share these learnings with community stakeholders both within and outside of the City to inform current and future OST learning efforts.

Design and Launch of Learn365RI in Newport

In 2021-22 SCRI conducted a strategy review for the van Beuren Charitable Foundation to inform its approach to supporting early literacy and grade-level reading. Based on community stakeholder conversations and focus groups to better understand how Newport partners could improve student outcomes, the report identified priorities for grade-level reading in Newport: namely, ensuring family connection to supports, services and networks; creating year-round learning opportunities for children and youth; and fostering stronger relationships and communication between schools and OST providers to keep learning consistent all day long.

When the announcement was released about the Governor's Learn365RI initiative, then-Mayor Xay Khamyvoravong saw his chance to advance an entire education system for Newport's students by making investments in community partners to expand learning beyond the school day. Newport partners utilized recommendations from SCRI to develop a proposal to expand the R3 program to 160 Kindergarten through 4th grade students in OST programming during the school year with the aim of improving math and literacy skills.

This intentional focus on younger ages would ensure that Newport students would become readers by 4th grade, a critical milestone because fourth grade academic standards assume students have already learned to read and, therefore, require them to "read to learn."²

² Center for Public Education (2015, March). Learning to read, reading to learn: Why third grade is a pivotal year for mastering literacy. (2015, March). Retrieved from <http://www.centerforpubliceducation.org/earlyliteracy>.

"Reading and reading well is a human right, not something for the privileged few. Everybody should have access to be able to read well to help them build their basic life skills."
-Community Partner

Not only is reading to learn a critical milestone to be an effective fourth grader, students who have not learned to read by fourth grade are four times more likely to drop out of school before high school graduation. Since the RICAS testing does not happen until grade 3, the focus of the effort for the younger grades would be to reinforce the skills needed for students to be proficient. The proposal also included an intentional focus on family engagement and funds to hire a consultant to support partners with data collection, grant reporting, and coordination.

In partnership with the City, the three main R3 partners, submitted a proposal that called on partners to work collaboratively with Newport Public Schools to:

- 1. Implement high-quality out-of-school time (OST) learning to support math and literacy for students in kindergarten through 4th grade;**
- 2. Engage families in their children's learning through impactful family engagement activities;**
- 3. Provide teacher mentorship to support OST staff and add insights on teaching and learning;**
- 4. Create a robust scope and sequence for OST activities that reinforce school-day learning.**

Planning got underway in the Fall of 2023, using September through November to focus on staff training, teacher hiring, orientation, and matches with the partner sites. Program implementation began in December 2023. As detailed below, the first year of Learn365RI in Newport was not without its challenges. Still, universally, partners agreed that it was a necessary learning year that served to strengthen future programming.

Learn365RI in Newport Today

Learn365RI in Newport creates a supportive and enriching expanded learning environment for all students by fostering partnerships between the City of Newport, Newport public schools, community organizations, and families.

"The district is playing a very active role and we welcome that we are working with our community partners, the City, the Mayor--everyone--to collaborate on getting all our families to understand that learning doesn't just happen during the school day. It's a team effort."

-Education Partner

As depicted in the model (page 7), Learn365RI in Newport currently consists of the following elements:

Three Main Priorities:

1. Create year-round learning supports;
2. Connect families to supports, services and networks; and
3. Foster stronger relationships and communication between schools and out-of-school time (OST) providers to keep learning consistent all day long.

To achieve these priorities, it is implementing four core strategies:

1. High-quality OST opportunities to advance reading and math skills. While implementation varies across the sites, all three community partners are offering high-quality, engaging reading and math activities that are aligned with and support school-day learning while recognizing the context of their existing programming. As a seasoned OST provider, BGCNC has incorporated a Learn365RI time block into Club activities daily, complementing these learning experiences with curriculum from the BGC national office. As a child care site and 21st Century Community Learning Center (21st CCLC) site, NFCOZ is incorporating 75 minutes of Learn365RI curriculum into its 21st CCLC programming. MLKCC offers Learn365RI programming daily, knowing that most students only attend the OST program twice a week.

2. Family engagement in their children's learning. Newport's Learn365RI approach to family engagement evolved the most coming out of the first year of implementation. As the lead partner for family engagement, FabNewport now conducts quarterly family engagement sessions for all Newport's Learn365RI families. These are held in the evenings and showcase Learn365RI activities. Key stakeholders, including the Mayor and school district leadership as well as community partners are invited to these events. Additionally, with support from FabNewport and Conexión Latina, the district is piloting a series of "Wild Saturdays" where Learn365RI families are invited to Pell Elementary School to interact with their children's teachers over a hot breakfast. Newport Public Schools teachers run games and other activities that mirror what the children are doing in the Learn365RI programs. Each family is sent home with a backpack of learning materials in both English and Spanish to help them reinforce key learning concepts at home. These events offer opportunities for families to gather, engage in learning, and offer feedback to improve future programming.

3. Teacher mentorship to support OST staff. All of the OST partners have deep expertise in child and youth development, but early on they recognized that their staff would need professional development to help them implement more intentionally focused academic programming. Therefore, a core component of the grant was to engage NPS teachers as mentors to share insights on teaching and learning and model effective teaching practices. Eight NPS teachers, funded through the grant, currently work with program staff across the three sites to share methodology, curriculum, and offer opportunities for youth development staff to learn directly from educators. NPS educators are offering 50 hours of coaching to the partners over the course of the year. Professional development is aimed at fostering greater alignment between school and OST, both in terms of content as well as behavior expectations and management.

4. Robust scope and sequence to guide activities. In addition to recognizing the need for more intentionality in program implementation, the Newport partners also recognized the need for greater alignment between what they offered in OST and what students were learning during the school day. Therefore, the NPS Director for Teaching and Learning created a curriculum guide that aligns with what is being taught during the school day but “looks and feels” different from school. It was developed by prioritizing the items on the previous year’s RICAS scores that most students needed to improve on and then developing engaging activities aligned to skill development in these areas. While there are some specific curricular materials such as Project Wild, a national curriculum about the environment and habitats, the scope and sequence, along with the teacher mentorships, helps OST staff bring greater intentionality to their existing programming. It helps OST staff transform their everyday practices into learning opportunities by encouraging them to use more language, ask questions, and reinforce key concepts.

"We are focusing on the academic needs of our youth more intentionally and in a way that aligns with what is happening in the school day"

-Community Partner

Newport Learn365RI objectives:

- Engage 160 students in grades K - 4th in reading and math fluency activities after school.
- Provide a minimum of 3 hours of literacy and math and 3 hours of enrichment per week for 30 weeks.
- Increase engagement of NPS teachers with non-profit staff to share methodology, curriculum and offer opportunities for youth development professionals to learn directly from teachers.
- Engage families of enrolled students to gather, engage in learning what children are doing in Learn 365RI and offer feedback to improve programming.

The intended short-term outcomes as measured in the youth survey are:

- Improved enjoyment of reading
- Improved enjoyment of math
- Improved school engagement
- Make new friends
- Make connections with a caring adult
- Able to manage frustration

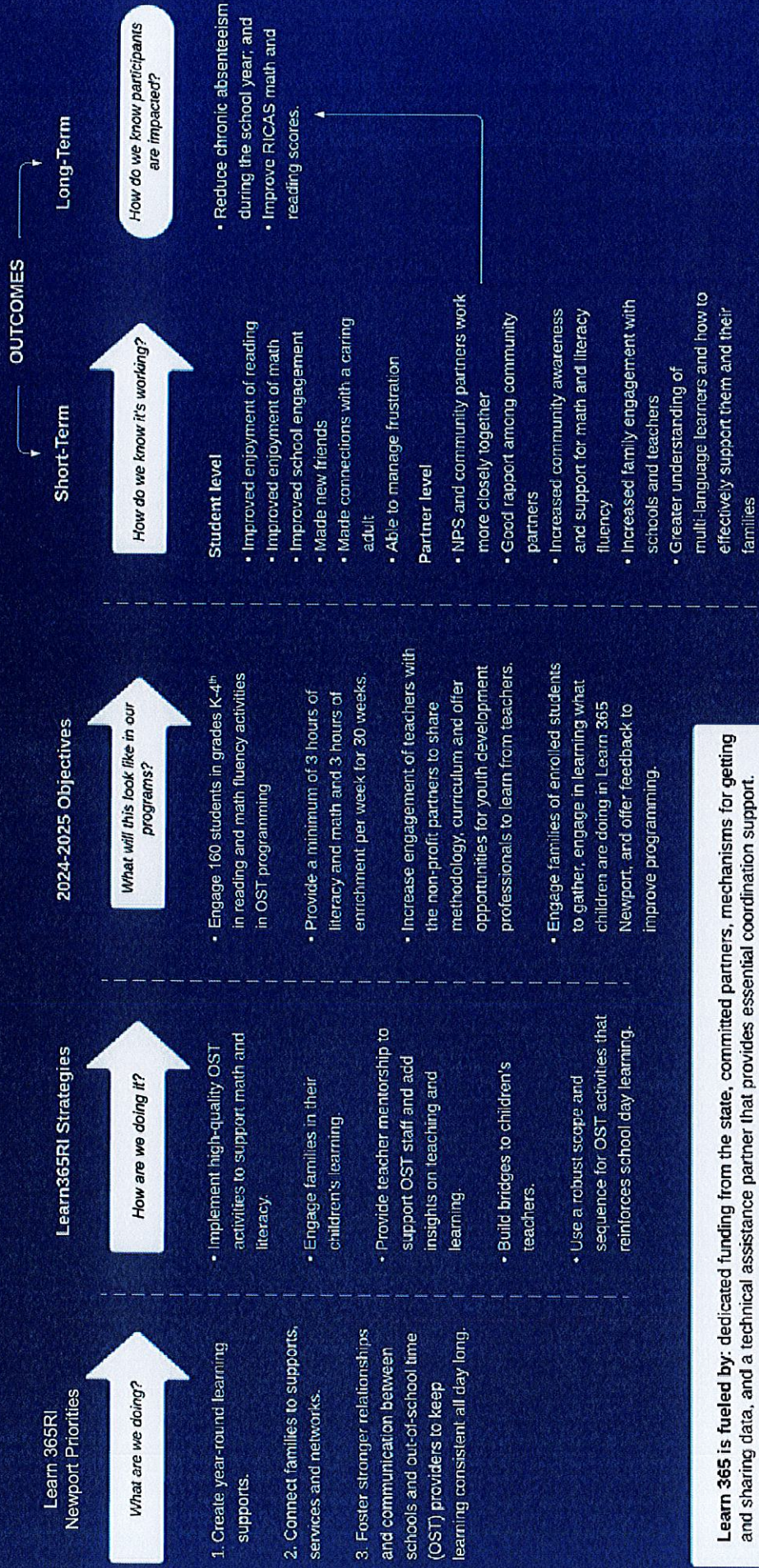
The intended academically focused youth outcomes are improving math and reading proficiency and decreasing chronic absenteeism. As described in the next section, progress is being made on all of the planned outcomes.

Importantly, Learn 365 is fueled by **dedicated funding** from the state, **committed partners, mechanisms for getting and sharing data,** and a **technical assistance partner** that provides essential coordination support.

These ingredients were deemed essential to the success of Newport's Learn365 efforts.

Learn365RI Logic Model

Learn365RI Goal: Create a supportive and enriching expanded learning environment for all students by fostering partnerships between the City of Newport, Newport public schools, community organizations, and families.



Learn 365 is fueled by: dedicated funding from the state, committed partners, mechanisms for getting and sharing data, and a technical assistance partner that provides essential coordination support.

Successes To Date

By the end of the 2024 school year, Learn365RI had engaged 163 NPS students in 6,995 hours of math and reading skill tutoring combined with participation in enrichment activities for a minimum of three days per week.

End-of-year student surveys indicate that Learn365RI in Newport is positively impacting students. Based on responses from 56% of the 2023-24 participants, students reported positive benefits. On a scale from 1 being "never" to 5 being "always":

- 59% reported 3 or higher to the statement, "The afterschool program helped me read more often."
- 72% reported 3 or higher to the statement "I made new friends in my afterschool program." Notably, 48% reported "always" on this item.
- 77% reported a 3 or higher to the statement, "I felt that the adults in the afterschool program cared about me and how I was feeling." Notably, over half of the participants reported "always" on this item.
- 57% reported a 3 or higher to the statement, "I stayed positive even when I felt frustrated."

While the response rate for family members was much lower (11 families responded) the findings were similar to the student results. All parents agreed that the program helped their children become a more confident learner and that they were excited to go to the program each day. Further, 72% of the responses indicated that they read more often with their children than before they participated in the program.

Partners interviewed for this report corroborate this data. When asked about the successes of Learn365RI in the first year, partners reported:

- An increase in kindergarten attendance
- Incremental increases in RICAS;
- Participants enjoyment in math and reading;
- Participants made new friends, which may motivate them to go to school
- Learn365RI maximized the number of touchpoints students had with caring adults;
- More intentionality and structure in their OST programs with the aim of supporting student learning;
- Students taking more responsibility for their own learning.

"Attendance for the children that participate in Learn365 on a regular basis is improving as well as their literacy levels. We are also seeing children make more friends and being more social with one another. We don't see as many behavioral issues from children who attend the programs."

-Education Partner

Partners also reflected on some unanticipated outcomes of the first year of Newport's Learn365RI.

- Partners felt like they were part of something bigger—a statewide effort to promote learning beyond the school day;
- Community partners and district staff alike reported better interaction between each other, with each gaining a better understanding of the complementary roles they play in supporting student success;
- With the Mayor's leadership there is now a greater awareness from City Council of the value of OST;
- Finally, partners saw greater collaboration between Mayor and Superintendent as they came together to jointly support Learn365RI

The partnership piece of Learn365 is so important. Engaging a cross-sector of community partners means you are reaching a broader set of families, with a broader set of opportunities and experiences for their children than if you only engaged one partner"

-Education Partner

Learn 365RI in Newport made progress on both its long-term outcomes. At the end of the first program year, **NPS data show that 69.5% of Learn 365 participants improved their attendance**, contributing to the Initiative's goal of reducing chronic absenteeism. Further, **on curriculum-based measures of oral reading fluency and letter sounds, 80% of Learn365 participants in grades K-4 made growth from winter to spring** after the first six months of implementing the program. Similarly, **on the STAR Math enterprise test, 78% of Learn365 participants demonstrated growth**. In future years the initiative will look at personal skill development for each child during the program timeframe so as to have an accurate understanding of program impact that is not comparing children across different populations and circumstances.

Lessons Learned Along the Way

The first year of implementing any new program is not without its challenges and Newport's Learn365RI initiative was no exception. Partners thoughtfully reflected on what worked and what needed to be adapted or strengthened as they entered the second year of implementation.

Programming

First and foremost, partners learned that expanding the school day and year needs to be fun! One of the growing pains of the first year of implementation was that Learn365RI felt like “more school,” with a heavy emphasis on academic learning. As a result, students did not want to participate in the programming. Entering year two, the OST learning partners did what they do best—offer hands-on, experiential learning opportunities that reinforce skills without direct instruction. A second lesson related to programming is that it can be challenging to embed new programming into well-established out-of-school time programming. With the support of the teacher mentors, partners learned how to infuse their programming with intentional learning opportunities while still offering the high-quality OST experiences they had always provided.

“Now we are sticking with what we know works, which is play-based games not scripted curriculum, and the students are much more engaged.”

-Community Partner

Teacher Mentors

Another set of lessons relates to the role of the teacher mentors. In the early days of Newport's Learn365RI the teacher mentors were implementing the programming, with the OST staff observing. Teacher mentors shifted to incorporating guided discovery into their capacity-building efforts, as opposed to direct instruction which does not match well with the OST culture of the community-based sites. For example, if the OST program was using board games, the role of the mentor was to help staff incorporate more literacy-related concepts and skill-building into the game. Building the capacity of the OST staff to infuse more literacy in the everyday programming was viewed by stakeholders as a sustainability strategy because even if the funding was no longer available, OST staff would have built the skills to continue to support more intentional literacy supports.

“At first we thought that the teachers would be in the classroom teaching and then found out that wasn't their role....we learned that the original intent of the mentors was as coaches, who would help OST staff build their capacity to embed intentional learning experiences, aligned with school day content, into their programming.”

-Education Partner

To address role clarity, the Newport Learn365RI partners made a few structural changes. Partners reworked their Memoranda of Understanding so each partner had greater clarity on their roles. They also created an organizational chart so that there was a visual depiction of how the roles fit together. Finally, teacher mentors shifted how they talked about teaching and learning so that their language was more accessible to the OST partners.

“We dropped the education jargon so people could understand what we were talking about—we needed to do this in order to more effectively communicate with families about Learn365 as well.”

-Education Partner

Family Engagement

Family engagement continues to evolve in Newport’s efforts. As referenced above, there is now a two-pronged approach to engaging families: monthly “Wild Saturdays” and quarterly Learn365RI family events. At the outset of the initiative, the plan was to hold family events monthly, hosted by Learn365RI partners, to which the Mayor and other key city and district stakeholders would attend. While Newport’s Learn 365RI partners lauded the efforts of City leadership to show up and support families, the events were not well attended. In the second year of implementation, Conexión Latina, an organization dedicated to the needs of the Hispanic citizens of Newport, was added to work alongside FabNewport as ambassadors to the program.

“Some key lessons emerged around how much families could engage, what kinds of family engagement works best, and who the best ambassadors for engagement were.”

-Community Partner

Much like the teacher mentors needing to adjust their language, so too did partners doing outreach to families to recruit their children. Partners realized they needed to have simple, clear, consistent messaging about what Learn365RI and how it could benefit a child. Families were skeptical of the new program and thought that their child was being recruited because they had some sort of deficit. It took time for partners to gain the trust of families and help them understand the value of participating in programming that would enhance their child’s skill building.

“In the first year, families didn’t understand what Learn365 was. We learned ‘grantspeak’ isn’t what families understand or want to hear.”

-Community Partner

Scope & Sequence

Use of the scope and sequence has evolved from being a “how to” guide for lessons to a pacing guide that helps the OST staff know what school day concepts to reinforce at various times during the school year. This reflects the recognition that school and OST are, by design, very different learning environments that require different approaches to promoting literacy skill-building. Coming into year two there was recognition that the scope and sequence is one of many tools that OST staff can use to inform their practice.

Essential Ingredients for Successful Expanded Learning Partnerships

Newport’s approach to Learn365RI is grounded in deep partnerships that include the City, Newport Public Schools, community-based providers, and families. Collectively, the partners identified some key ingredients that have contributed to their collaborative efforts to advance learning beyond the 180-day school year.

Partners need to have a shared vision for whole child success. In Newport, partners believe that academics are necessary but not sufficient to support thriving. Therefore, they have embraced a partnership model that is inclusive of both education and community-based partners that each bring their strengths and talents in support of a holistic view of child learning and development. This view includes centering the students in every decision that is made to ensure that programming is developmentally appropriate.

“One of the most powerful ways of keeping students at the center is through the integration of data, of curriculum, and of personnel so we are creating an intentional and holistic system of education in and out of school”

-City Leader

Relatedly, the Newport partnership model draws on the capacities and assets of partners, and encourages them to do what they do well rather than try to get them to change the fundamental way they do their work. This requires that they **take the time to understand the capacities of each other and let them play to their strengths.** For example, the OST community has a deep history of supporting positive youth development through hands-on experiential learning while the education sector has a deep history of expertise in direct instruction. Working together in more intentional and aligned ways, both sets of partners are able to add value to Learn365RI without compromising the integrity of their environments.

Multi-partner efforts, like Newport's Learn365RI, benefit from **effective and consistent mechanisms for communication, with clear expectations in an atmosphere of trust.** The monthly partner meetings are attended not only by the leaders of the partner organizations, but also their staff and partners. Including different layers of an organization—Executive Directors along with program administrators—means that decisions that need to be made at each level are being made jointly. At the monthly meetings the Executive Directors are sitting with their program leaders discussing the pros and cons of a decision rather than a top down decision-making structure.

“How many times do you go to a meeting where certain things are discussed, and then you go back and tell your boss and your boss says ‘No.’ In Learn365RI meetings I can, in real time, tell my director that something isn’t going to work and we problem-solve on the spot.”

-Community Partner

Partners find these meetings invaluable as they provide an intentional opportunity to be together and help build each other’s capacities. Importantly, the monthly partner meetings have always been held in person, which partners assert has helped build the trust necessary to have hard conversations.

“The meetings push us out of our comfort zones to support each other when the work gets hard”

-Community Partner

Multi-partner efforts take time to mature. Even though the Reading Reaps Rewards partners had worked together in the summer months for years, expanding programming to the school year included new partners and different expectations. The grant was awarded on September 11, 2023 and the very next week partners embarked on a three month planning process to work out communications, staffing, and role clarity. The programming then launched in December. If a community partnership wants to start new programming at the beginning of the school year, planning needs to start in the previous Spring.

Data is a critical component of successful partnership efforts. Learn365RI collects data to track progress on its long-term goals, reduced chronic absenteeism and improved RICAS scores, but those are goals that require an entire educational ecosystem to impact. Understanding this, Learn365RI in Newport developed student and family surveys that assess some of the key factors that contribute to the long-term goals—enjoyment of reading, connections with a caring adult, and managing frustration. Understanding how students are faring on these incremental measures of success enables partners to use data to reflect on programming and make course corrections to ensure that students are developing the critical social and emotional skills they need to be effective, engaged, and confident learners.

Student results are being looked at from both a universal screener and a curriculum-based measure to better understand its impact on reading and math. However, as noted above, analysis does not include benchmarking Newport's Learn365RI data with grade-level norms because this would not consider a host of other factors and they don't want to recreate a false narrative of what is being accomplished by comparing children from differing circumstances and challenges to each other. Instead, in future years, Newport Learn365RI will use standardized assessment results to track individual student growth from one year to the next, enabling them to have a much more accurate understanding of program impact.

Engage a neutral coordinator to manage the partnerships and coordination. In order for partners to remain equals in a multi-partnership effort, it is essential to engage a neutral coordinator who is responsible for nurturing the partnership. For Newport, this includes direct interaction with the OST sites, providing technical assistance, organizing professional development, and conducting program observations to provide ongoing feedback to OST staff. In addition, the coordinator manages the day-to-day operations of the grant, taking responsibility for the MOU process with partners, communication with the City of Newport finance office, organizing monthly partner meetings, and submitting all of the documentation to RIDE and the City of Newport.

The Future of Learn365RI in Newport

This case study explored the evolution and implementation of Newport's Learn365RI in its infancy, But there is much more to understand in order to ensure that Newport builds a strong and sustainable education ecosystem, inclusive of community partners. Important and unanswered questions remain:

- How does Learn365RI complement the other expanded learning initiatives in the community?
- How does Learn 365RI contribute to the overall story of educational impact?
- What policies need to change, both externally in the City, and internally at program sites, to ensure the expansion and sustainability of a full learning ecosystem, inclusive of expanded learning?

Addressing these questions necessitates that Newport partners continue to make strides toward moving beyond considering education solely the job of its schools and each take a stake in building an education system that prepares the next generation to become productive members of society. Newport is building that system by aligning and supporting out-of-school time programs that intentionally complement educators' work in the classroom. A modest investment starting in 2023 helped align the constellation of adults who interact with elementary school students every day--from teachers to OST staff--delivering impressive early results. But to see real change requires Newport to sustain and expand these efforts in order to meet the moment.

Newport Learn365RI Partners

Boys & Girls Clubs of Newport County – The Boys & Girls Clubs of Newport County's mission is to "inspire and enable all young people, especially those who need us most, to realize their full potential as productive, responsible and caring citizens." Approximately 86% of members in its after-school programs are low-income, and the diversity rate is 87%. BGCNC dedicates a site leader and six youth development professionals to lead three hours of tutoring in reading and math skills and three hours of enrichment activities for 30 weeks engaging 60 students from Pell Elementary School.

Martin Luther King, Jr. Community Center – The mission of Dr. Martin Luther King, Jr. Community Center (MLKCC) is to nourish, educate, and support Newport County residents to improve their economic, social, and physical well-being. It is a multi-service agency providing critical hunger relief, wellness, and child educational programs. Ninety-eight percent (98%) of clients are low-income and its client diversity rate is 60%. MKLCC dedicates one site leader and four youth development professionals to lead three hours of tutoring in reading and math skills and three hours of enrichment activities for 30 weeks to engage 40 Pell Elementary School students.

East Bay Community Action Program (EBCAP)/Newport Family and Child

Opportunity Zone (NFCOZ) - Providing high-quality, comprehensive and accessible health and human services to assist people to achieve their fullest potential is the mission that drives EBCAP. Supporting that mission, the NFCOZ, a division of EBCAP, works in partnership with Newport Public Schools, families and the community to assist children and their families to thrive. NFCOZ served 64% of Pell Elementary School students (423 students) during the 2022-2023 program year in out of school time programs to extend learning. NFCOZ dedicates one site leader and six youth development professionals to lead three hours of tutoring in reading and math skills and three hours of enrichment activities for 30 weeks to support 60 Pell Elementary School students.

Newport Public Schools (NPS) - Newport Public Schools is a PK-12 public school district in an urban, residential community with a population of 24,590. NPS mission is to provide students opportunities and access to the world through quality education. NPS serves approximately 1,900 students (PK-12).with a student population is 5% Native American, 3% Asian/Pacific Islander, 19% African American, 37% Hispanic and 36% White. NPS provides eight teachers to build the instructional capacity of 16 youth development professionals employed by three community partners; one education coordinator to work closely with the partner sites providing resources and support to align with the school day; and one Director of Teaching and Learning to monitor progress and ensure teachers have the support and materials they need to address student learning needs.

FabNewport - FabNewport's mission is to ensure all youth have equitable access to the resources, opportunities and relationships so they can thrive today and in the future. Its vision is that all youth will have the competencies, commitment and confidence to impact their communities and realize their positive future visions. FabNewport works with the City, NPS and community-based organizations to facilitate family engagement events and is overseeing the launch of a parent advisory committee to involve parents/guardians to understand the reading and math after school programming and discuss any barriers to youth participation. FabNewport dedicates the Director of Community Engagement to plan, organize and implement quarterly family engagement events.

About this Report

Data for this report was collected and synthesized by SCRI between October 2024 - January 2025. Data sources were:

- Student and family survey data from the end of 2024
- Grant applications and reporting during both 2023-24 and 2024-25 implementation cycles
- Interviews with key stakeholders:

Christine Arouth, Executive Director, Patti Aull, Director of Teaching and Learning, Newport Public Schools

Patti Aull, Director of Teaching and Learning, Newport Public Schools

Nina Beatrice, Assistant Director, Boys & Girls Clubs of Newport County

Audrey Bright, Clubhouse Director, Boys & Girls Clubs of Newport County

Colleen Burns Jermain, Ed.D., Superintendent, Newport Public Schools

Missy Davis, Director of Education, Martin Luther King Jr. Community Center

Erin Hallene, OST Manager, Newport EBCAP/Newport Family and Child Opportunity Zone

Megan Hill, Education Coordinator, Newport Public Schools

Xaykham (Xay) Khamsyvoravong, Mayor of Newport (formerly)

Maryclaire Knight, Technical Assistance Coordinator

Jan Mermin, Expanded Learning Opportunities Specialist, Rhode Island Department of Education

Ellen Pinnock, Director of Community Engagement, FabNewport

Heather Strout, Executive Director, Martin Luther King Jr. Community Center

Joe Tomchak, Associate Executive Director, Boys & Girls Club of Newport

About SCRI

The Sperling Center for Research and Innovation (SCRI) is part of BellXcel, a national nonprofit with nearly 30 years' experience innovating educational solutions rooted in evidence. Drawing on decades of firsthand implementation experience and a culture of continuous improvement, SCRI bridges the research to practice to policy gap, to help partners strengthen goals, implement high-quality practices, expand to reach more young people, and advocate for improved policies.

For more information, visit www.sperlingcenter.org



4/23/25

APPLICATION- SPECIAL EVENT
2BN-MVL

Balance
\$0.00

Applicant	Application #	Submitted	Issued	Starts	Expires	Identifier
David Bettencourt	2BN-MVL	Apr 5, 2025	--	--	--	--

Applicant Information

APPLICANT

David Bettencourt

✉ tours@belcourt.com

☎ (401) 749-2700

🏠 509 Morris Ave, Providence, RI 02906

📍 657 Bellevue Ave, Newport, RI 02840

Special Event Information

Event Title/Type

Tunes & Tours

Location of Events

Belcourt

Date(s) of Events

May 1, 2025

Hours of Event

6-9 pm

Number of Days

1

Holder of Event

HOLDER OF EVENT

David Bettencourt

✉ tours@belcourt.com

☎ (401) 749-2700

🏠 509 Morris Ave, Providence, RI 02906

📍 Same as mailing address

Signature

David Bettencourt

Organization Information

Property Owner

PROPERTY OWNER
Carolyn Rafaelian

✉ carolyn@rafaelian.com

☎ (401) 212-0080

🏠 35 Brown St, North Kingstown, RI 02852

📍 *Same as mailing address*

📄 The Museum at Belcourt

Is Non-Profit

Yes

Is Religous

No

All Others

No

Admission Charge

Yes

Trash Provided

Yes

Signature

Carolyn Rafaelian

Signature

Event Details

Indoor/Outdoor

Indoor

Toilet Facilities

Yes

Tent Erected

No

Expected Attendance

60

Is Parking Available

Yes

Vehicle Amount

30

Live Music/DeeJay

Live Music

Yes

DeeJay

No

Street Closed Request

No

Street(s) Closed Number

0

Street(s) Name

None

Street Hours of Closure

N/A

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

N/A

Resident Notify

N/A

Posted Signs

N/A

Specific Route

N/A

Upload Specific Route

Council Meeting Date



4/23/25

RECEIVED

APR 14 2025

CITY CLERK'S OFFICE

CITY OF NEWPORT
APPLICATION FOR A SPECIAL EVENT LICENSE

DATE: 4-14-25

EVENT TITLE: DISTINGUISHED GENTLEMAN'S RIDE 2025-NEWPORT

LOCATION OF EVENT: NEWPORT (DOWNTOWN, OCEAN DRIVE)

DATE(S) OF EVENT: MAY 18TH 2025

HOURS OF EVENT: 11 AM -> 1 PM

HOLDER OF EVENT: DISTINGUISHED GENTLEMAN'S RIDE ^{Host} ANDREW SNOOK

ADDRESS: 29 FAREWELL ST NEWPORT RI 02840

EMAIL ADDRESS: ANDREWSNOOK@ME.COM

TELEPHONE: 401 757 0026

SIGNATURE OF HOLDER: [Signature]

PRINT NAME: ANDREW SNOOK

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 ROADS

Signature of Property Owner: _____

Printed Name of Property Owner: _____

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

Will Trash Barrels & Pick-up be provided: _____

If Outdoors, will toilet facilities be provided? Yes No

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

Will a tent be erected? Yes No

Expected Attendance: 400

Is parking available: Yes No For how many vehicles? _____

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

Item to be Furnished

_____	_____
_____	_____
_____	_____

FIREWORKS

Pyrotechnic Company _____

Do you have approval from the Newport Fire Marshal? _____

Location from where fireworks will be shot: _____

Time fireworks will begin:

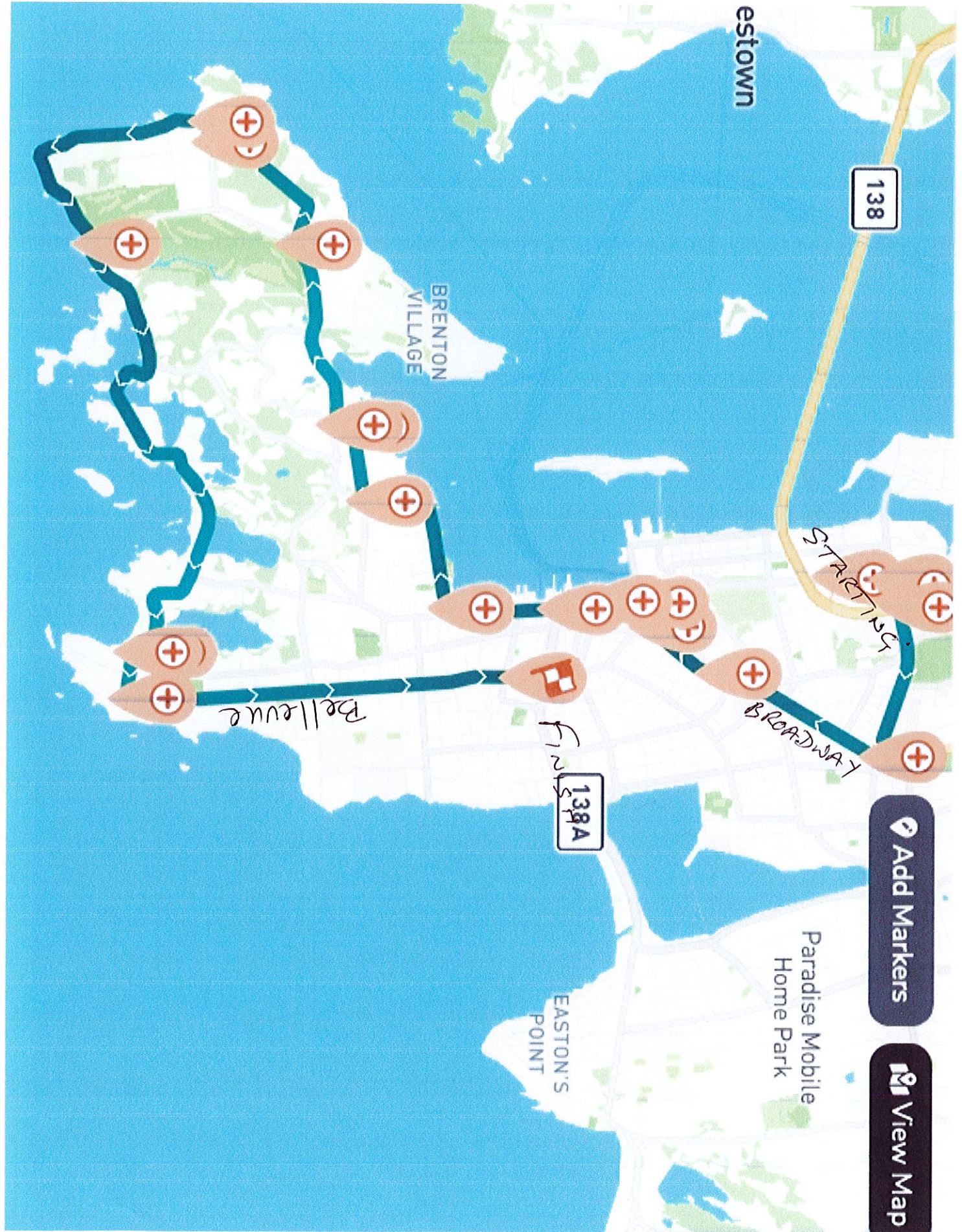
Duration:

ROAD RACE, WALK-A-THON, ETC.

On Roadway(s)

On Sidewalk(s)

SPECIFIC ROUTE: (Please attach a map) _____



estown

138

BRENTON VILLAGE

STARTING

BROADWAY

138A

Fin

Belleuve

Paradise Mobile Home Park

EASTON'S POINT

Add Markers

View Map

Alaan, Carlos

From: Andrew Snook <andrewsnook@me.com>
Sent: Tuesday, April 15, 2025 1:33 PM
To: Alaan, Carlos
Subject: Distinguished Gentleman's Ride - Newport 2025
Attachments: DGR2025authorisation.pdf; ATT00001.txt

The Distinguished Gentleman's Ride will take place on Sunday May 18th. It is an annual worldwide event where gentlemen and gentlewomen, collectively "gentlefolk", dress up in tweed or suits, "dressing dapper", and ride their classic or classic-style motorcycles/scooters in a parade-style outing through Newport to raise awareness of, and funds in support of, men's mental health initiatives and prostate cancer treatment and counseling. This truly unique event has involved more than half a million riders in 121 countries raising more than \$50 million in the 12 years since the event's inception. In Newport the event has been run for nine years and we are closing in on raising \$100,000 since its inception. In 2025 we have commitments, so far from 62 riders or pillion passengers, gentlefolk, who will be dressing dapper and riding classic, or classic style, motorcycles or scooters in support of these goals.

What makes this charity motorcycle event unique is the perspective outlined above...we consider ourselves "gentlefolk" all of whom are expected to dress in suits or tweed. The maximum speed we will ride at will be approximately 30 miles an hour dictated by the road speed limits and the limited capabilities of some of the smaller engine scooters and mopeds.

Riders will congregate at the Staging Point starting at 10am on the morning of May18th and we will start the ride at 11am or thereabouts. As ride host I have selected this time because I am mindful how both vehicular and pedestrian traffic gets heavier in Newport in the early afternoon.

Regarding the parking at the staging point and the ride's end:

The staging point has yet to be finalized but will be in a private parking lot or at RIDOT's Park and Ride on O'Connell Highway. This choice of staging point is by design and imperative that it be off the street. People will park their motorbikes or scooters, register, take photos, renew friendships and make new ones.

The end of the ride will be at Audrain Automobile Museum on Bellevue. Audrain has been a sponsor of the ride for several years and they have already reached out to the city to reserve parking for a three hour period outside the museum beginning at noon. Based upon prior years, there is always attrition and not every motorcycle will participate at the end of the ride. It's a shame because Audrain has generously offered free admission to the museum for all registrants and their passengers.

Ride control through the ride. In answer to your questions about the ride itself:

We do not speed, we do not encourage idiocy amongst our riders, after all we are gentlefolk. In the five prior years I've been part of this ride in Newport I have not seen one example of anti-social behavior by any of our riders. In the unlikely event that we do have riders who are not embracing the concept of the ride, those riders will be identified from the registration roles and never invited back to participate again. There is no doubt that our demographic is not that of other average motorcyclists. While we have many younger riders and we will continue to reach out to them to participate our average rider is in their late 40's to early 50's. That average age is similar for the motorcycles we ride. Most of the motorbikes ridden are not the racers ridden by young adults, these are classics or classic styled motorcycles ridden for their aesthetic qualities and renown. Before everyone sets off there is always a safety presentation made to remind all the riders of their obligations as a road user and as a participant in the Distinguished Gentleman's Ride in Newport 2025.

To address what may be your most important concern: It is true that keeping a procession of at least 62 motorcycles in one continuous stream is a challenge. We ride side by side and maintain a speed that ensures we stay as close together as possible. The pace is set by the ride leader identified before the ride by me. Last year the ride leader was a scooter rider, hopefully this year it will be a 1972 Honda CB100. No-one will be left behind by us. However the challenge is greatest on the early stages of the ride as we enter and ride through downtown. We obey all traffic lights and speed limits. No riders are encouraged to speed up, we maintain a steady predictable pace. More often than not other road users will give way to our procession because they want to watch the parade pass in front of them. In the past when the ride has become fragmented by traffic lights or stop signs we have made a pit stop, just long enough to allow those at the back of the ride to rejoin the main body of the parade. Such pit stops have taken place at Ford Adams, Brenton Point, and outside the Breakers. We want to make sure that we arrive at Audrain as one group as it provides the biggest impact.

The ride's most senior (senior as in ride experience not age!) participants are interspersed throughout the parade to ensure no wrong turns are taken and there is always a ride leader bringing up the rear. We also have a pick-up truck following the ride for those motorcycles that breakdown during the course of the ride. It's only happened once in my experience but the rider was extremely appreciative of the ride home for both he and his motorcycle. There are several first aid kits carried on motorcycles during the ride to assist in the, hopefully, unlikely event it might be necessary.

I hope this answers your questions about the ride this year. I hope I've addressed your concerns. I can't possibly foresee all the possibilities but I hope you gain from this letter the perspective that whatever happens it will be dealt with in a responsible and safe manner.

I thought you might be interested in some of the webpages from the DGR website.

Here is the landing page for this years global event:

<https://www.gentlemansride.com/>

Here is the Newport page:

<https://www.gentlemansride.com/rides/united+states/newport+ri>

If you, or anyone you know, is a classic motorcycle ride please take this letter as an invitation to participate so you see, firsthand, how committed and serious we are to advance the awareness of men's mental health issue and prostate cancer research, treatment and counseling.

Thanks in advance for your support. If you have any questions please don't hesitate to call me at 401.757.0026.

Best regards,

Andrew Snook
DGR 2025 Newport Host

401.757.0026



The Distinguished Gentleman's Ride
ABN 71 165 454 740
PO Box 3211, Marrickville Metro
2204 NSW Australia
info@gentlemansride.com

To Whom It May Concern,

The Distinguished Gentleman's Ride is a global charity event founded in 2012 that raises money and awareness for prostate cancer and men's mental health for Movember (Registered charity in Australia ABN 48894537905) charities. The Distinguished Gentleman's Ride is organised under the company Cafe Racer Aficionado Pty Ltd (ABN 71 165 454 740). The event encourages classic and vintage style motorcycle owners to ride together dressing in suits with classic manners. After 8 weeks of fundraising, participants ride together to celebrate the funds raised and to raise awareness of men's health within the community.

Since 2012, The Distinguished Gentleman's Ride has had over 500,000 participants around the world and raised over \$50 million (USD) for prostate cancer research and men's mental health. The event continues to take place in over 105 countries around the world.

In 2025, The Distinguished Gentleman's Ride authorises Andrew Snook to manage the event on behalf of our organization in Newport RI. The event will take place on the 18th May 2025, under the supervision of me and my organization. Andrew has trained under our host management training modules and has conducted themselves in the most professional manner ensuring the highest levels of safety and caution are met. They are an instrumental part of the future success of The Distinguished Gentleman's Ride in Newport RI.

If you have any further questions, please do not hesitate to call or email me.

Kind Regards,

Ramsey Sayed (Global Operations Manager)
The Distinguished Gentleman's Ride
+61415126412



4/23/25

RECEIVED

APR 09 2025

CITY CLERK'S OFFICE

CITY OF NEWPORT
APPLICATION FOR A SPECIAL EVENT LICENSE

DATE: April 9 2025

EVENT TITLE: Juneteenth 2025

LOCATION OF EVENT: Eisenhower Park

DATE(S) OF EVENT: Saturday, June 21, 2025

HOURS OF EVENT: 11am to 4pm

HOLDER OF EVENT: R1 Slave History Medallions

ADDRESS: 98 Kay Street Newport RI 02840

EMAIL ADDRESS: charlesroberts75@icloud.com

TELEPHONE: 401-339-3035

SIGNATURE OF HOLDER: [Signature]

PRINT NAME: Charles Roberts

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? 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: Along the fence outside Eisenhower Park
(Include on plan)

Will a tent be erected? Yes No

Expected Attendance: 250

Is parking available: Yes No For how many vehicles? _____

LIVE MUSIC /DEEJAY Yes No

Is a street closure being requested? Yes No _____ Street Name Park Place

Will food be prepared on the premises? Yes No

** See attached*

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 state & local officer Wood

List Names of Vendors

Item to be Furnished

Food Trucks

TBA

FIREWORKS

Pyrotechnic Company N/A

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) _____



Event: Newport 2nd Annual Juneteenth
Permit Requests: Usage of Eisenhower Park for a festival

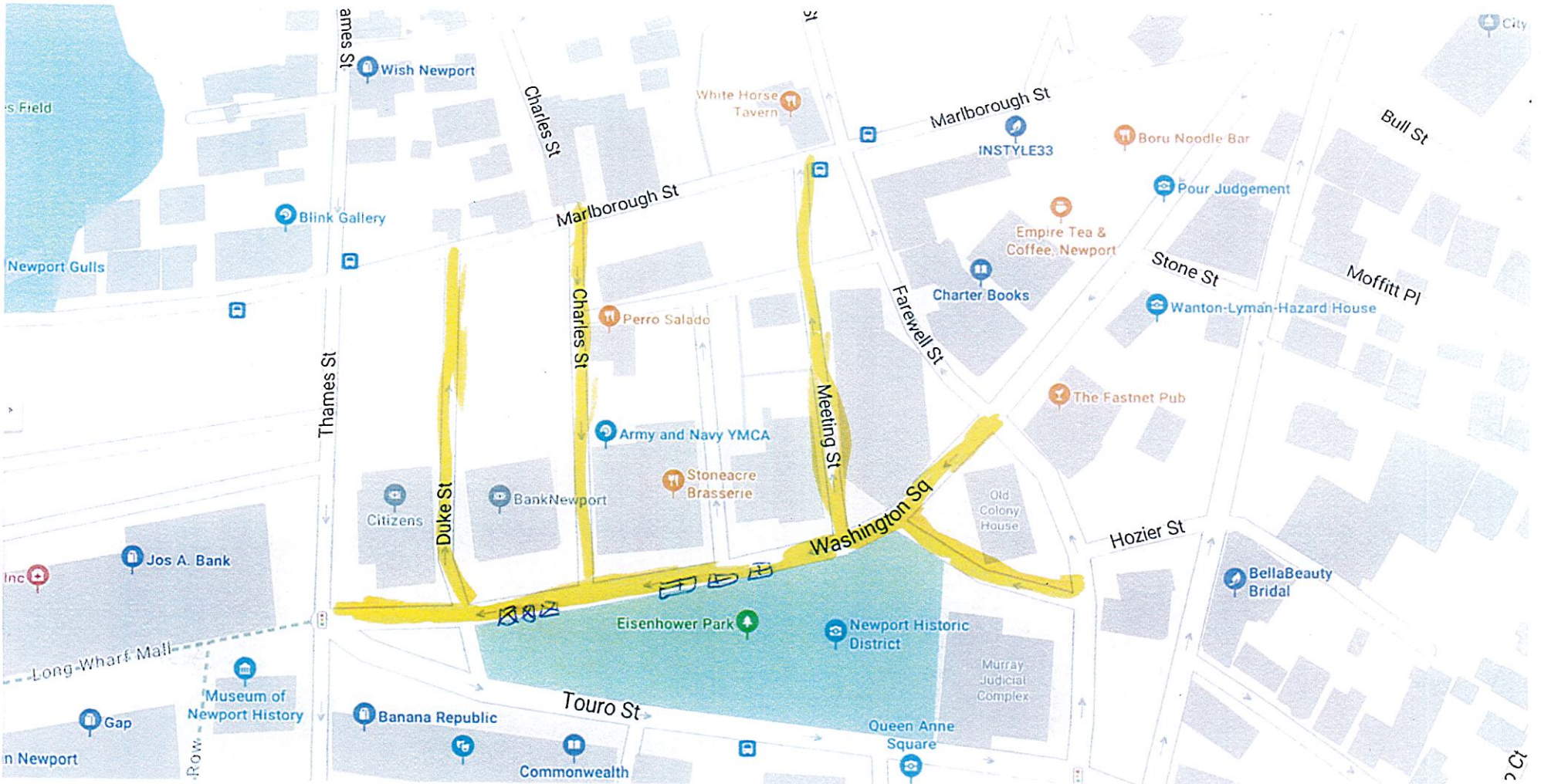
RECEIVED

APR 14 2025

CITY CLERK'S OFFICE

- Road Closure for Washington Square - in yellow
- Road Closure for Duke Street in yellow
- Road Closure for Charles Ave in yellow
- Road Closure for Park Place in yellow
- Food Truck Parking Spots on Washington Square Street

-  Port-a-Johns (3)
-  Food truck locations





State of Rhode Island
Rhode Island 250 "Semiquincentennial" (250th) RI250
Commission

April 15, 2025

Office of City Clerk
Newport City Hall
43 Broadway
Newport, RI 02840

RECEIVED

APR 15 2025

CITY CLERK'S OFFICE

Dear Members of the Newport City Council,

On behalf of Secretary of State Gregg M. Amore and the Rhode Island Semiquincentennial Commission (RI250), I am pleased to offer this letter of support for the special events permit application submitted by the Rhode Island Slave History Medallions (RISHM) for the Juneteenth on Washington Square celebration to be held this June.

The RI250 Commission is thrilled to collaborate with RISHM on this significant commemoration. This year's event will include a public presentation and exhibition of Don Troiani's powerful painting Brave Men as Ever Fought at the historic Colony House, honoring the valor and legacy of the 1st Rhode Island Regiment. This momentous tribute aligns directly with RI250's mission to highlight Rhode Island's diverse and essential contributions to the founding of our nation as we approach the 250th anniversary of American independence.

We respectfully encourage your approval of the event permit, including the request for temporary street closures adjacent to the Colony House, to ensure the safe flow of pedestrians and support appropriate traffic control for this important public gathering.

The RI250 Commission is also actively coordinating with Rebecca Bertrand and the Newport Historical Society to facilitate the secure delivery and installation of the Troiani painting, with public display scheduled to begin on June 21, 2025. We are committed to ensuring a seamless process and will continue to assist with any logistical needs related to the exhibition.

Thank you for your thoughtful consideration. We are honored to support this meaningful Juneteenth event and look forward to welcoming the community to Washington Square this summer in reflection, remembrance, and celebration.

Sincerely,

Lauren Fogarty

Program Coordinator
Rhode Island Department of State
Rhode Island "Semiquincentennial" (RI250) Commission

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APR 15 2025

CITY CLERK'S OFFICE

The 250th Commission Honors the Black Regiment on Juneteenth



Exhibiting Don Trojan's painting 'Brave Men as Ever Fought'



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APR 04 2025

CITY CLERK'S OFFICE



**City of Newport
Street Cafe Application**

OWNER: Leinster, Inc.

D/B/A: Malt

Business Location: 150 - 154 Broadway

Owner Mailing Address: 150 Broadway Newport, RI 02840

Home Phone: 401 - 6688893 Business Phone: 401 - 6688893

Number of tables? 6 Number of seats? 24

Do you have a license to serve alcoholic beverages? yes no

The following are required with the application:

- Certificate of Insurance
- Hold Harmless letter
- Diagram including linear feet, seating and location of barriers etc.

Signature of Owner/Operator: Chelynn Sheehan Date: 4/3/25

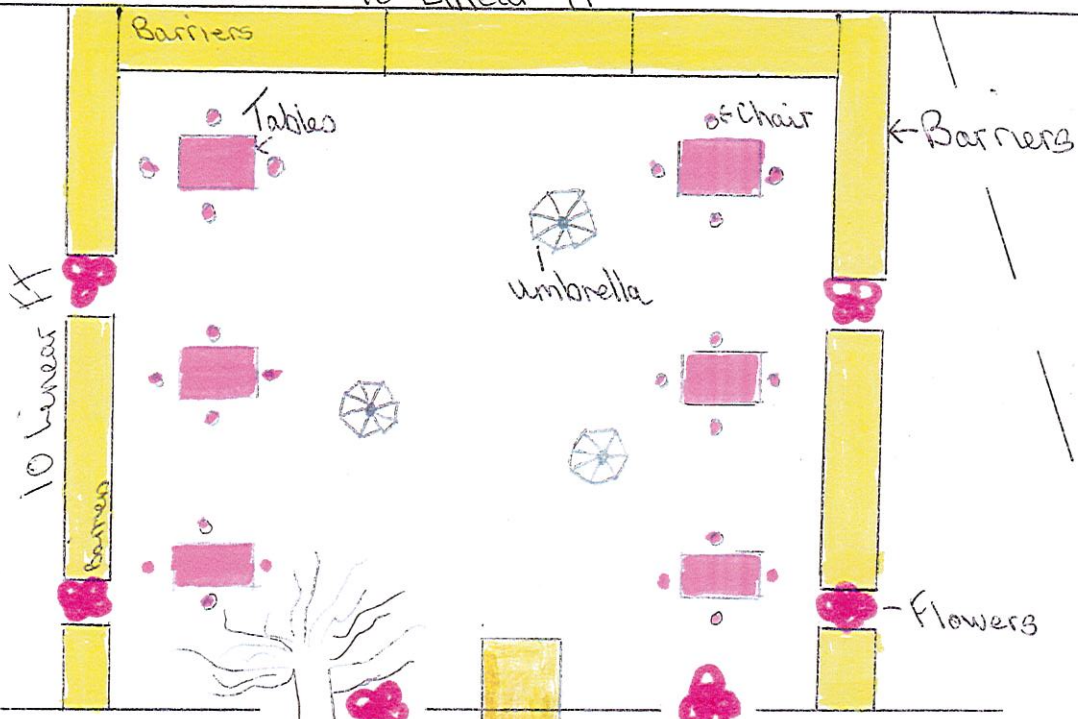
DO NOT WRITE BELOW THIS LINE-OFFICE USE ONLY

License Class and Number: _____
 Filing Fee \$15 Date paid: 4/4/25 CT
 Annual Fee \$ 3500 : Linear Feet 10ft
 Date Paid: _____
 City Council Action: _____ Date: 4/23/25
 License Issued: _____ Issued by: _____
 Conditions: _____

Broadway

Broadway

10 Linear Ft



10 Linear Ft

Barriers

Tables

of Chair

Barriers

Umbrella

Barriers

Flowers

Tree

ADA Ramp
(38 inches wide, no steeper than 1:12)

Step to road

Parking Space

Walkway

RECEIVED

APR 04 2025

CITY CLERK'S OFFICE



← 44ft →

Noreys

window

Malt

Front Door

window

Bar Area

Leinster Inc (DBA Malt)

Liquor Store



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APR 11 2025

CITY CLERK'S OFFICE

Application for Sidewalk Cafe Permit City of Newport

OWNERSHIP: Pickled and Cured, Inc.

D/B/A: Audette & Thames Street

Kitchen _____

Business Location: 505 -509 Thames St.

Owner Mailing Address: 505 Thames St. Newport, RI 02840

Home Phone: 401 855 2872 Business Phone: 401 324 5862

What is your current seating for your sidewalk café? ~17

Do you have a license to serve alcoholic beverages? yes X no _____

The following are required with the application:

- Certificate of Insurance
- Hold Harmless letter
- Diagram including square feet and location of tables and chairs.

Signature of Owner/Operator: *Archie Hylle* Date: 4/6/25

DO NOT WRITE BELOW THIS LINE-OFFICE USE ONLY

License Class and Number: BV-547

Filing Fee \$15 Date paid: APR 11 2025 SA

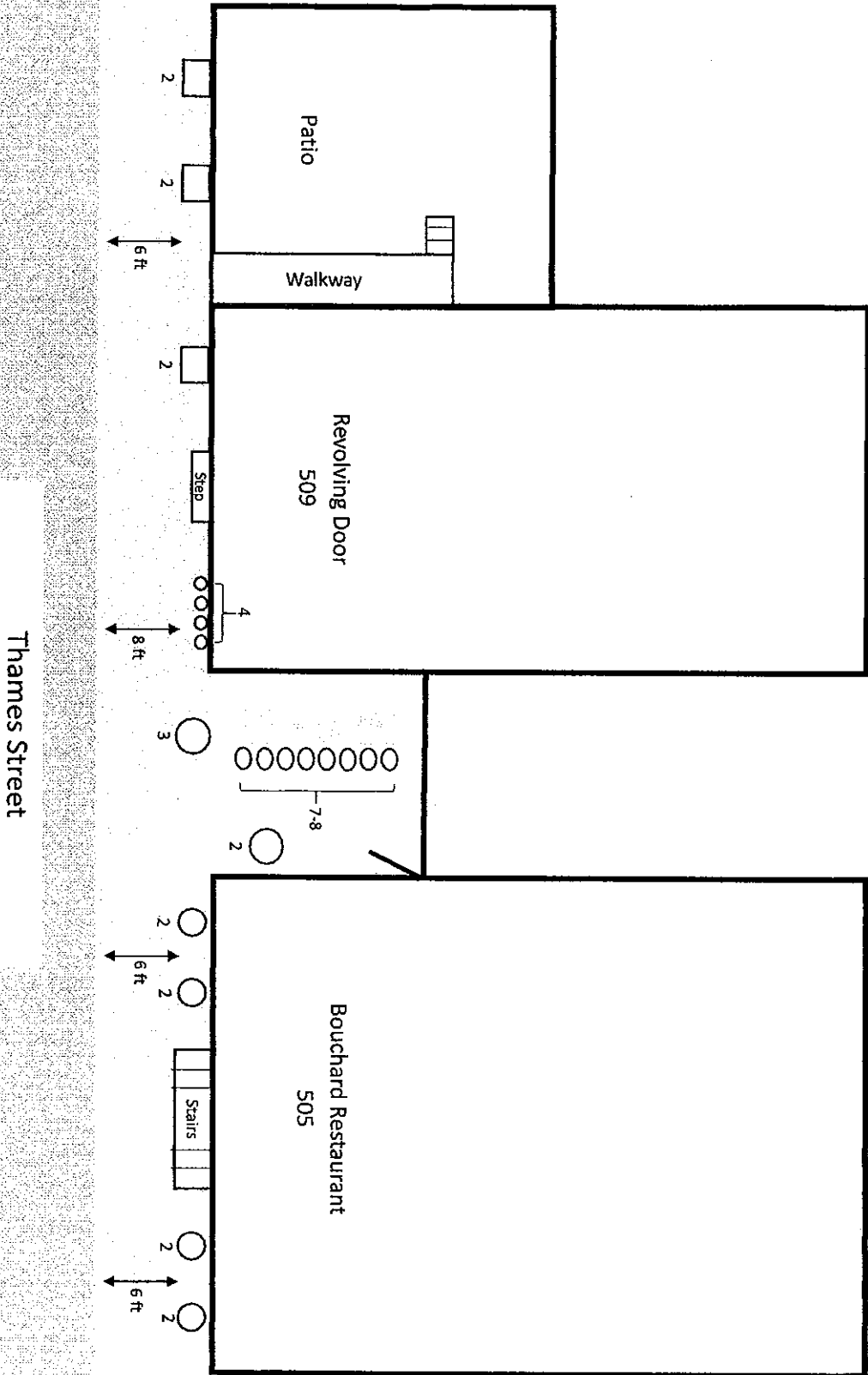
Annual Fee \$300 for Permit: Paid: 300 Date Paid: APR 11 2025 SA

City Council Action: _____ Date: _____

License Issued: _____ Issued by: _____

Conditions: _____

Coddington Wharf





RECEIVED

MAR 24 2025

CITY CLERK'S OFFICE

Application for Sidewalk Cafe Permit City of Newport

OWNERSHIP: 22 Washington Sq. , Inc.

D/B/A: Bar Cino

Business Location: 22 Washington Sq.

Owner Mailing Address: 300 Metro Center Blvd. S-100 Warwick, RI 02886

Home Phone: 401-919-2833 Business Phone: 401-889-5100

What is your current seating for your sidewalk café? 28

Do you have a license to serve alcoholic beverages? yes no

The following are required with the application:

- Certificate of Insurance
- Hold Harmless letter
- Diagram including square feet and location of tables and chairs.

Signature of Owner/Operator: [Handwritten Signature] Date: 03.20.25

DO NOT WRITE BELOW THIS LINE-OFFICE USE ONLY

License Class and Number: BV-535

Filing Fee \$15 Date paid: 3/25/25 Ca

Annual Fee \$300 for Permit: Paid: \$300 Date Paid: 3/25/25 Ca

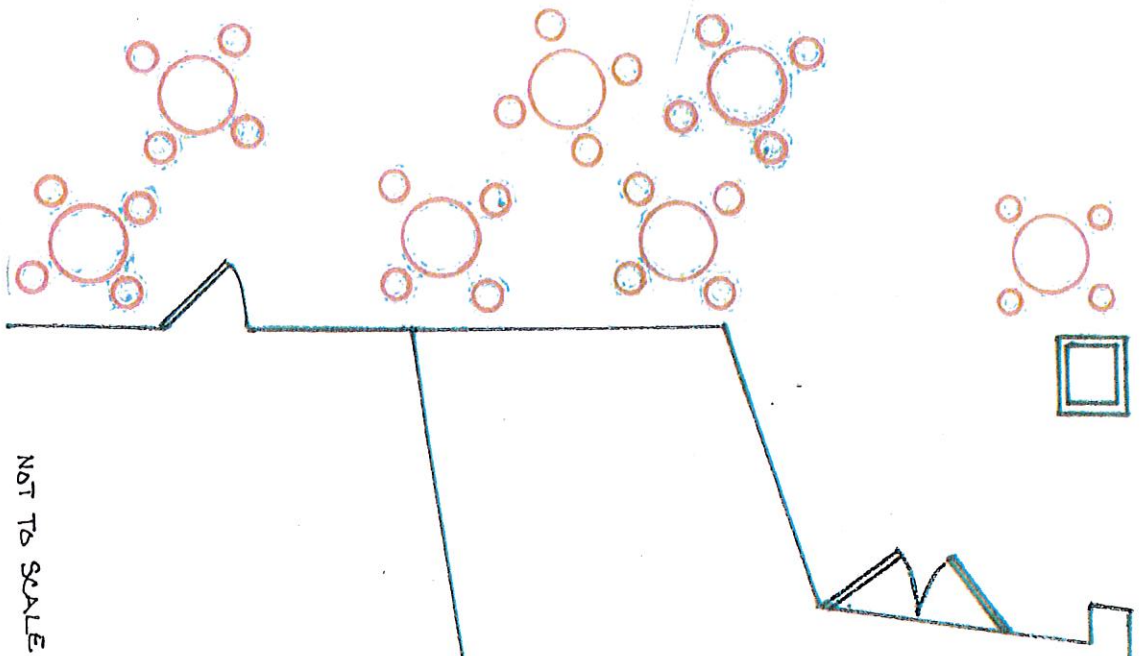
City Council Action: _____ Date: _____

License Issued: _____ Issued by: _____

Conditions: _____

WASHINGTON SQUARE

7'



NOT TO SCALE

24 WASHINGTON SQ

22 WASHINGTON SQ

RECEIVED

MAR 24 2025

CITY CLERK'S OFFICE

400 sq.
40' x 10'

4/23/25



RECEIVED

APR 04 2025

CITY CLERK'S OFFICE

Application for Sidewalk Cafe Permit City of Newport

OWNERSHIP: Newport Bubble Tea, LLC

D/B/A: Empire Tea + Coffee

Business Location: 22 Broadway

Owner Mailing Address: 22 Broadway

Home Phone: 401 612 1207 Business Phone: 401 619 1388

What is your current seating for your sidewalk café? 8

Do you have a license to serve alcoholic beverages? yes ___ no X

The following are required with the application:

- Certificate of Insurance
- Hold Harmless letter
- Diagram including square feet and location of tables and chairs.

Signature of Owner/Operator: [Signature] Date: 4/4/25

DO NOT WRITE BELOW THIS LINE-OFFICE USE ONLY

License Class and Number: _____

Filing Fee \$15 Date paid: 4/4/25 CC

Annual Fee \$300 for Permit: Paid: _____ Date Paid: _____

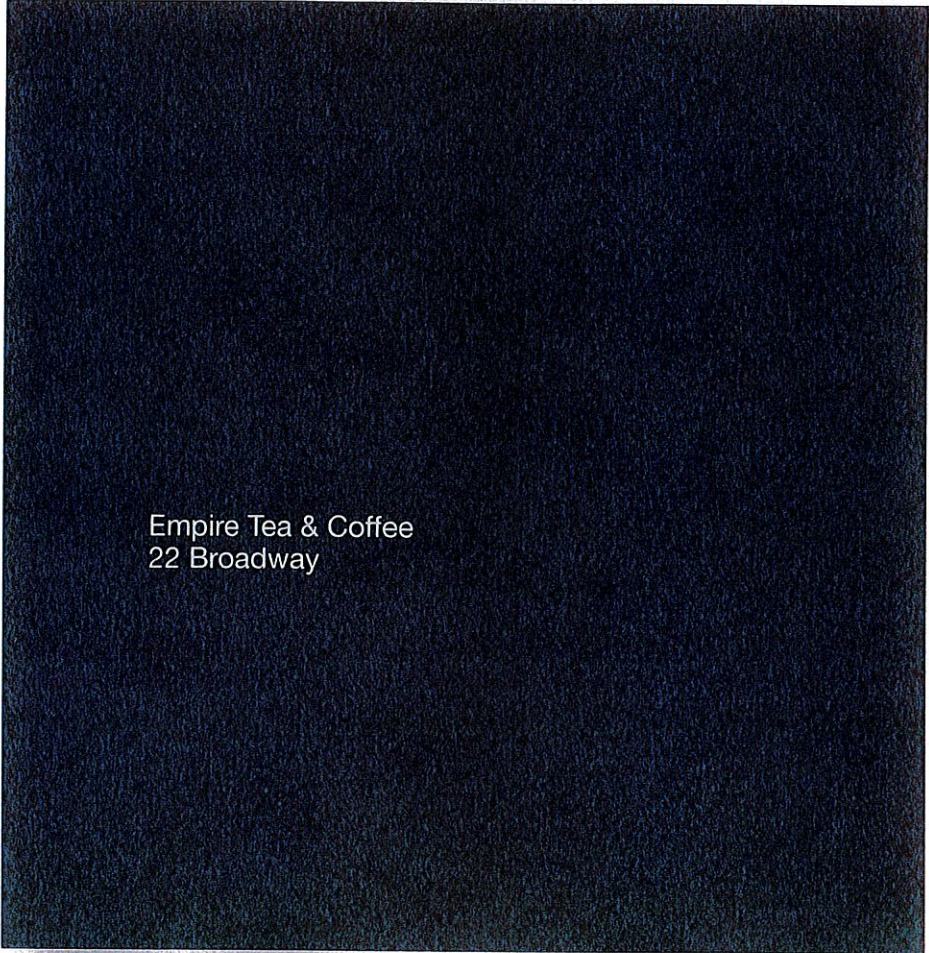
City Council Action: _____ Date: _____

License Issued: _____ Issued by: _____

Conditions: _____

Newport Bubble Tea, LLC
22 Broadway Seating Plan

RECEIVED
APR 04 2025
CITY CLERK'S OFFICE



Empire Tea & Coffee
22 Broadway



8 Seats

4/23/25

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APR 04 2025

CITY CLERK'S OFFICE



Application for Sidewalk Cafe Permit City of Newport

OWNERSHIP: ETC Group, LLC

D/B/A: Empire Tea & Coffee

Business Location: 112 Willow St

Owner Mailing Address: 22 Broadway


Home Phone: 401 862 1207 Business Phone: 401 619 1368

What is your current seating for your sidewalk café? 20

Do you have a license to serve alcoholic beverages? yes no

The following are required with the application:

- Certificate of Insurance
- Hold Harmless letter
- Diagram including square feet and location of tables and chairs.

Signature of Owner/Operator:  Date: 4/14/25

DO NOT WRITE BELOW THIS LINE-OFFICE USE ONLY

License Class and Number: _____

Filing Fee \$15 Date paid: 4/4/25 cc

Annual Fee \$300 for Permit: Paid: _____ Date Paid: _____

City Council Action: _____ Date: _____

License Issued: _____ Issued by: _____

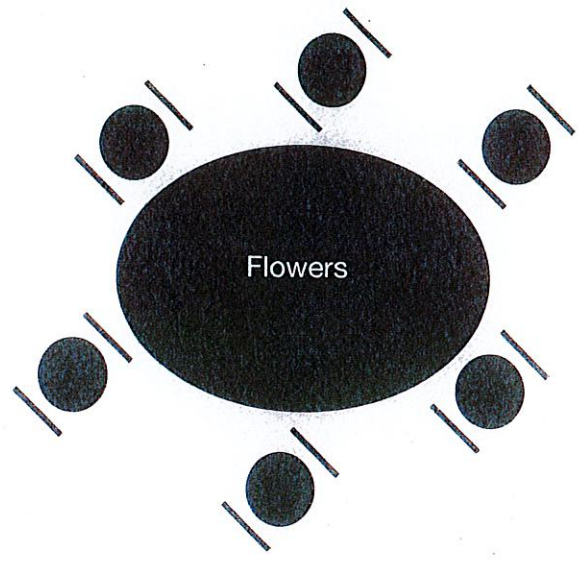
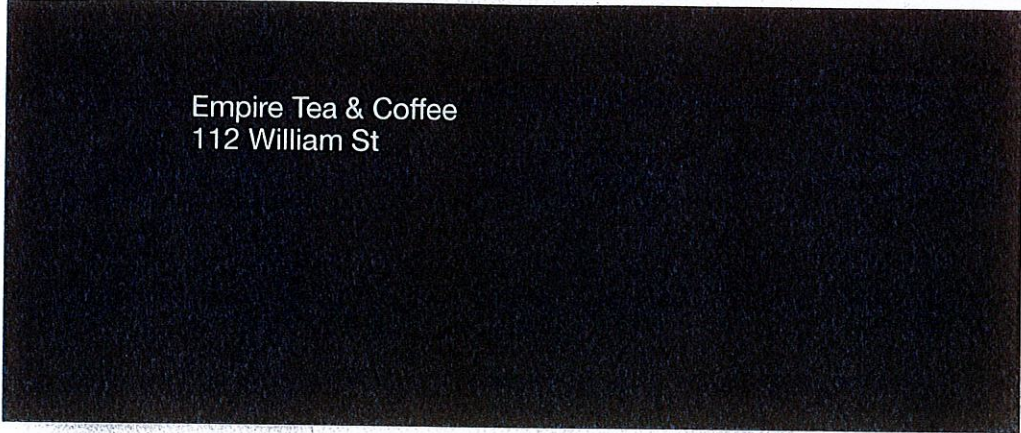
Conditions: _____

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APR 04 2025

CITY CLERK'S OFFICE

Empire Tea & Coffee
112 William St



20 seats

Sidewalk

4/23/25



RECEIVED
APR 04 2025
CITY CLERK'S OFFICE

Application for Sidewalk Cafe Permit City of Newport

OWNERSHIP: Fastnet, Inc.

D/B/A: Fastnet, The

Business Location: 1-3 Broadway

Owner Mailing Address: 1-3 Broadway Newport, RI 02840

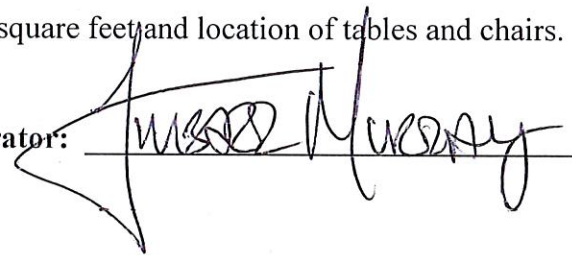
Home Phone: 617 438 4679 Business Phone: N/A

What is your current seating for your sidewalk café? 8

Do you have a license to serve alcoholic beverages? yes no

The following are required with the application:

- Certificate of Insurance
- Hold Harmless letter
- Diagram including square feet and location of tables and chairs.

Signature of Owner/Operator:  Date: April 4th / 25

DO NOT WRITE BELOW THIS LINE-OFFICE USE ONLY

License Class and Number: BV-518

Filing Fee \$15 Date paid: 4/4/25 CC

Annual Fee \$300 for Permit: Paid: # 300 Date Paid: 4/4/25 CC

City Council Action: _____ Date: _____

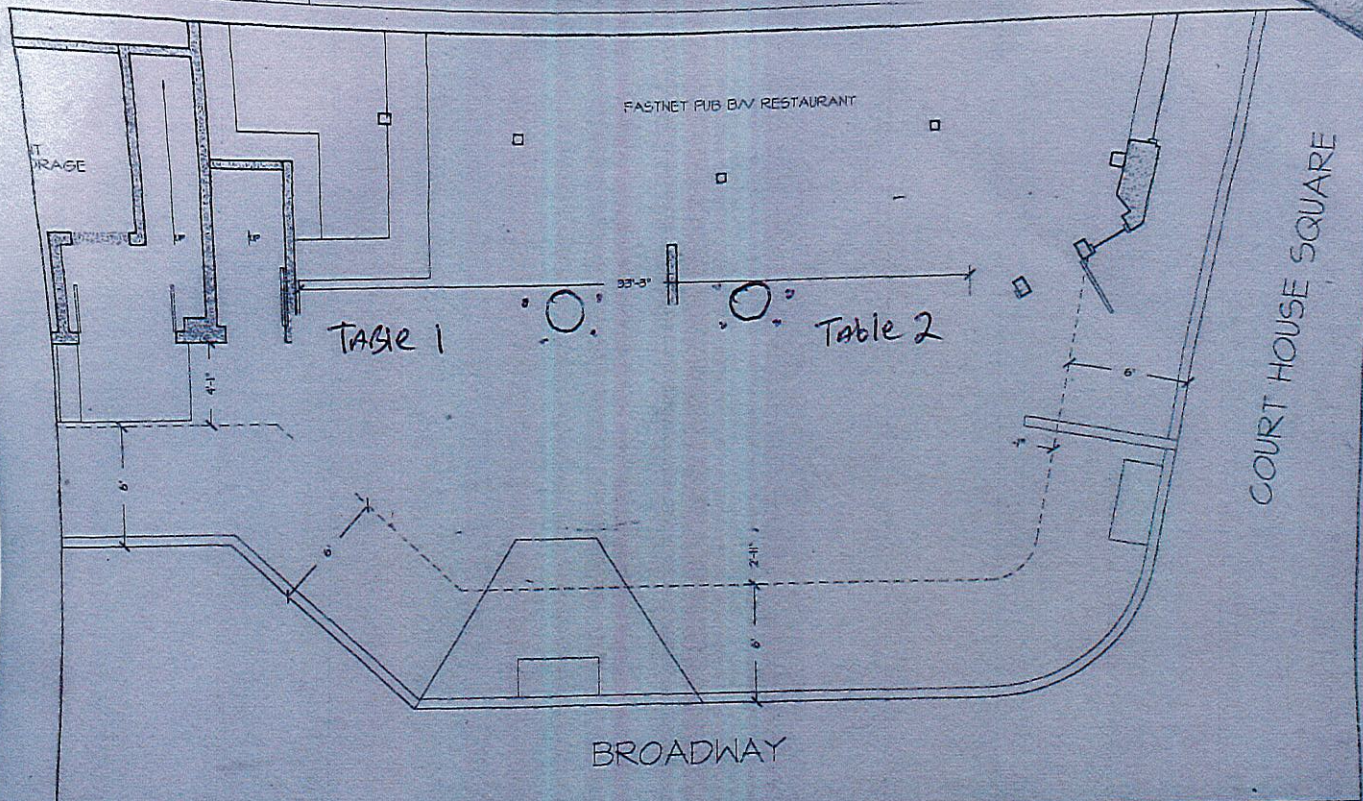
License Issued: _____ Issued by: _____

Conditions: _____

RECEIVED

F 104 2025

CITY CLERK'S OFFICE



Client:
Design:
Architect:
Engineer:
Professional Seal:
Date: 10/15/15

FASTNET PUB
ONE BROADWAY
NASSAU, FLORIDA 32401

DESCRIPTION: FASTNET OUTDOOR SEATING

SCALE: 1/4"=1'-0"
DATE: 7-16-2015

JOB NUMBER:
JOB NAME: FASTNET

A1.1

AM
105
7
105
24
78.0
110.2



RECEIVED

APR 04 2025

CITY CLERK'S OFFICE

Application for Sidewalk Cafe Permit City of Newport

OWNERSHIP: Mel's Lunch Inc.

D/B/A: Mel's Lunch

Business Location: 25 Broadway

Owner Mailing Address: 8 Almy Ct. Newport, RI. 02840

Home Phone: 401-935-3092 Business Phone: 401-935-3092

What is your current seating for your sidewalk café? 4

Do you have a license to serve alcoholic beverages? yes no

The following are required with the application:

- Certificate of Insurance
- Hold Harmless letter
- Diagram including square feet and location of tables and chairs.

Signature of Owner/Operator: *M. J. Mear* Date: 4/3/2025

DO NOT WRITE BELOW THIS LINE-OFFICE USE ONLY

License Class and Number: M-1009

Filing Fee \$15 Date paid: APR 04 2025 SA

Annual Fee \$300 for Permit: Paid: 300 Date Paid: APR 04 2025 SA

City Council Action: _____ Date: _____

License Issued: _____ Issued by: _____

Conditions: _____

MEL'S

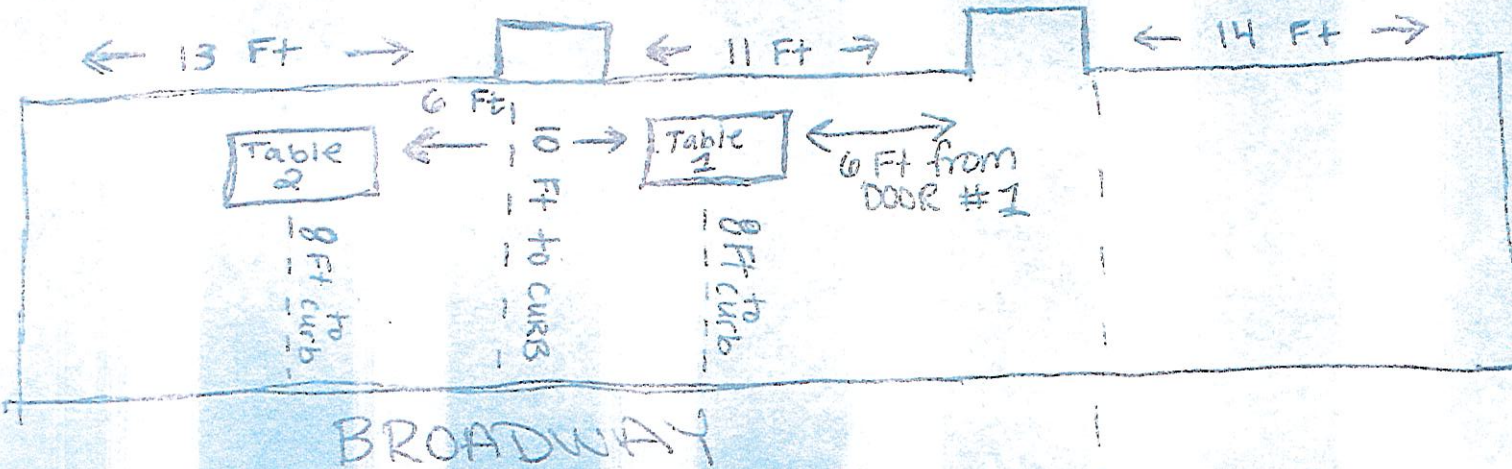
CAFENIO

25 1/2 Broadway

25 Broadway

DOOR # 2
(Not being used for Entry)
↓

Main Entrance
(DOOR # 1)
↓



4/23/25



RECEIVED
APR 01 2025
CITY CLERK'S OFFICE

Application for Sidewalk Cafe Permit City of Newport

OWNERSHIP: Elizabeth Nocom
 D/B/A: Paveler LLC
 Business Location: 200 BROADWAY
 Owner Mailing Address: 32 Connecticut Ave
 Home Phone: (401) 862 5497 Business Phone: (401) 862 7405
 What is your current seating for your sidewalk café? 12
 Do you have a license to serve alcoholic beverages? yes X no

The following are required with the application:

- Certificate of Insurance
- Hold Harmless letter
- Diagram including square feet and location of tables and chairs.

Signature of Owner/Operator: [Signature] Date: 4/1/25

DO NOT WRITE BELOW THIS LINE-OFFICE USE ONLY

License Class and Number: _____
 Filing Fee \$15 Date paid: 4/1/25 CC
 Annual Fee \$300 for Permit: Paid: 4/1/25 Date Paid: \$300 CC
 City Council Action: _____ Date: _____
 License Issued: _____ Issued by: _____
 Conditions: _____

RECEIVED

PARLOR, LLC
200 BROADWAY

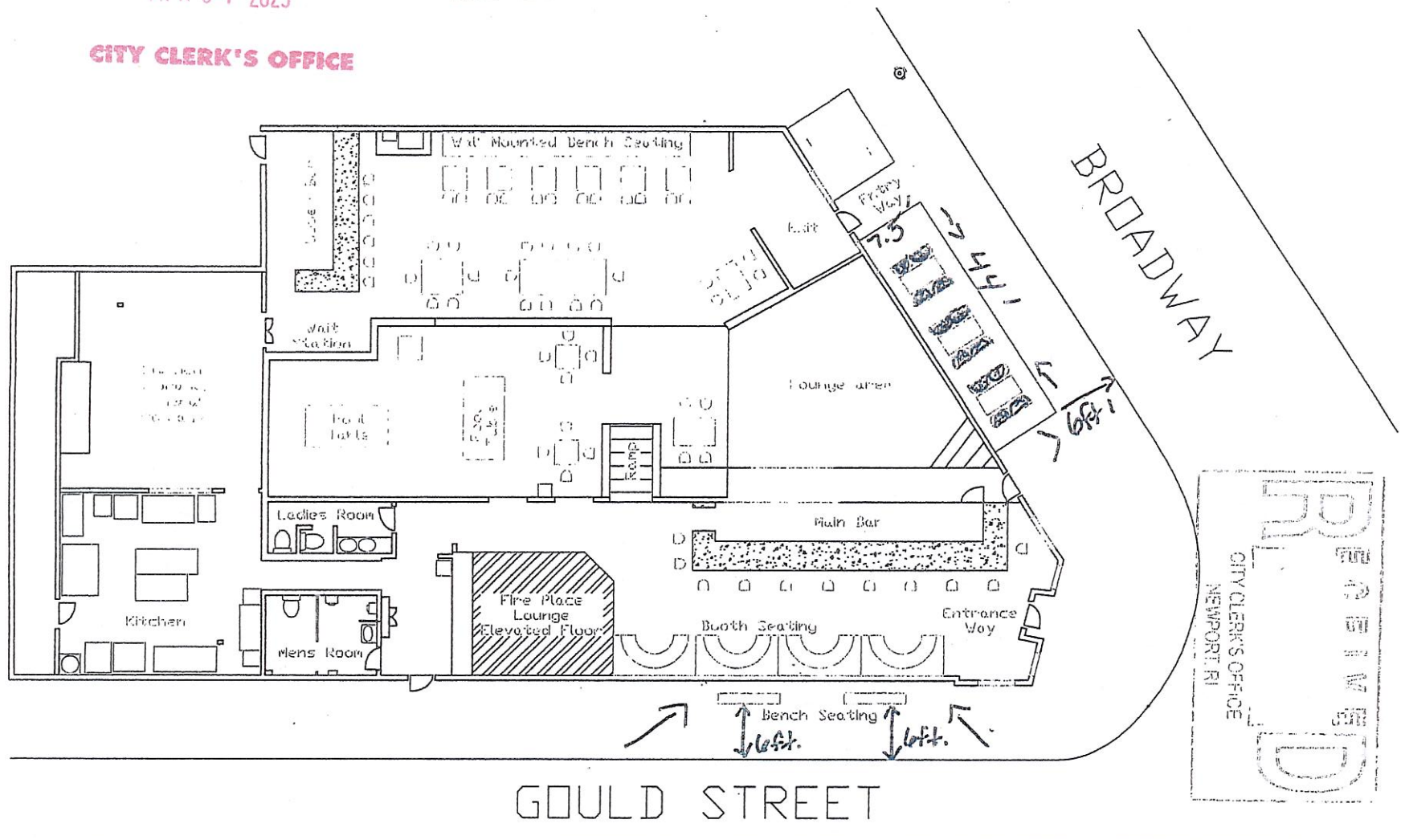
RECEIVED

MAR 08 2024

APR 04 2025

CITY CLERK'S OFFICE

CITY CLERK'S OFFICE



RECEIVED
 CITY CLERK'S OFFICE
 NEWPORT RI

SCALE
 0 5ft 10ft 15ft 20ft 25ft

OUTDOOR SEATING TABLES

Rope Drilling

For Use
 1st Floor Layout
 13th December 2023

No Changes *[Signature]*

4/23/25



RECEIVED

APR 08 2025

CITY CLERK'S OFFICE

Application for Sidewalk Cafe Permit City of Newport

OWNERSHIP: Picnic Ltd.

D/B/A: Picnic

Business Location: 28-32 Bellevue Ave.

Owner Mailing Address: 87 Lawrence Dr. Portsmouth, RI 02871

Home Phone: 401-835-5348 Business Phone: 401-619-1181

What is your current seating for your sidewalk café? 8-10

Do you have a license to serve alcoholic beverages? yes no

The following are required with the application:

- Certificate of Insurance
- Hold Harmless letter
- Diagram including square feet and location of tables and chairs.

Signature of Owner/Operator: Nancy Ruth Soren Date: 3/30/2025

DO NOT WRITE BELOW THIS LINE-OFFICE USE ONLY

License Class and Number: FF-1379

Filing Fee \$15 Date paid: 4/9/25 CA

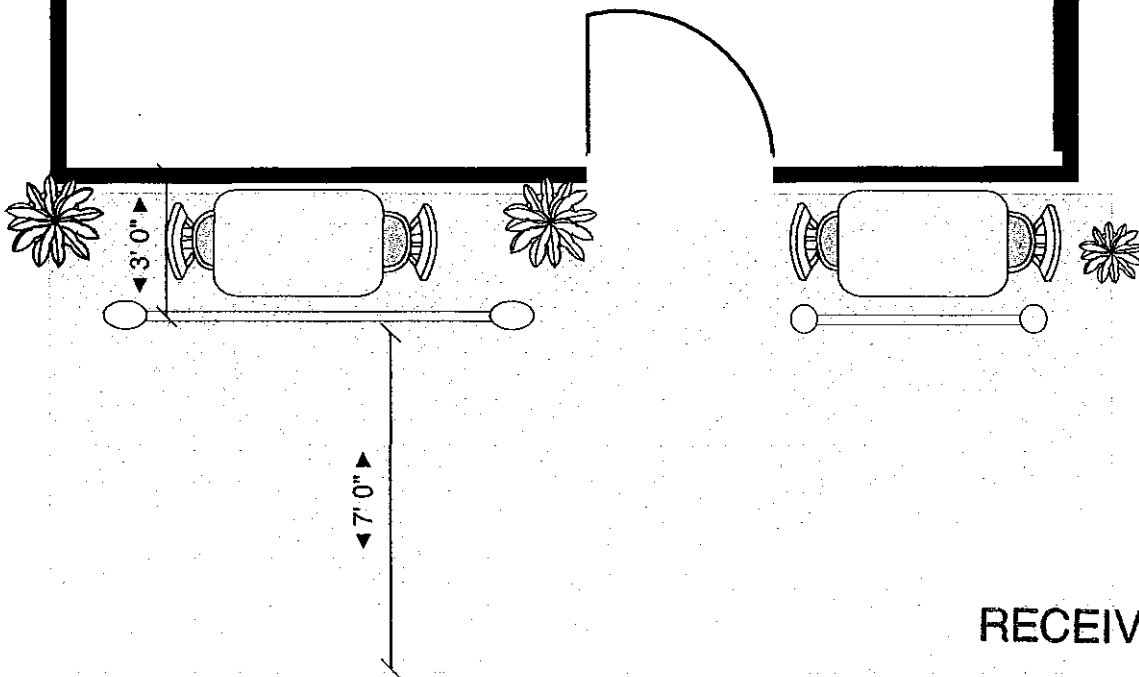
Annual Fee \$300 for Permit: Paid: \$300 Date Paid: 4/9/25 CA

City Council Action: _____ Date: _____

License Issued: _____ Issued by: _____

Conditions: _____

**Picnic Cafe
28- 32 Bellevue Ave**



RECEIVED

APR 08 2025

CITY CLERK'S OFFICE

RECEIVED

APR 03 2025

CITY CLERK'S OFFICE



Application for Sidewalk Cafe Permit City of Newport

OWNERSHIP: P2 Investments LLC

D/B/A: Root

Business Location: 6 Broadway

Owner Mailing Address: 6 Broadway Newport, RI 02840

Home Phone: 401-360-4667 Business Phone: 401-847-2727

What is your current seating for your sidewalk café? 6 seats

Do you have a license to serve alcoholic beverages? yes no

The following are required with the application:

- Certificate of Insurance
- Hold Harmless letter
- Diagram including square feet and location of tables and chairs.

Signature of Owner/Operator: Paul Wesser Date: 04/03/2025

DO NOT WRITE BELOW THIS LINE-OFFICE USE ONLY

License Class and Number: FF-1417

Filing Fee \$15 Date paid: ~~04/03/2025~~ 4/3/25 CT

Annual Fee \$300 for Permit: Paid: _____ Date Paid: _____

City Council Action: _____ Date: _____

License Issued: _____ Issued by: _____

Conditions: _____

RECEIVED

APR 03 2025

CITY CLERK'S OFFICE

BROADWAY



4/9/25

CITY OF NEWPORT, RHODE ISLAND

PUBLIC ENTERTAINMENT LICENSE APPLICATION

(June 1-May 31)

TO THE HONORABLE COUNCIL:

DATE: 3/4/25

Owner: CHOMP NEWPORT LLC

d/b/a: CHOMP KITCHEN AND DRINKS

Address: 111 BROADWAY

Business Phone: _____ Email Address: Sam@chompri.com

Owner Address: 23 Dyer Street

Owner City: Warren State: RI Zip: 02885


Owner Phone: 401-323-6549

Mailing Address: 111 BROADWAY NEWPORT RI 02840

INDOOR: YES NO DAYS/HOURS: 7 days WK / 12 PM - MIDNIGHT

OUTDOOR: YES NO DAYS/HOURS: _____


SITE PLAN MUST BE ATTACHED

.....
Filing Fee: \$15 3/4/25 Date Paid: 3/4/25 

License Fee : \$ _____ Date Paid: _____
Indoors- \$300
Outdoors- \$200

ACTION BY COUNCIL: _____ GRANTED: _____

ISSUED BY: _____ DATE: _____

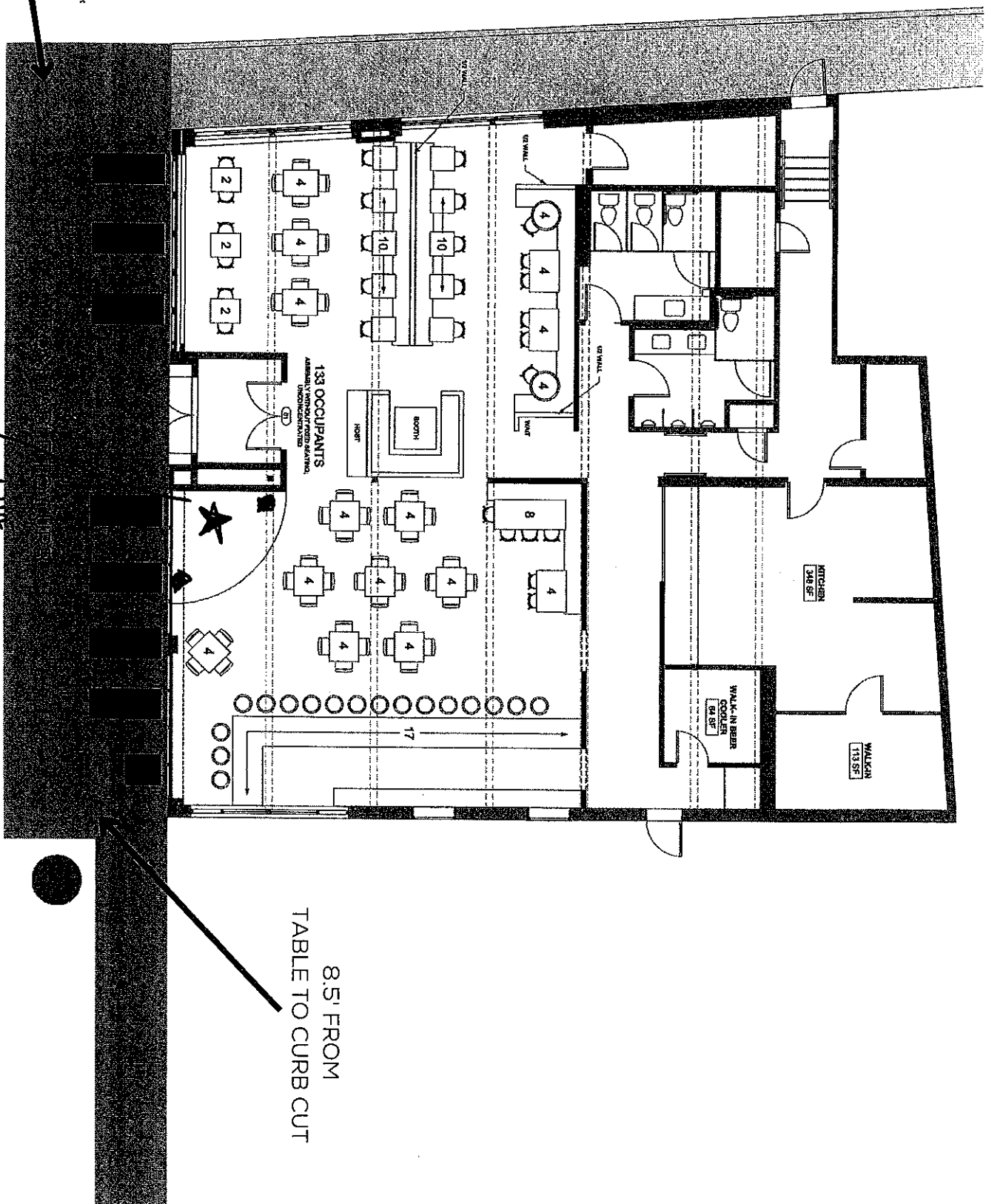
4/9/25 - 1st hearing - Approved 
4/23/25 - 2nd hearing

AYRAULT STREET

10.5' FROM TABLE TO CURB CUT

LIVE Music Location

8.5' FROM TABLE TO CURB CUT



RECEIVED

CITY OF NEWPORT, RHODE ISLAND

APR 15 2025

DAILY ENTERTAINMENT LICENSE APPLICATION

CITY CLERK'S OFFICE

TO THE HONORABLE COUNCIL:

DATE: 04/15/25

Applicant: Uptown Hospitality

d/b/a: Mother Pizzeria

Location/Address: 49 Long wharf Mall, Newport

Phone: 401-324-5500 Email Address: Kevin@motherpizzeria.com

Dates/Hours Sunday May 11th 2025 / 12-9 p.m.

PLEASE COMPLETE ALL CATEGORIES. Use "N/A" if not applicable.

AMPLIFICATION?	No
DEEJAY?	No
BAND?	Yes
HOW MANY MUSICIANS?	1
HOW MANY VOCALISTS?	1
TYPES OF MUSICAL INSTRUMENTS?	Guitar, etc acoustic
MOVIES?	No
PLAYS?	No
MEDIA?	No
OTHER	NO

Expected Attendance: 75 Seating Capacity: 75

Parking Availability # of Vehicles: Yes, Long wharf lot

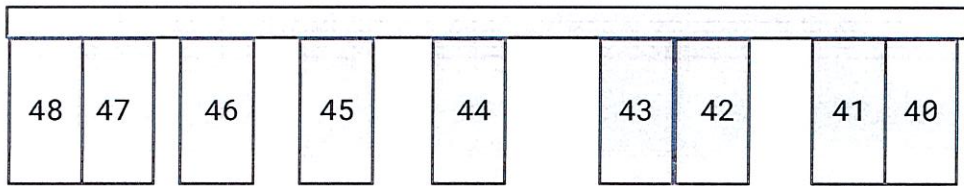
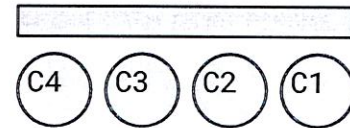
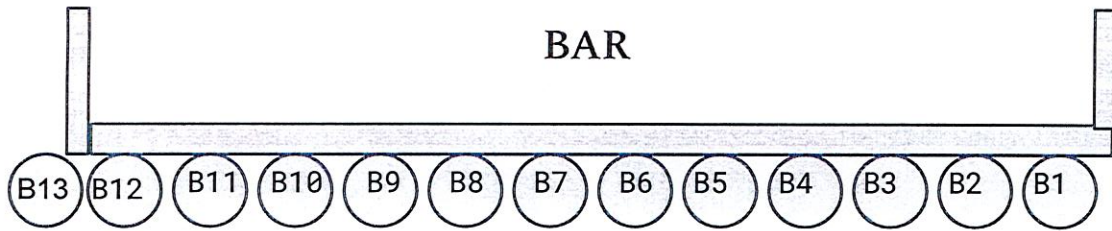
SIGNATURE OF REPRESENTATIVE: [Signature]

PRINTED NAME: LAUREN SCHAEFER

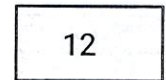
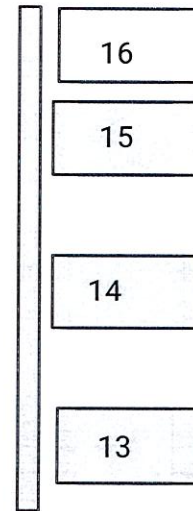
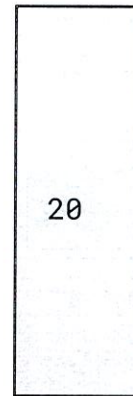
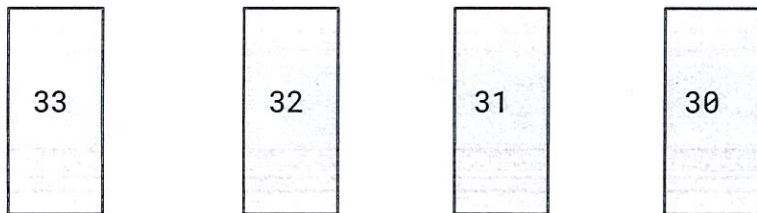
OFFICE USE ONLY

Filing Fee: \$15- Date Paid: 4/15/25 CT License Fee : \$ 15 Date Paid: 4/15/25 CT

ACTION BY COUNCIL: GRANTED: 4/23/25



DINING ROOM



ENTRANCE



4/23/25

RECEIVED

Last printed 6/5/2007 10:54 AM

PAGE 1 of 2

CITY OF NEWPORT, RHODE ISLAND

Dec. 1, -Nov. 30,

CITY CLERK'S OFFICE

VICTUALING LICENSE APPLICATION

TO THE HONORABLE COUNCIL:

DATE: 4-7-25

D/B/A PLAYA BOWLS NEWPORT

LICENSED PREMISES 201 GODDARD ROW, NEWPORT, RI 02840

OWNER (LLC, Corporation): RAED YAZBECK

Owner Address: 15 John Aiden BANE

City: DARTMOUTH State: MA Zip: 02747

Owner Phone: 646-460-9100 Business Phone: SAME

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

(b)

License Number: 1513 CLASS: A (FF) Litter Rating from City Clerk: Fast Food

DURATION: ANNUAL (Annual is DEC 1 thru NOV 30) or if Seasonal (list dates):

Estimated monetary investment involved: \$ 775,000

Hours of Operation: 8 am - 9 pm

Do you have Extended Hours of Operation (i.e. 2:00 am till 6:00 am)? NO if yes, specify extended hours and days: 7 DAYS

Is liquor license application being submitted by the applicant? NO or will it be in the future? NO

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

DO NOT WRITE BELOW THIS LINE

Filing Fee: \$15 Date Paid: 4/7/25 CT License Fee: 350 Date Paid:

Approved by Council Disapproved by Council


Issued by Date

Virtualing License Application Dec. 1, ___ to Nov. 30, ___

Owner: RAED YAZBECK (Yazbeck)
DBA: PLAYA BOWLES NEWPORT
Location: 201 GODDARD ROW, NEWPORT

If NEW establishment -or- if NOT already "on-file", PLANS must be provided.

If new establishment, provide detailed Site Plan showing entire premises, interior, exterior, seating capacity, dumpster location, and parking area.

Plans attached or on-file (YES or NO): YES & Signature: 

Current Seating:

Parking Available? YES Parking Location? Number of Cars


Garbage Disposal:	Dumpster? <input checked="" type="checkbox"/>	Trash Receptacles? <input type="text" value="3"/>
Location:	<input type="text" value="Parking lot"/>	<input type="text" value="In Store"/>
Type/Odor Prevention:	<input type="text" value="Enclosed - gated"/>	<input type="text" value="Closed bag - indoors"/>
Weight per pickup:	<input type="text" value="PER CONDO ASSOC"/>	<input type="text" value="5 lbs"/>
Number of Cans:	<input type="text" value="Varies"/>	<input type="text" value="2 - 3"/>

PRIVATE PICKUP? YES By Whom?

INITIAL to acknowledge receipt of Litter/Trash Info (if new) DATE

Type of BUSINESS:

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.

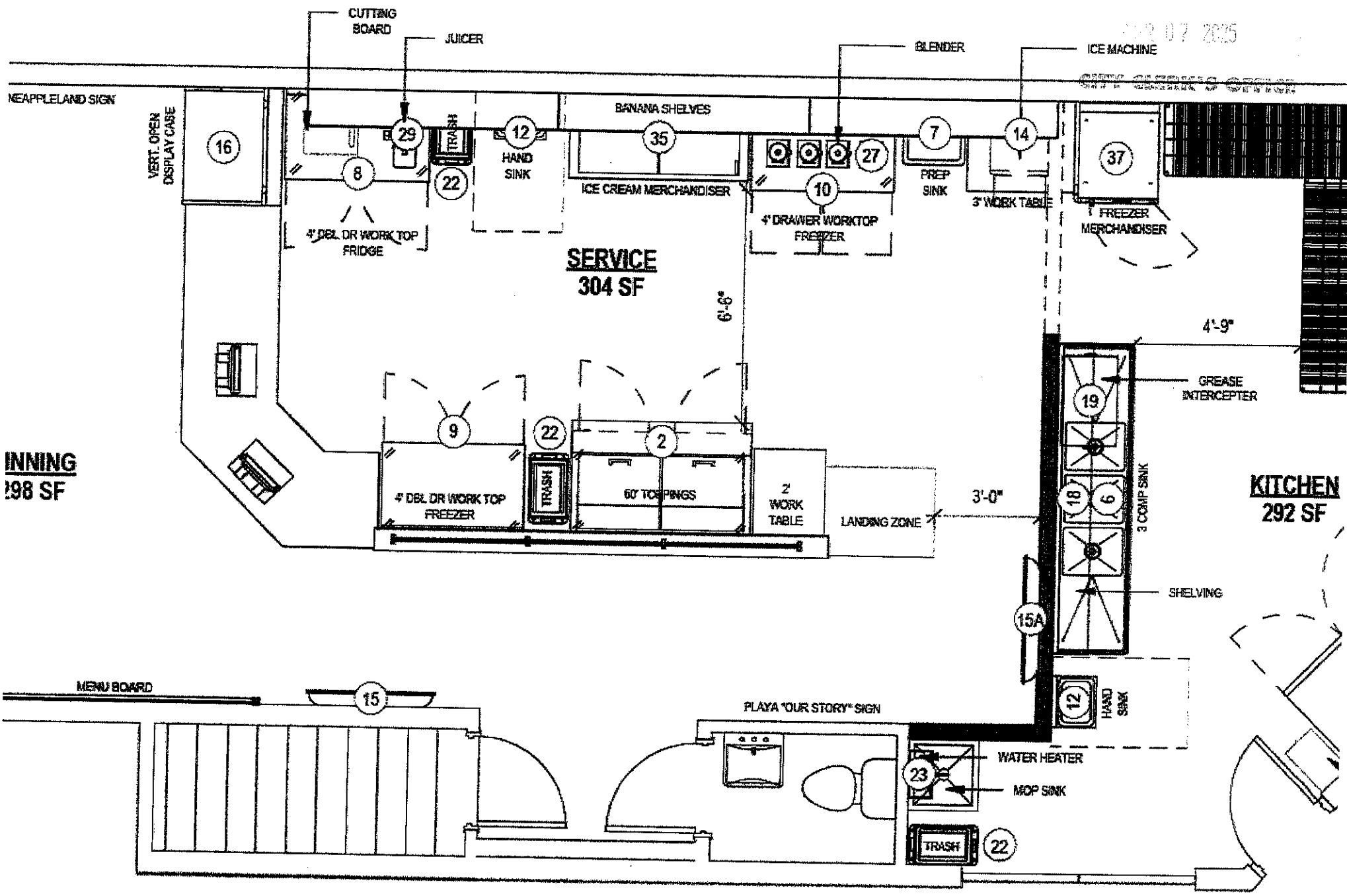
Signature of Applicant:  Date:

Phone #:

Print Name: Title:

RECEIVED

11/20/25



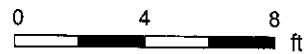
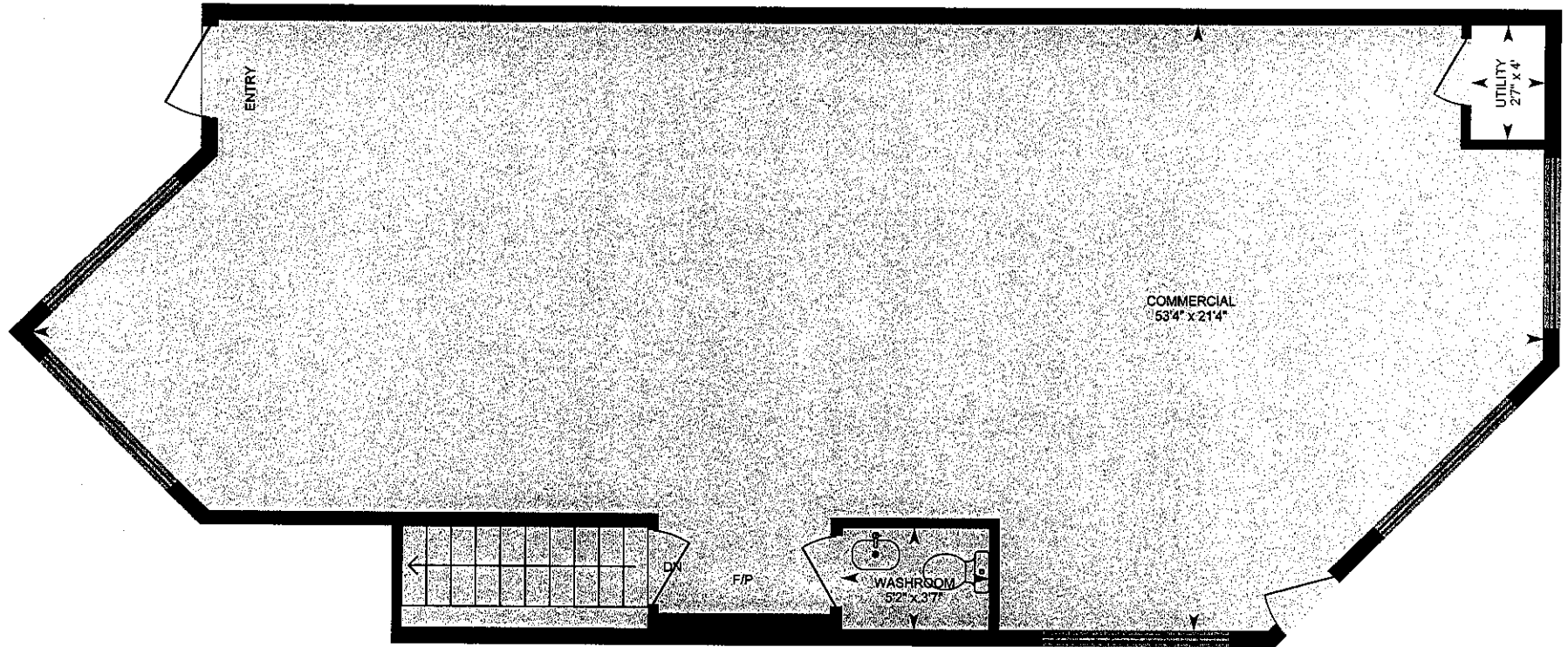
201 Goddard Row, Newport, RI

RECEIVED

Main Floor Finished Area 1032.75 sq ft
Unfinished Area 14.83 sq ft

11/17/2025

CLERK'S OFFICE



PREPARED: 2024/11/16



White regions are excluded from total floor area in iGUIDE floor plans. All room dimensions and floor areas must be considered approximate and are subject to independent verification.

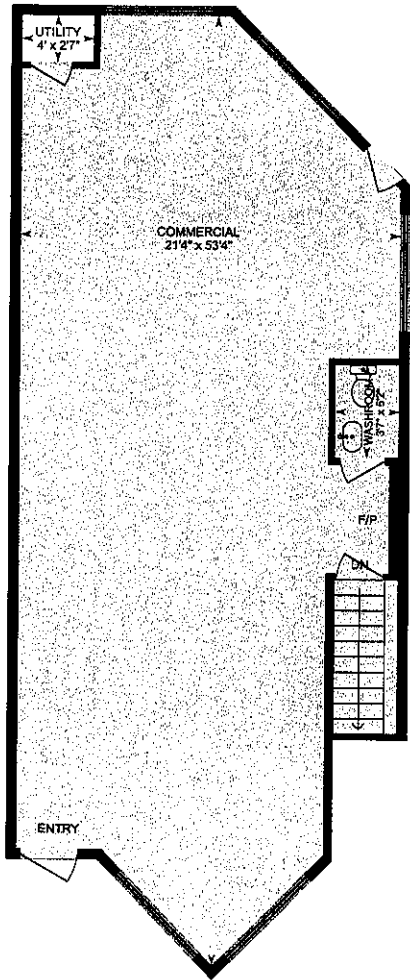
201 Goddard Row, Newport, RI

RECEIVED

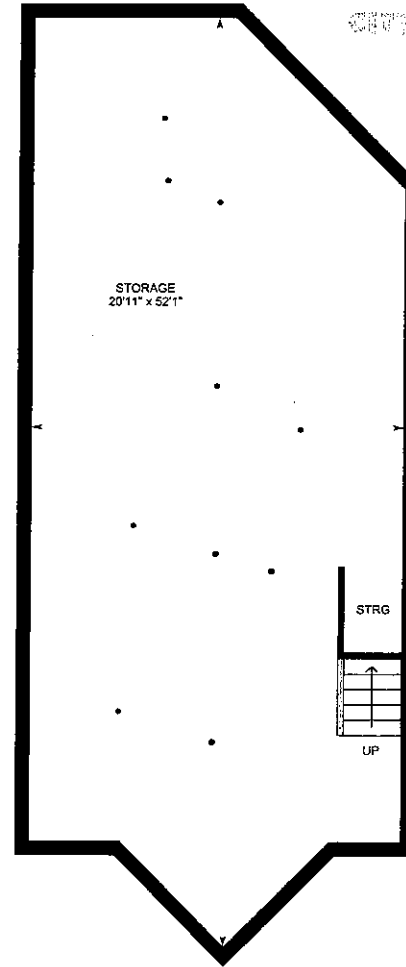
Main Building: Above Grade Finished Area 1032.75 sq ft

NOV 17 2015

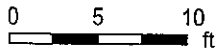
CITY CLERK'S OFFICE



Main Floor
Finished Area 1032.75 sq ft



Basement (Below Grade)
Finished Area



NEWPORT ENERGY AND ENVIRONMENT COMMISSION 10-YEAR PLAN – FRAMEWORK

Executive Summary. Following direction and leveraging authorities given to the Commission from Newport City Council in **Resolution #2025-02** of January 2025, the Energy and Environment Commission will create a '10-Year Plan' addressing mitigation, resilience, and adaptation as related to energy, environment and climate matters for the City of Newport. This plan will be presented to City Council for review, adoption and implementation. The EEC 10-Year Plan will become part of both the City's Comprehensive Plan and the City's Strategic Plan.

Note: This Framework outlines 'The Process' to be taken to develop 'The Plan.' It is NOT a Framework of The Plan.

Framework.

1. **The Commission** – What is its role, responsibilities and process, as it relates to the development of the plan?
 - a. By City Council **Resolution 2024-51**: "...To serve as the primary advisory board to city staff and City Council on all matters relating to energy and the environment and how these relate to the City of Newport, its culture, its economy, and its future; with specific focus on climate change, sustainability and resiliency."
 - b. Following the directives of **Resolution #2025-02**: To develop a 10-Year Energy and Environment Plan
 - c. To ensure consistency with State of Rhode Island 2021 Act on Climate and any subsequent acts, plans, or documents as well as other relevant Community, State and Federal directions and programs on Energy and Environment
 - d. To coordinate and collaborate with City, Community, State, Federal and Private individuals and organizations, as required
 - e. To ensure a science-based approach, as defined by the NEEC in our Mission, Policy, and Procedures and by **Resolution #2025-02**.
 - f. To vet the final draft of 'The Plan' with city staff, related city boards, commissions and outside organizations, and in one or more public forums
 - g. **Ultimately, to present a Final Plan to City Council for review, adoption and implementation**

2. **The Partners** – Who and what will we be coordinating with?
 - a. **Key Individuals:**
 - i. Teresa Crean, Director of Resilience and Sustainability, City of Newport
 - ii. Paige Myatt, Director of Climate Resilience, Aquidneck Island Land Trust
 - iii. Lauren Carson, 75th District, Rhode Island House of Representatives
 - iv. Stephanie Smyth, Newport City Council, EEC Liaison
 - v. (others as identified) _____
 - vi. _____

 - b. **Key Organizations:**
 - i. Aquidneck Island Land Trust
 1. Specifically related to the *Growing Regional Resilience Coordination on Aquidneck Island* project, which includes developing a Regional Climate Resilience Action Plan for the Aquidneck Island Community

- a. Newport, Middletown, Portsmouth, Navy Base
- ii. Rhode Island Department of Environmental Management
- iii. Rhode Island Office of Energy Resources
- iv. Environment Council of Rhode Island
- v. Coastal Resource Management Council (CRMC)
- vi. Green Energy Consumers Alliance
- vii. Acadia Center
- viii. Eastern Rhode Island Conservation District
- ix. (others as identified) _____
- x. _____

c. Key Supporting Plans

- i. Newport’s 2017 Comprehensive Plan
- ii. Newport’s 2024 Strategic Plan
- iii. Other Newport Municipal Plans (Open Space Master plan, Transportation Plan, etc.)
- iv. 2020 Municipal Resilience Plan
- v. 2025 Regional Hazard Mitigation Plan for Aquidneck Island
 - 1. Currently available in draft form – anticipated Fall 2025 adoption
- vi. 2024 Disaster Declarations
- vii. Various Energy, Environment, Climate Action Plans from other communities
- viii. State of Rhode Island Carbon Reduction Plan
- ix. State of Rhode Island 2025 Climate Action Strategy
- x. Energy Profile – Power Options, Community Electricity Aggregation
- xi. EV Infrastructure
- xii. (others as identified) _____
- xiii. _____

d. Key Supporting Legislation

- i. State of Rhode Island 2021 Act on Climate (and future iterations)
- ii. (others as identified) _____
- iii. _____

3. The Plan – What should the city expect?

a. Construct

- i. The Plan will have two focus areas:
 - 1. Energy
 - 2. Environment
- ii. The Plan will define and address three approaches:
 - 1. Mitigation
 - a. Energy Efficiency and Carbon Reduction
 - 2. Resilience
 - a. Risk Reduction and Asset Protection
 - 3. Adaptation
 - a. Understanding Climate and Taking Action to Prepare for It
- iii. The Plan will speak to Financing and Resourcing options and requirements
- iv. The Plan will be written to update all elements and Chapters of the City’s Comprehensive Plan. It will specifically change Section 5.
 - 1. Section 5 - Sustainable Systems and Stewardship

- a. Chapter 11 Energy
- b. Chapter 12 Water
- c. Chapter 13 Natural Hazards and Climate Change

b. Deliverables – End product(s) of the EEC 10-Year Plan

- i. The 10-Year Plan will be directly added to the City’s Comprehensive Plan
- ii. It will include:
 - 1. Goals, Policies, Actions
 - 2. Decision Support and Implementation Guidelines
 - a. Toolkit (for implementation?)
 - b. Guidelines for Recommending Priorities
 - c. Guidelines for finance and ROI

c. Timeline

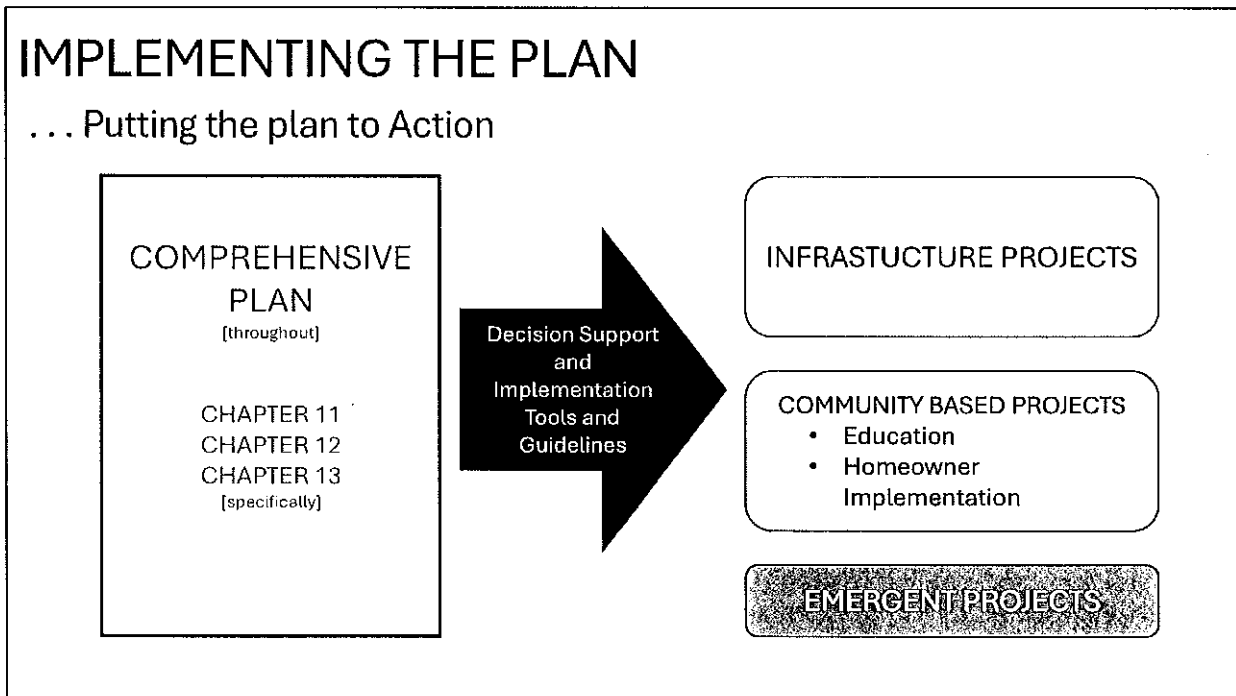
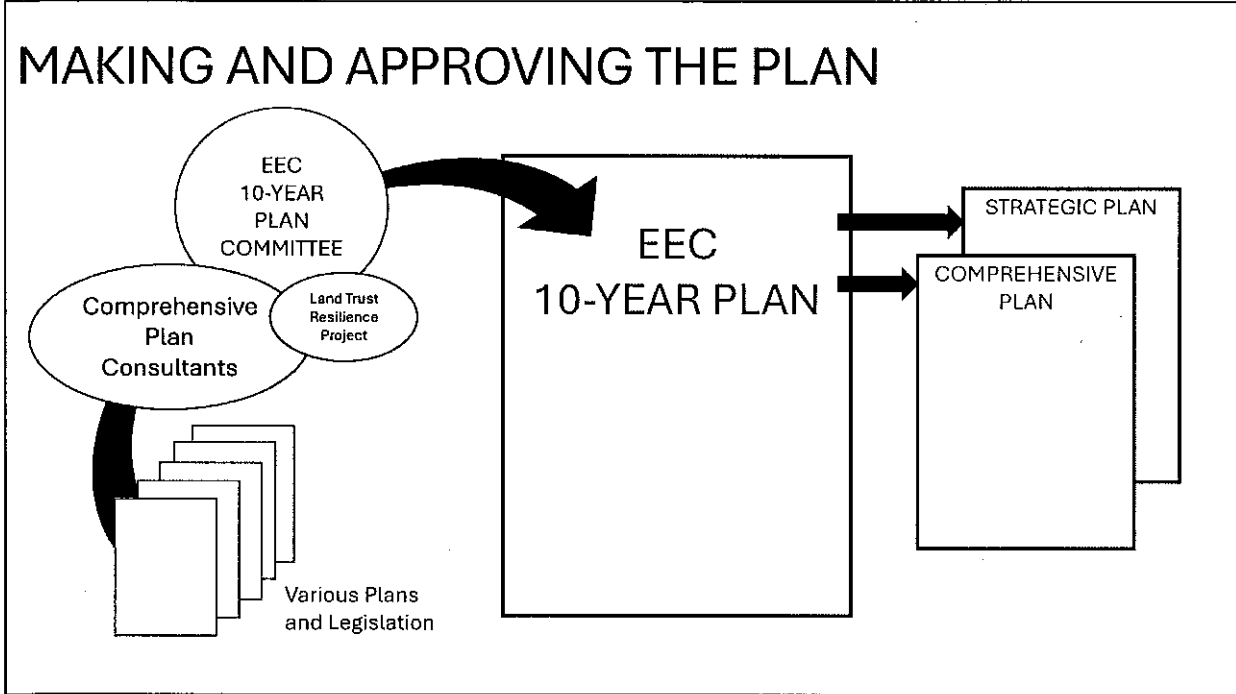
- i. **January – March 2025**
 - 1. EEC 10-Year Plan Committee develops a Framework
- ii. **End of March/Early April 2025**
 - 1. Framework of the Plan reviewed and approved by EEC
 - 2. Framework of the Plan to be presented to City Council
- iii. **Phase 1 (estimate: start April/May 2025) (to be revised based on Comprehensive Plan consultants and The Land Trust project)**
 - 1. EEC 10-Year Plan Committee work with City Staff on The Plan
 - a. Gather data
 - b. Meet with other organizations
 - c. Rough out document
 - d. Create supporting charts and visuals
 - e. Community Engagement; Public Forums; Focus Groups; Workshops
- iv. **Phase 2 (estimate: Fall 2025)**
 - 1. Establish a 85% Draft of The Plan
- v. **Phase 3 (estimate: End of 2025)**
 - 1. Vet Draft Plan with City Staff, related City Boards, Commissions and outside Organizations
 - 2. Share The Plan in one or more public forums
- vi. **Completion (estimate: Q1 2026)**
 - 1. Present The FINAL 10-Year Plan to City Council
 - a. Consider a special Workshop format
 - 2. City Council approve and adopt the 10-Year Plan

4. The Implementation – How do we put the Plan to Action?

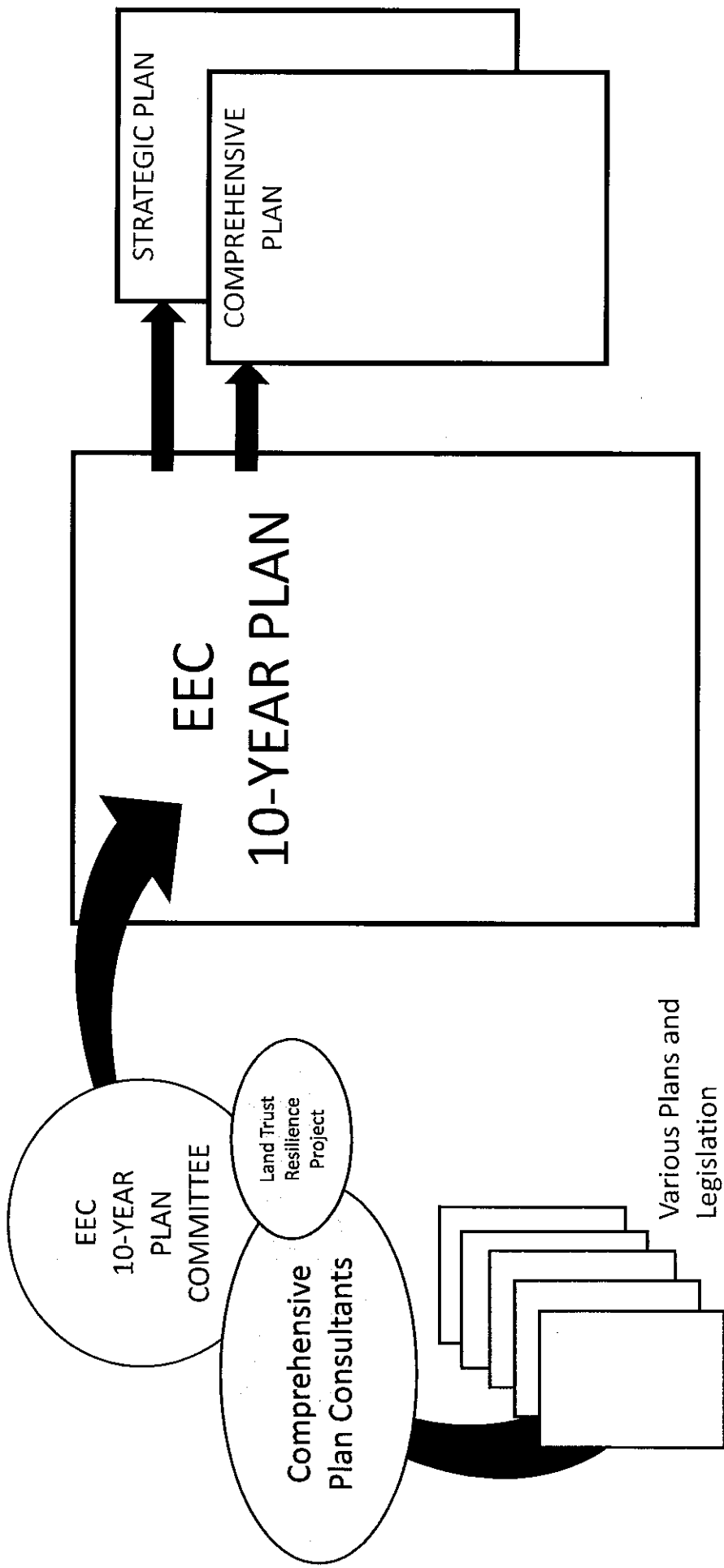
- a. Once embedded throughout the Comprehensive Plan, this will influence and guide all City decision makers with respect to energy and environment
- b. The Energy and Environment Commission (EEC) will provide specific recommendations to the City on Actions and Priorities as identified in The Plan and beyond
 - i. Following the Guidelines and using the Tools identified in the Plan
 - ii. Using a weighted, evidence-based, criteria-based approach
 - iii. Considering resource requirements and ROI
- c. Action Items from The Plan will include recommendations and criteria for:
 - i. Larger Infrastructure projects

- ii. Community based education and Home-owner implementation
- iii. Emergent opportunities with the flexibility to shift resources as required

Slides to support the 10-Year Plan Process

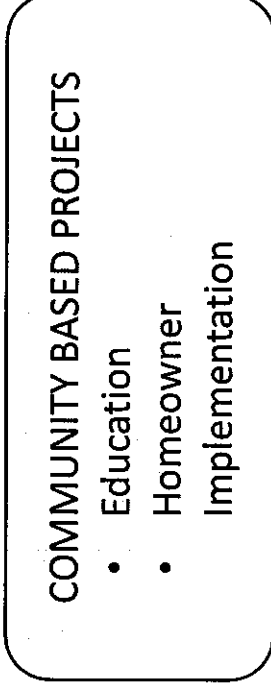
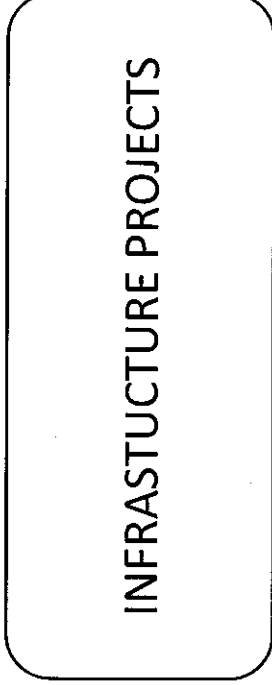
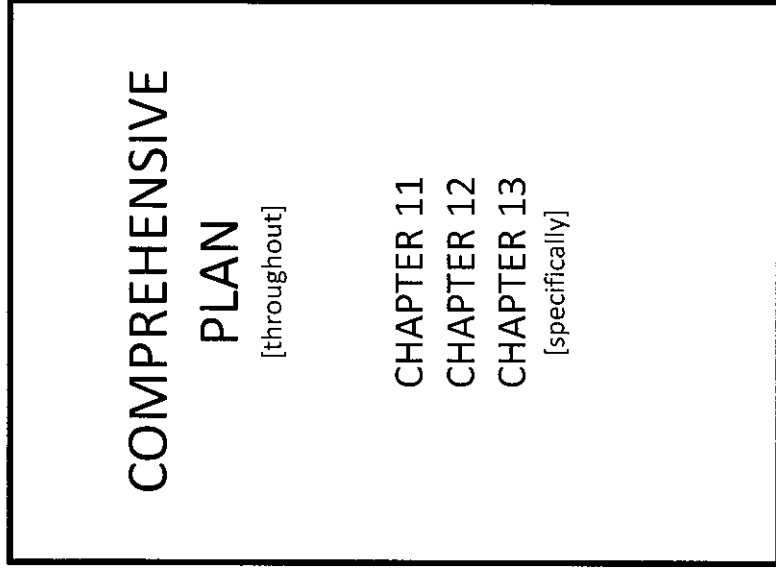


MAKING AND APPROVING THE PLAN



IMPLEMENTING THE PLAN

... Putting the plan to Action





CITY OF NEWPORT
DEPUTY CITY MANAGER
Michael A. Caruolo

To: Council Chair Charles Holder and Members of the City Council

FROM: Michael A. Caruolo, Deputy City Manager *MAC*

Date: March 28, 2025

RE: Docket of April 9, 2025 - Ordinance Amendment as per Resolution #2025-41 - Ordinance 10.32.110 - Designated Residential Parking Streets - Marsh Street and Bridge Street, from Washington Street to America's Cup Avenue Residential Parking Twenty-Four (24) Hours Per Day

Pursuant to the Resolution #2025-41 dated March 12, 2025, the City Administration has drafted the attached suggested ordinance change, to create 24-hour, Newport resident sticker holder only parking for Bridge Street from Washington Street to America's Cup Avenue and for all of Marsh Street.

Accordingly, Marsh Street shall be removed from residential parking 6pm to 6am and added to 24-hour residential parking. Furthermore, Bridge Street from Thames to America's Cup will remain 6pm to 6am residential parking and Bridge Street from Washington Street to Americas will be 24-hour residential parking.

Additionally, the City has contacted Safe Harbor Marina, located on Washington Street, and has provided all details and encouragement of use, related to discounted and nearby parking for, among others, Safe Harbor employees, customers and guests.

MAC/paf
Attachment

continued to 4/23/25

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:

10.32.110. - Designated residential parking streets.

- A. The following streets shall be designated for residential parking, daily, during the hours of six p.m. to six a.m.:

DELETE:

~~Bridge Street~~

~~Marsh Street~~

ADD:

Bridge Street from Thames Street to America's Cup Avenue

- C. The following streets shall be designated for residential parking, daily, twenty-four (24) hours a day:

ADD:

"Bridge Street, from Washington Street to Americas Cup Avenue"

"Marsh Street"

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

THE CITY OF NEWPORT

RESOLUTION

OF THE

COUNCIL

No.2025-41

WHEREAS, Parking in The City of Newport has been for many years and continues to be, a challenge for city residents; AND

WHEREAS, There must be a balance regarding public parking which allows for full time residents of the city who do not have off street parking to have priority for parking their motor vehicles on or very close to the streets on which they reside; AND

WHEREAS, Many full time, year round residents of the city, especially in denser neighborhoods, often find they are at a lack for public parking nearby their residence because available spots have been taken by non-city residents; AND

WHEREAS, The Newport City Council believes every effort must be made to ensure that parking is available for full time residents, especially when other convenient options are available for non-city residents; NOW THEREFORE, be it

RESOLVED: That notwithstanding the ordinance(s) regarding the city's Interdepartmental Traffic Commission and with the knowledge that existing ordinances that may lead to resident parking changes in the city often take months to come to fruition -if at all, the Newport City Council directs the city administration to draft a suggested ordinance change which would create 24 hour, Newport resident sticker holder only parking for Bridge Street from Washington Street to America's Cup Avenue and all of Marsh Street; AND BE IT FURTHER

RESOLVED: That the Newport City Council asks that these suggested ordinances be delivered for review by the city council nine days prior to the city council meeting of Wednesday, April 9, 2025; AND BE IT FURTHER RESOLVED

RESOLVED: That the city administration shall contact the management of Safe Harbor Marina, located on Washington Street, and provide all details and encouragement of use, related to discounted and nearby parking for, among others, Safe Harbor employees, customers and guests.

DAVID R. CARLIN III
STEPHANIE SMYTH
ELLEN PINNOCK

IN COUNCIL
READ AND PASSED
MARCH 12, 2025


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 *CKK*
Date: March 18, 2025
Subject: Ordinance Revision – 10.24.010 – Parking Prohibited at all Times in Designated Places – Dixon Street, South Side, Beginning 405 Feet West of Spring Street and Continuing a Distance of 16 Feet
Presentation: Sergeant Jason Head, NPD Traffic Sgt. & ITC Chair

RECOMMENDATION:

The ITC recommends adding to Chapter 10.24 of the City of Newport's Codified Ordinance as follows:

10.24.010 - Parking Prohibited at all times in designated places.

No person shall park a vehicle at any time upon any of the following streets:

ADD: "Dixon Street. South side, beginning four hundred-five (405) feet west of Spring Street and continuing a distance of sixteen (16) feet.

BACKGROUND AND FINDINGS:

A concerned citizen request (CCR) was submitted to ITC to review the parking west of 35 Dixon St and between City lot# 35-190. The resident at 35 Dixon stated that the change of direction of the roadway (one way westbound) recently has caused more difficulty pulling out of her driveway. ITC noted the section of street west of 35's driveway is closed in by driveway restricted set backs on each side leaving 16 feet of legal parking space. Also noted was a large tree next to the roadway in the sidewalk along the legal parking space, causing the driver's side door not to be able to be opened unless pulled back into restricted parking. For a period of 2 months, ITC put a temporary no parking restriction in the space and have not received any complaints or concerns. ITC reviewed the mater and it appears reasonable with the narrow street and available turn radius egress to/from 35 Dixon's driveway. ITC recommends the area noted to be restricted parking prohibited at all times.

PREVIOUS LEGISLATIVE ACTION

N/A

FISCAL IMPACT

Currently Budgeted (Account _____) Requires additional appropriation No Fiscal Impact

SUPPORTING DOCUMENTS

Ordinance Amendment

Finance Dept. Review: *4/11/25* Date By: *RSJ* (if applicable)

continued to 4/23/25

**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 10.24 of the Codified Ordinances of the City of Newport, RI, Revision of 1994, as amended, entitled, "PARKING RESTRICTIONS ON SPECIFIC STREETS" is hereby further amended, as follows:

10.24.010. - Parking prohibited at all times in designated places.

ADD:

Dixon Street. South side, beginning four hundred-five (405) feet west of Spring Street and continuing a distance of sixteen (16) feet.

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
REQUEST FOR CITY COUNCIL ACTION

To: Council Chair Charles Holder & Members of the City Council
From: Colin K. Kennedy, MPA, City Manager *Col. Key*
Date: April 14, 2025
Subject: CRMC File No. 2025-02-022 - Application of SW 45 LLC, Newport Yachting Center, 20 Commercial Wharf - Expand Perimeter Limit and Replace and Reconfigure Floating Docks

RECOMMENDATION:

It is recommended that the Council direct the Administration to inform CRMC that the City has no objection to the project with the condition that the pumpout system be maintained in good working order and available to the boating public as part of the approval.

BACKGROUND AND FINDINGS:

Attached is a notice from the Coastal Resources Management Council regarding the application of SW 45 LLC, Newport Yachting Center, 20 Commercial Wharf - Expand Perimeter Limit, Replace and Reconfigure Floating Docks (No increase in vessel count).

The application was referred to the Waterfront Commission for their comments, copy attached. An extension of the deadline for comment from April 5, 2025 to April 30, 2025 was requested and granted by CRMC. At their Thursday, April 10, 2025 meeting, the Newport Waterfront Commission reviewed the above application with the Harbormaster. The applicant provided letters from abutters stating no opposition to the proposed changes. The Waterfront Commission voted to recommend approval of the application with the condition that the pumpout system be maintained in good working order and available to the boating public.

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT

Currently Budgeted (Account _____) Requires additional appropriation No Fiscal Impact

SUPPORTING DOCUMENTS

CRMC Application No. 2025-02-022
Letter to CRMC requesting an extension of the Public Notice Period to April 30, 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 April 11, 2025

Finance Dept. Review: *4/14/25* Date By: *RJK* (if applicable)

cc: Chair, Waterfront Commission
Harbormaster
SW 45 LLC, 20 Newman Avenue, Suite 1005, Rumford, R 02916, 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: 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.

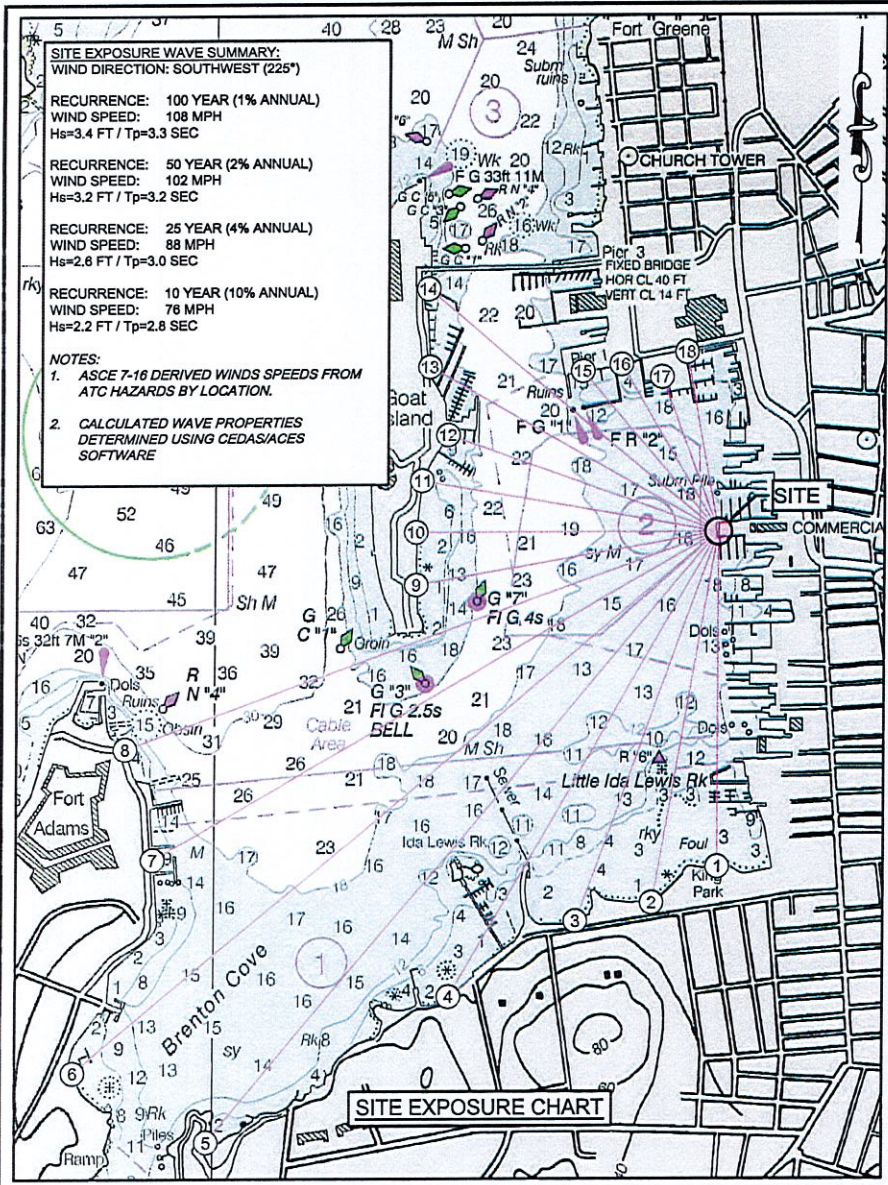
In accordance with the Administrative Procedures Act (Chapter 42-35 of the Rhode Island General Laws) you may request a hearing on this matter.

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; 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

	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

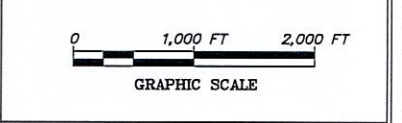
TABLE 2: TIDAL AND STORM SURGE BENCHMARKS IN FEET

BENCHMARK	ELEVATION (MLLWD)
FEMA BASE FLOOD ELEVATION (BFE)	+15.0
FEMA 1% RECCURENCE (100YR) SWL	+12.5
FEMA 2% RECCURENCE (50YR) SWL	+10.3
FEMA 10% RECCURENCE (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 STUDY (FIS) FOR NEWPORT COUNTY, RHODE ISLAND [STUDY #44005CV000C] 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) #44005CV0177J 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

No.	Revision	Date	App.
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:
**VICINITY CHART
WITH SITE EXPOSURE SUMMARY
(FETCHES, POTENTIAL WAVE ACTION,
TIDES & COASTAL FLOODING)**

Date: 1/9/2025
Scale: 1"=1,000'

AUGUST J. KREUZKAMP, III

Designed By: JKP
Drawn by: JKP
Checked by: AJK
Project Number: 2023-17
Sheet 1 of 7
Drawing Number: R-1

**REGISTERED PROFESSIONAL ENGINEER
CIVIL 2/17/2025**

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 8/18/2001.
- 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.

	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

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BARRINGTON, RI 02806
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harboreng.com

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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:

- 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.
- 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

- REFER TO GEOTECHNICAL BORINGS PERFORMED BY HARDIMAN COMPANY (W-1 THROUGH W-7) FOR ADDITIONAL INFORMATION REGARDING AREA SOILS.
- THE CONTRACTOR SHALL INFORM THE ENGINEER IMMEDIATELY SHOULD FIELD CONDITIONS DIFFER FROM THE PILE AND GEOTECHNICAL PROFILE PROVIDED.
- 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.
- 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.
- FIELD WELDING OF SPLICES SHALL NOT BE PERMITTED.

STEEL COATING

- 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.
- 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.
- 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.

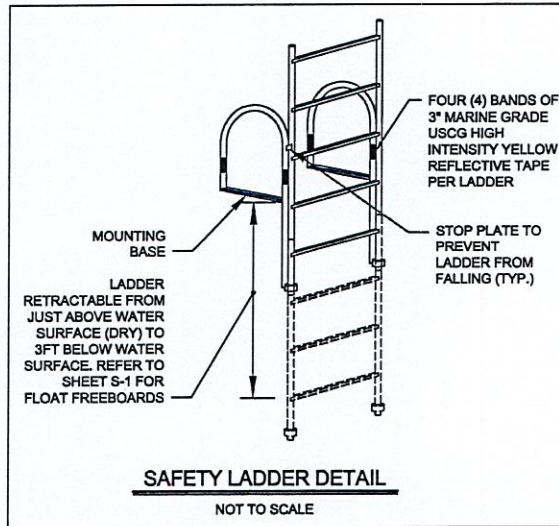
PILE DRIVING

- THE CONTRACTOR SHALL USE MAINTAINED EQUIPMENT ADEQUATE IN SIZE, CAPACITY AND NUMBERS NEEDED TO ACCOMPLISH THE WORK.
- 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.
- 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.
- 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:

- STEEL PILES:** PILE ID, LOCATION, DEPTH TO MUDLINE (INCLUDING DATE & TIME RECORDED), TOTAL EMBEDMENT AND LENGTH OF ROCK SOCKET.
- STEEL PILES SHALL BE DRIVEN OPEN-ENDED.
- 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.
- ALL PILE SPLICE LOCATIONS SHALL BE SUBMITTED TO THE ENGINEER FOR REVIEW AND APPROVAL.
- 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:

- 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.
- 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.
- SAFETY LADDERS SHALL BE INSTALLED PER THE INSTRUCTIONS OF THE LADDER MANUFACTURER AND DOCK MANUFACTURER. HARDWARE TO ACCOUNT FOR DISSIMILAR METALS TO AVOID CORROSION.
- 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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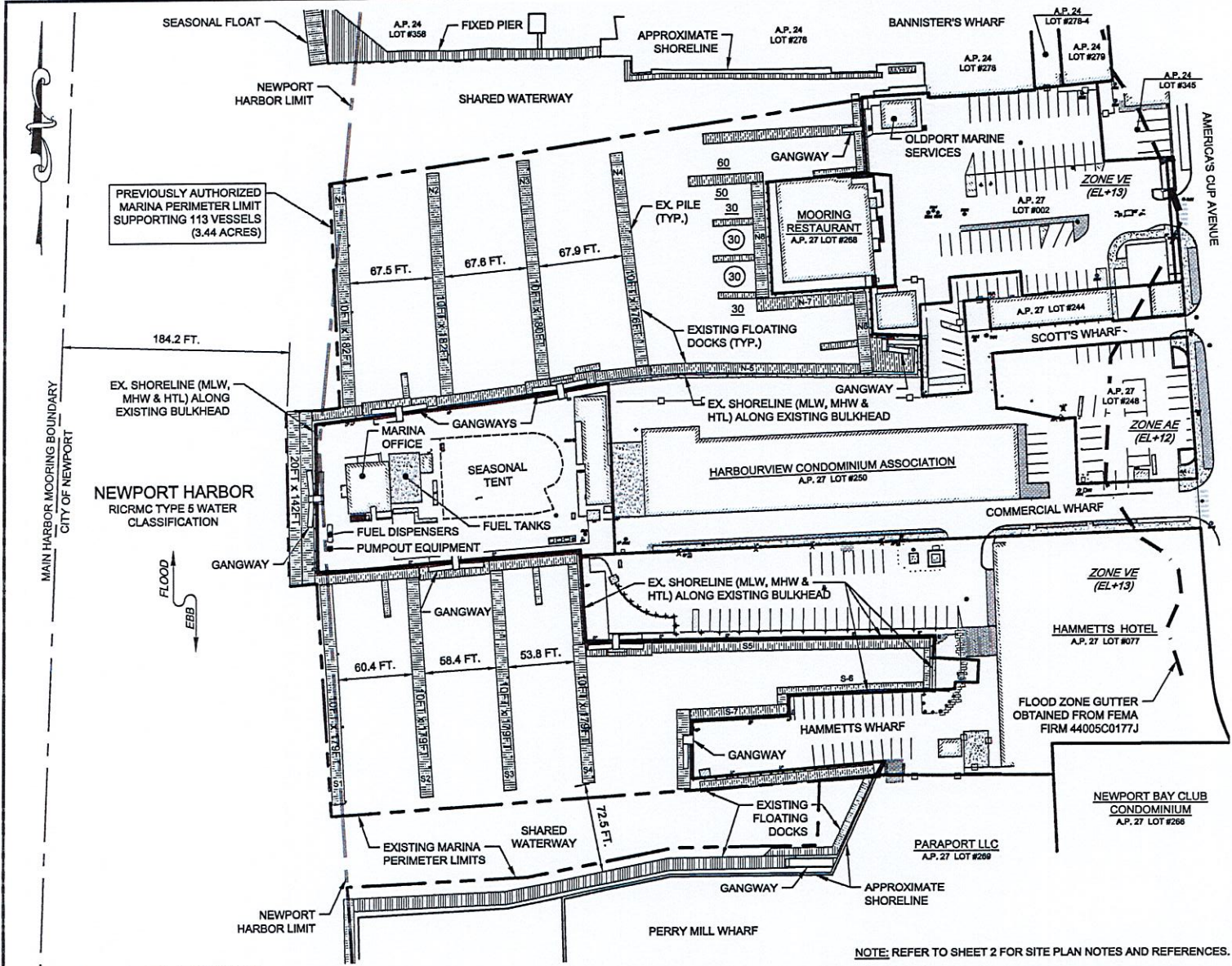
No.	Revision	Date	App.
1	MINOR (TEXT) EDITS	2/19/2025	AJK

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**

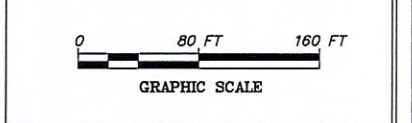
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	Scale:
	Designed By: AJK
	Drawn by: AJK
	Checked by:
	Project Number: 2023-17
Sheet 3 of 7	Drawing Number: R-3



HARBOR ENGINEERING, LLC
 26 BOSWORTH STREET
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 harboreng.com

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Client/Owner:
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 20 COMMERCIAL WHARF: NEWPORT, RI 02840
 A.P. 27 LOT #046

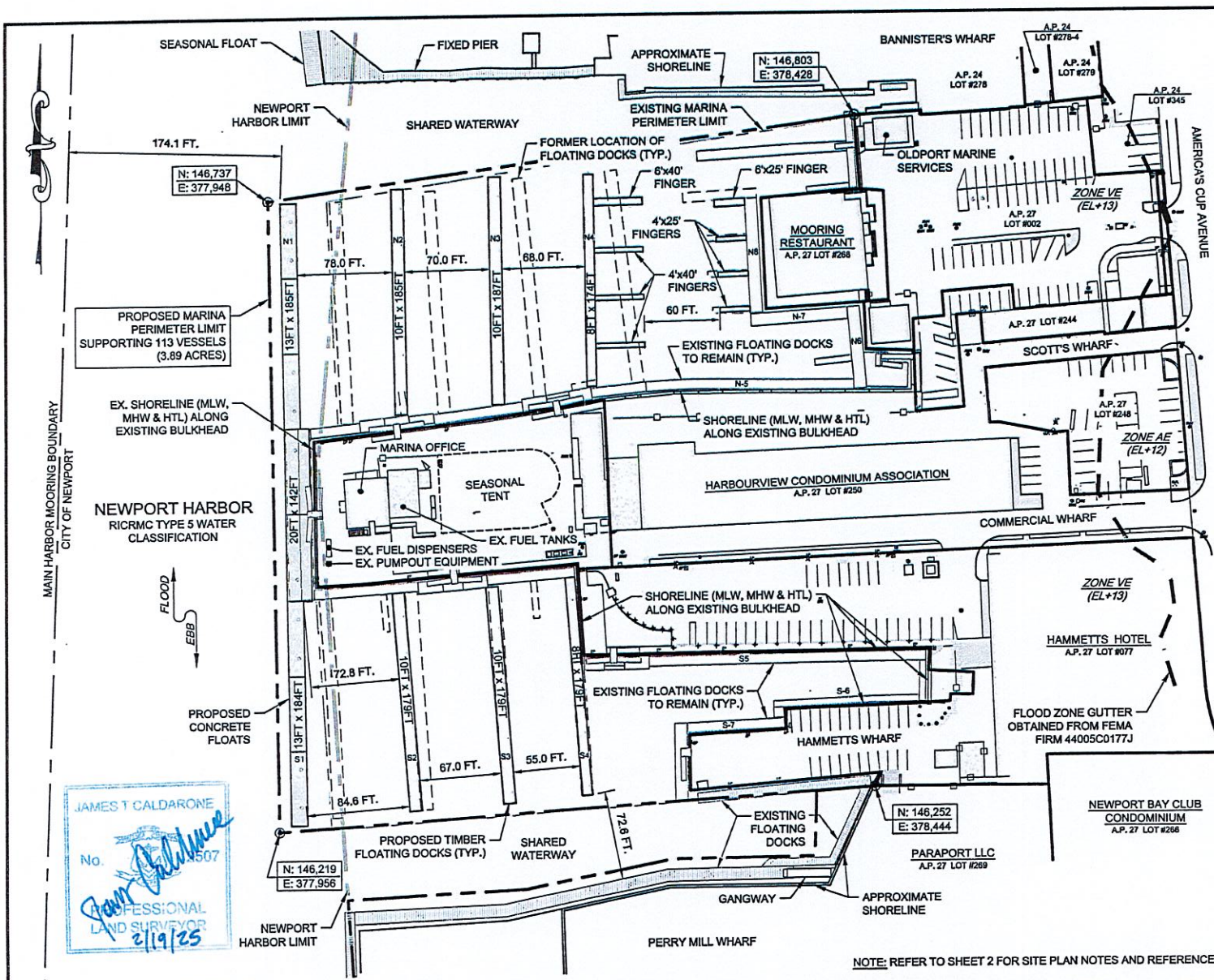
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 MARINA EXPANSION
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Drawing Title:
EXISTING SITE PLAN

AUGUST J. KREUZKAMP, III
 No. 7949
 REGISTERED PROFESSIONAL ENGINEER
 CIVIL 2/19/2025

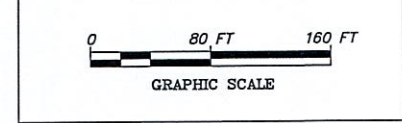
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 Designed By: AJK
 Drawn by: AJK
 Checked by:
 Project Number: 2023-17
 Sheet 4 of 7
 Drawing Number: R-4

NOTE: REFER TO SHEET 2 FOR SITE PLAN NOTES AND REFERENCES.



HARBOR ENGINEERING, LLC
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 BARRINGTON, RI 02806
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 harboreng.com

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Client/Owner:
SW 46 LLC
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 20 COMMERCIAL WHARF; NEWPORT, RI 02840
 A.P. 27 LOT #046

Issued for:
 REGULATORY REVIEW
 MARINA EXPANSION
 NOT FOR CONSTRUCTION

Drawing Title:
PROPOSED SITE PLAN

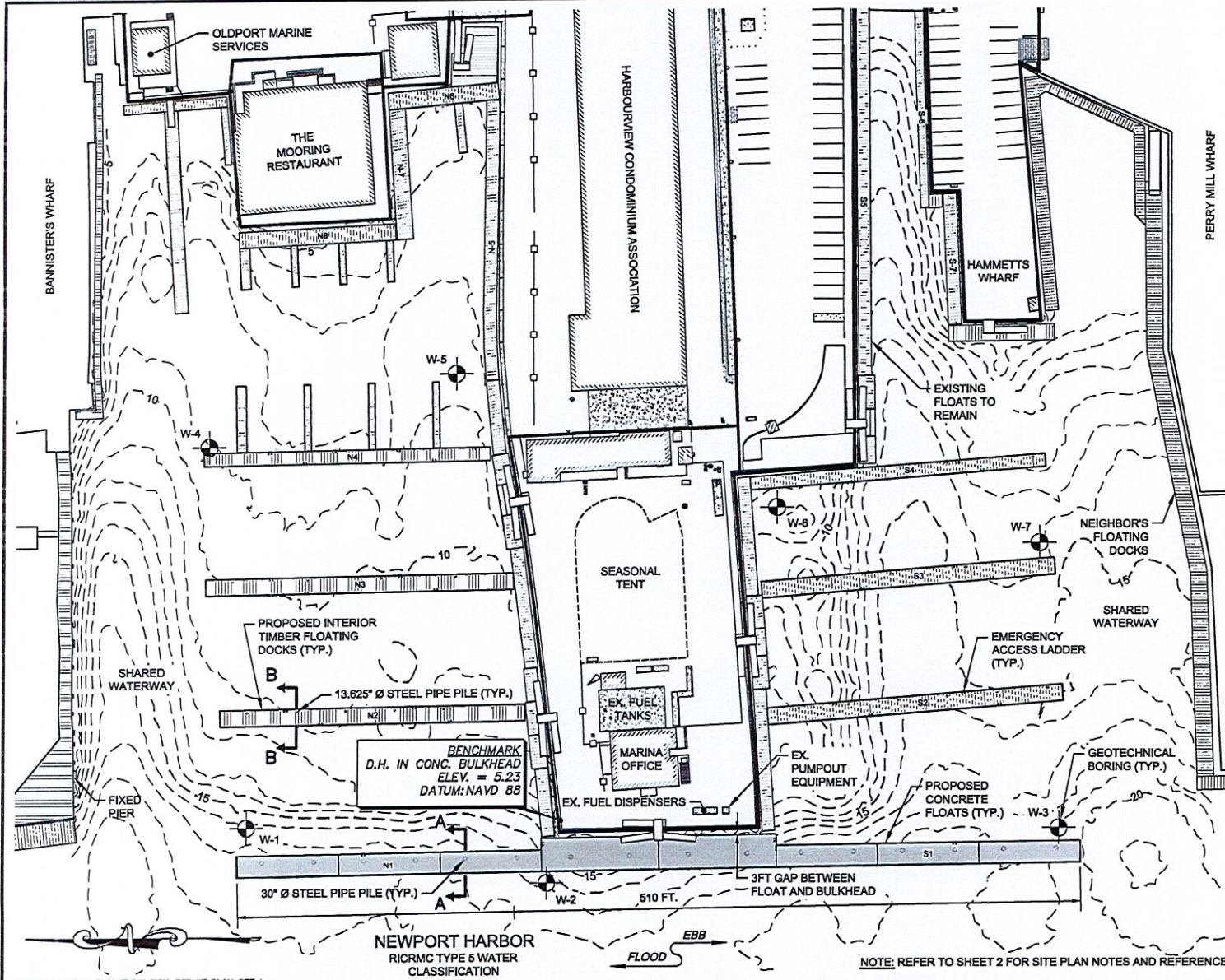
Date: 1/9/2025
 Scale: 1"=80'

Designed By: AJK
 Drawn by: AJK
 Checked by:
 Project Number: 2023-17
 Sheet 5 of 7
 Drawing Number: R-5

AUGUST J. KREUZKAMP, III
 No. 7949
 REGISTERED PROFESSIONAL ENGINEER
 CIVIL 2/19/2025

JAMES T. CALDARONE
 No. 507
 PROFESSIONAL LAND SURVEYOR
 2/19/25

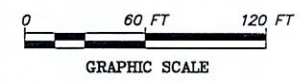
NOTE: REFER TO SHEET 2 FOR SITE PLAN NOTES AND REFERENCES.



20250219_NYC_MARINA_EXPANSION_PERMIT_PLAN_SET.dwg

HARBOR ENGINEERING, LLC
 26 BOSWORTH STREET
 BARRINGTON, RI 02806
 (401) 829-4870
 harboreng.com

No.	Revision	Date	App.
1	MINOR (TEXT) EDITS	2/19/2025	AJK



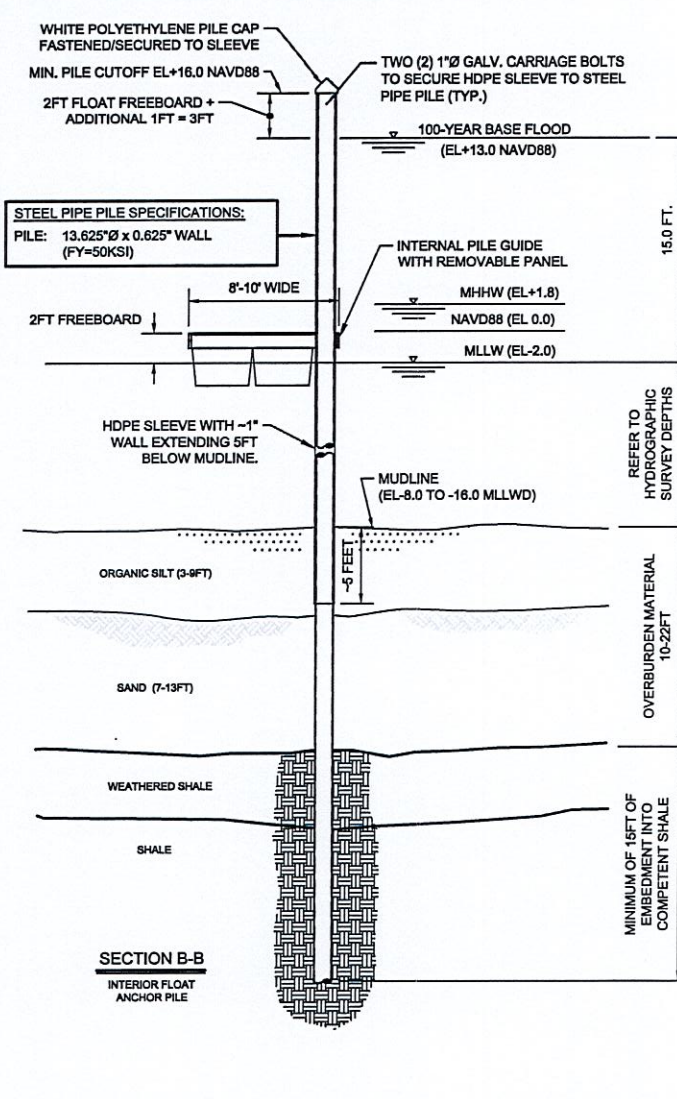
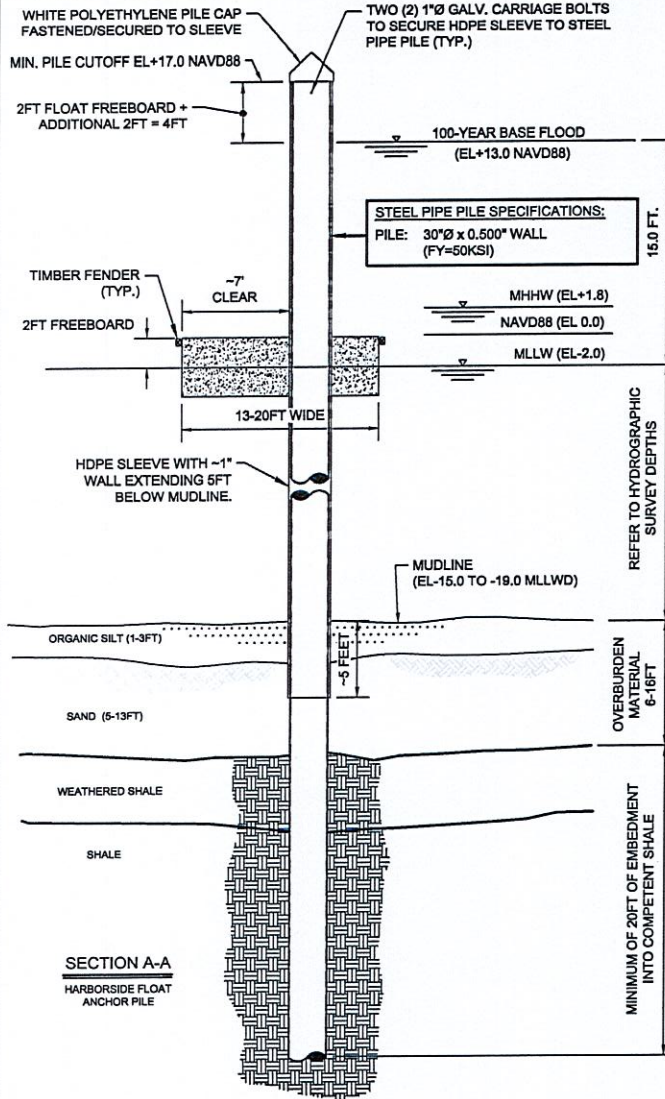
Client/Owner:
SW 46 LLC
 NEWPORT YACHTING CENTER
 20 COMMERCIAL WHARF; NEWPORT, RI 02840
 A.P. 27 LOT #046

Issued for:
 REGULATORY REVIEW
 MARINA EXPANSION
 NOT FOR CONSTRUCTION

Drawing Title:
PROPOSED SITE PLAN
 FLOAT CONFIGURATION & PILE DESIGN
 INCLUDING
 LOCAL BATHYMETRY (MLLV)

	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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 A.P. 27 LOT #046

Issued for:
 REGULATORY REVIEW
 MARINA EXPANSION
 NOT FOR CONSTRUCTION

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

AUGUST J. KREUZKAMP, III
 No. 7949
 REGISTERED PROFESSIONAL ENGINEER
 CIVIL 2/19/2025



CITY OF NEWPORT
CITY MANAGER
Colin K. Kennedy, MPA

March 25, 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. 2025-02-022
Application of SW 45 LLC, Newport Yachting Center
20 Commercial 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 April 5, 2025 to April 30, 2025.**

The City's Waterfront Commission will review the application at their meeting of April 10, 2025. The first available docket for a meeting of the City Council following those dates is April 23, 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; Lisa Turner ltturner@crmc.ri.gov

cc: Harbormaster
Chair, Waterfront Commission
SW 45 LLC, 20 Newman Avenue, Suite 1005, Rumford, RI 02916, 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

March 27, 2025

Via Email - pfay@cityofnewport.com

Colin K. Kennedy, MPA, City Manager
City of Newport - City Hall
43 Broadway
Newport, RI 02840

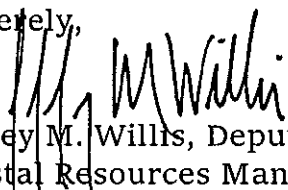
Re: CRMC File No. 2025-02-022 SW 45, LLC/Newport Yachting Center
Request for Public Notice Extension end date.

Dear Mr. Kennedy:

CRMC is in receipt of the City of Newport's request to extend the Public Notice Period end date for the above referenced CRMC application from April 5, 2025 to April 30, 2025. The request to extend said public notice comment period end date has been granted.

If you require additional information, please do not hesitate to contact me.
Thank you.

Sincerely,


Jeffrey M. Willis, Deputy Director
Coastal Resources Management Council

/lat



CITY OF NEWPORT
CITY MANAGER
Colin K. Kennedy, MPA

March 25, 2025

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

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 April 5, 2025 to April 30, 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, April 10, 2025 at the Newport Maritime Center, 365 Thames Street, Lower Level, Newport**, 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, April 23, 2025 at 6:30 p.m. in the Council Chamber at City Hall, 43 Broadway**. You may wish to 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: Chair, Waterfront Commission
Harbormaster

11 April 2025

Mayor Charlie Holder
City Council Members
Newport City Hall
43 Broadway
Newport, RI 02840

Dear Mr. Mayor and Honorable Members of the City Council,

On Thursday, 10 April 2025 the Newport Waterfront Commission (WFC) considered and voted on CRMC Application 2025-02-22: SW 45 LLC 20 Newman Avenue; Suite 1005 Rumford, RI 02916 pertaining to Newport Yachting Center 20 Commercial Wharf, Newport, Plat 27/Lot 46: The application is a proposal to expand the Marina Perimeter Limit (MPL) of the Newport Yachting Center from 3.44 acres to 3.89 acres (13% expansion) and replace & reconfigure floating docks. There would be no increase in vessel count.

Primary concerns were the marina pushing too far towards the harbor fairway, constricting an already very congested part of the harbor. Both the Harbormaster and applicant presented anecdotal and graphic evidence that the encroachment could be accommodated safely. Applicant provided letters from abutters stating no opposition to the proposed changes. There were no opponents to the application at the meeting.

The WFC voted to recommend approval of the application by a vote of 7 for and 1 against, with the condition that the pumpout system be maintained in good working order and available to the boating public.

Sincerely,

David J. Kane
Chairman, Newport Waterfront Commission
CC: Harbormaster
Friends of the Waterfront



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: April 14, 2025
Subject: CRMC File No. 2024-62-087 - Application of William J Ruh Trust,
88 Washington Street – Construct and Maintain a new Single-Family Home,
Driveway, Stormwater, Connection to City Utilities, Conversion of Existing
House into a Guest House

RECOMMENDATION:

The Administration requests a recommendation from Council in regard the above referenced CRMC application so that CRMC may be advised of the City's position. The Waterfront Commission has voted to make no recommendation to the Council in regard to this application.

BACKGROUND AND FINDINGS:

Attached is a notice from the Coastal Resources Management Council regarding the application of the William J Ruh Trust, 88 Washington Street to Construct and Maintain a new 1,727 sq. ft. Single-Family Home, Driveway, Stormwater, Connection to City Utilities and Conversion of the Existing 786 sq. ft. Historic John Tripp House into a Guest House. The proposed new dwelling requires a variance to the Buffer Zone and Construction Setback requirements.

The application was referred to the Waterfront Commission for their comments, copy attached. An extension of the deadline for comment from March 28, 2025 to April 30, 2025 was requested and granted by CRMC. At their Thursday, April 10, 2025 meeting, the Newport Waterfront Commission reviewed the above application with the Harbormaster. The Commission considered input from the attorney representing the applicant as well as from residents. The Waterfront Commission advised their focus was in evaluating the effect on water quality in that area of the harbor. The applicant contends that water quality would not be affected by the project as currently configured but provided little data in support thereof. The Commission voted to make no recommendation to Council.

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT

Currently Budgeted (Account _____) Requires additional appropriation No Fiscal Impact

SUPPORTING DOCUMENTS

CRMC Application No. 2024-06-087

Letter to CRMC requesting an extension of the Public Notice Period to April 30, 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 April 11, 2025

Finance Dept. Review: *4/10/25* Date By: *RJN* (if applicable)

cc: Chair, Waterfront Commission
Harbormaster
William J Ruh Trust, 301 Seen Isles Drive, Fort Lauderdale, FL 33301, Applicant
Joshua Parks, Esq., Adler, Pollack & Sheehan, 49 Bellevue Ave, Newport, 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: 2024-06-087 Date: February 26, 2025

This office has under consideration the application of:

William J Ruh Trust
 301 Seven Isles Drive
 Fort Lauderdale, FL 33301

for a State of Rhode Island Assent to construct and maintain: a new 1,727 SF single-family home, driveway, stormwater, to connect to city utilities, converting the existing 786 SF historic John Tripp House into a guest house. The proposed new dwelling requires a Variance to 650-RICR-20-00-1.11(C)(3)(b), requiring a 50 foot Buffer Zone. The project additionally requires a Variance to Section 1.1.9 which requires a 75 foot construction Setback (25 feet beyond the Buffer Zone). The Setback proposed will 10 feet at its smallest, and the Buffer will be 15' at its smallest.

Project Location:	88 Washington Street
City/Town:	Newport
Plat/Lot:	12 / 46
Waterway:	Type 2, Low Intensity Use; Narragansett Bay

Plans of the proposed work can be requested at 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 March 28, 2025.

Please email your comments/hearing requests to: 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

CRMC Mailing List for William J Ruh Trust
CRMC File Number 2024-06-087

William J Ruh Trust
301 Seven Isles Drive
Fort Lauderdale, FL 33301
wruh@gmail.com

CRMC (2024-06-087)
O. S. Government Center
4808 Tower Hill Road
Wakefield, RI 02879
lturner@crmc.ri.gov

Edward Kane & Martha Wallace
86 Washington Street
Newport, RI 02840

Newport PM LLC
94 Washington Street
Newport, RI 02840

Jeremiah Lynch, III
Moore, Virgadamo & Lynch, LTD
97 John Clarke Road
Middletown, RI 02842
jlynch@mvlaw.com

Joshua Parks, Adler Pollock & Sheehan, P.C.
100 Westminster, 16th Floor
Providence, RI 02903
jparks@apslaw.com

Joseph DeAngelis, Adler Pollock & Sheehan, P.C.
100 Westminster, 16th Floor
Providence, RI 02903
jdeangelis@apslaw.com

Thomas Principe, III, PE
Principe Engineering, Inc.
tom@principeengineering.com

Karen Beck, RLA, FASLA
Principe Company
Engineering Division
27 Sakonnet Ridge Drive
Tiverton, RI 02878
karen@principeengineering.com

Scott Rabideau, PWS
Natural Resource Services, Inc.
P.O. Box 311
Harrisville, RI 02830
scott@nrswelands.com

Helen Johnson, Historic Preservation Specialist
Kirby Perkins
Construction Newport, RI
helen@kirbyperkins.com
jerry@kirbyperkins.com

Harry Barkerding
6 Pine Street
Newport, RI 02840
harry.barkerding@yahoo.com

Margaret Comfort
potatofrythefirst@gmail.com

Diana & Peter Gonzalez
102 Washington St, Newport, RI
pwgonzalez@icloud.com
pwgonzalez@hotmail.com

Peter Siegl
19 Willow Street
Newport, RI 02840
peter.siegl@comcast.net

Meredith Rugg
11 Pine Street
Newport, RI 02840
meredithprugg@gmail.com
ruglet50@icloud.com

Peter Rugg
11 Pine Street
Newport, RI 02840
ruglet@peterrugg.com

Rowena Dery
mtgstr1@msn.com

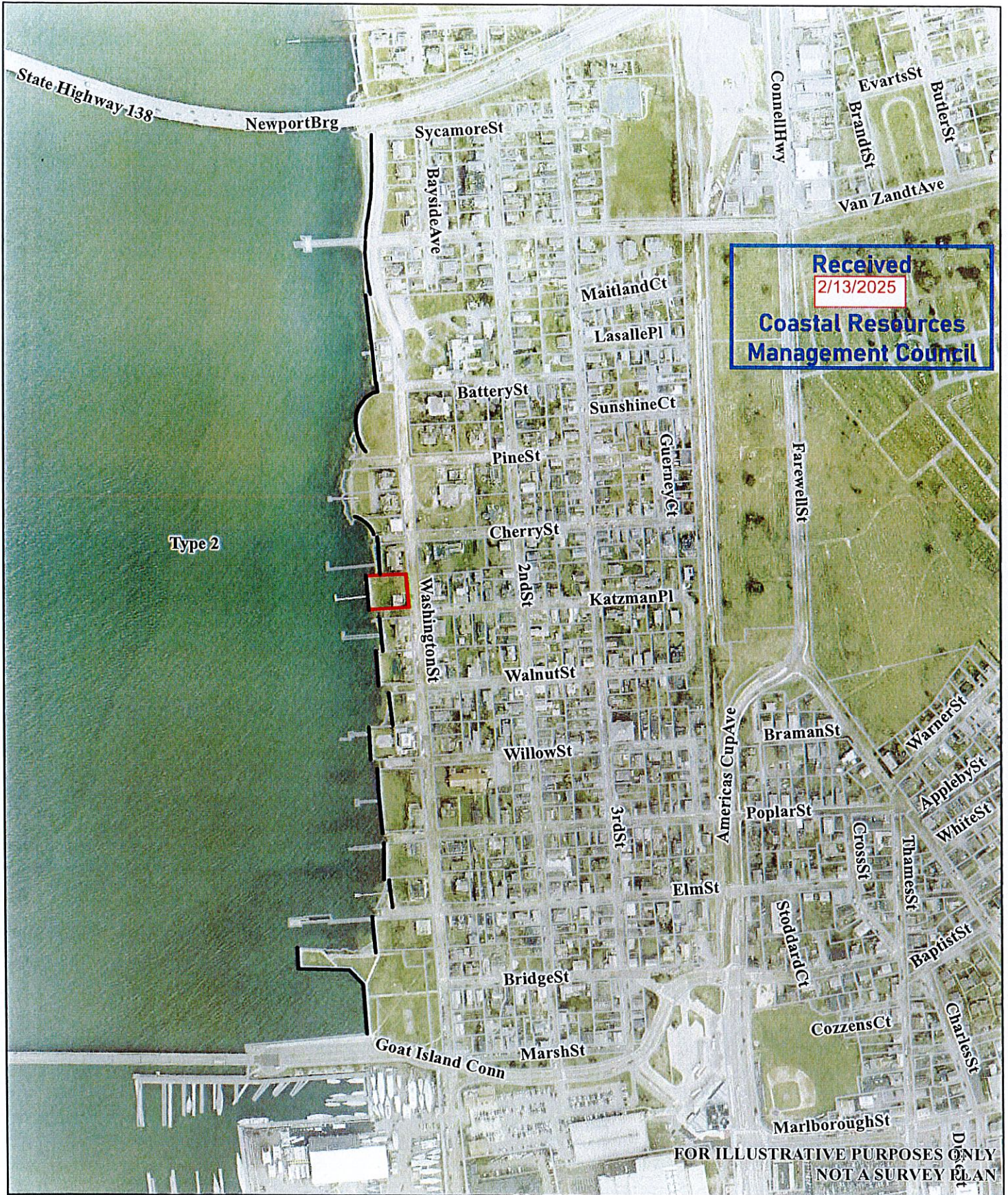
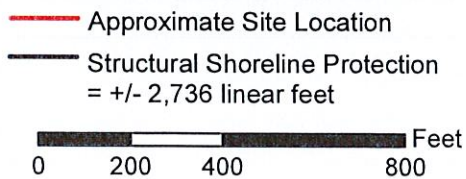


Figure 1
Structural Shoreline
Protection
Washington St

Newport, RI



Spring 2024 aerial
 RI DEM Mapping
 Natural Resource Services, Inc.

PO Box 311
 Harrisville, RI 02830
 (401) 588-7190
 (c) RIGIS



ZONING CRITERIA	
ZONING DISTRICT	R-10
MINIMUM LOT AREA	10,000 SQ. FT.
MINIMUM LOT FRONTAGE	80'
MINIMUM FRONT YARD SETBACK	15'
MINIMUM SIDE YARD SETBACK	10'
MINIMUM REAR YARD SETBACK	20'
MAXIMUM BUILDING COVERAGE	20%
MAXIMUM BUILDING HEIGHT	30'

GENERAL NOTES:

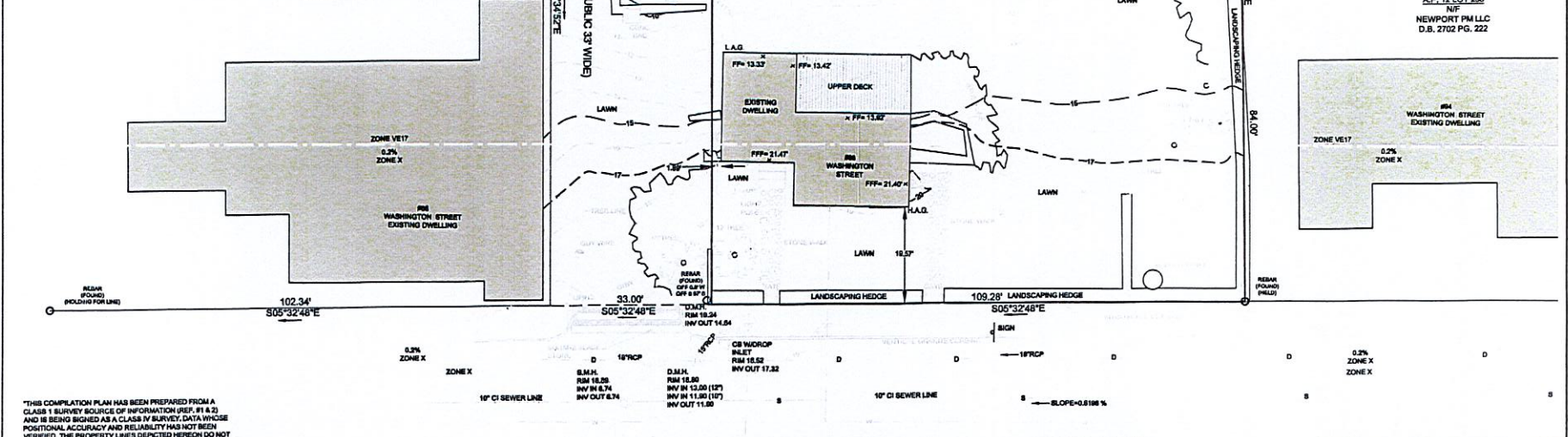
- THIS SITE LIES IN BOTH A ZONE VE17 AND A 0.2% ZONE X AREA OF OUTSIDE 500 YEAR FLOOD PLAIN AS SHOWN ON THE FIRM MAP FOR THE CITY OF NEWPORT, RHODE ISLAND COMMUNITY PANEL, INC. AND SCHEMATIC MAP EFFECTIVE DATE SEPTEMBER 8, 2015.
- HORIZONTAL DATUM IS BASED ON RHODE ISLAND STATE PLANE COORDINATES AND IS DATUM AND CONTOURS BASED ON NAVD 83 DATUM.

REFERENCES:

- A PLAN ENTITLED "SURVEY PLAN OF LAND SHOWING RIPARIAN LINES FOR LAND NOW OR FORMERLY BELONGING TO THE ANNE P. REYNOLDS TRUST, LAND KNOWN AS ASSESSOR'S PLAT 13, LOT 46, SITUATED ON WASHINGTON STREET IN THE CITY OF NEWPORT, RHODE ISLAND, PREPARED BY EASTBROOKS & ASSOC. DATE: FEBRUARY 7, 2012, SCALE 1" = 20'", WHICH IS LOCATED IN THE NEWPORT LAND EVIDENCE RECORDS.
- A PLAN ENTITLED "EXISTING CONDITIONS & BOUNDARY SURVEY PLAN FOR EDWARD P. REYNOLDS, A.P. 12 LOT 46 IN WASHINGTON STREET, NEWPORT, R.I., SCALE 1" = 10', DATE: JANUARY, 2021, PREPARED BY NATIONAL LAND SURVEYORS, WHICH IS LOCATED IN THE NEWPORT LAND EVIDENCE RECORDS IN PLAT BOOK 281 PAGE 118.

LEGEND	
---	BOUNDARY
---	ADJUTER
---	MAJOR CONTOUR
---	MINOR CONTOUR
---	FLOOD ZONE LIMITS
---	MINI-MIN
---	FEMA ZONE
---	BUILDING ENVELOPE
---	GAS LINE
---	DRAINAGE LINE
---	SEWER LINE
---	WATER LINE
---	ELECTRIC LINE
○	IRON PIN
●	BOUND
○	DRILL HOLE
○	UTILITY POLE
○	WATER VALVE
○	GAS VALVE
○	DRAINAGE MANHOLE
○	SEWER MANHOLE

A.P. 12 LOT 69
 NP EDWARD W. KANE
 & MARTHA J. WALLACE
 D.B. 1717 PG. 219



"THIS COMPLETION PLAN HAS BEEN PREPARED FROM A CLASS 1 SURVEY SOURCE OF INFORMATION (PER, R & D) AND IS BEING BOUND AS A CLASS 1 SURVEY. DATA WHOSE POSITIONAL ACCURACY AND RELIABILITY HAS NOT BEEN VERIFIED. THE PROPERTY LINES DEPICTED HEREON DO NOT REPRESENT A BOUNDARY OPINION, AND OTHER INFORMATION DEPICTED IS SUBJECT TO SUCH CHANGES AS AN AUTHORITY FIELD SURVEY MAY DISCLOSE."

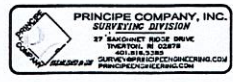
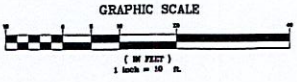
THIS SURVEY HAS BEEN CONDUCTED AND THE PLAN HAS BEEN PREPARED PURSUANT TO 435-RICR-00-00-18 OF THE RULES AND REGULATIONS ADOPTED BY THE RHODE ISLAND STATE BOARD OF REGISTRATION FOR PROFESSIONAL LAND SURVEYORS ON NOVEMBER 25, 2016, AS FOLLOWS:

TYPE OF SURVEY: LIMITED CONTENT BOUNDARY SURVEY (CLASS 1)
 PURPOSE OF SURVEY: EXISTING CONDITIONS & BOUNDARY SURVEY PLAN
 BY: *Stephen T. Long*
 STEPHEN T. LONG P.L.S. 1030



CHESTNUT STREET

WASHINGTON STREET
 (PUBLIC 40' WIDE)



WILLIAM J. RUH TRUST
 ASSESSORS PLAT 12 LOT 46
 88 WASHINGTON STREET
 NEWPORT, RHODE ISLAND

EXISTING CONDITIONS & BOUNDARY SURVEY PLAN

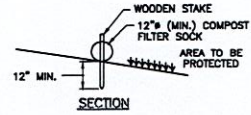
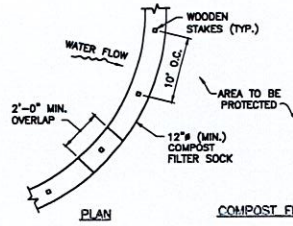
DRAWN BY: W.C.R. CHECKED BY: S.T.L. FIELD BY: R.W./J.S.
 MAY 2024 JOB # SVY-23-22 SHEET 1 OF 1

NO.	DATE	DESCRIPTION	BY

Received
 Coastal Resources
 Management Council

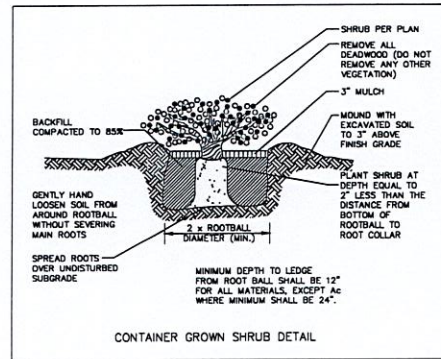
EROSION CONTROL, SOIL STABILIZATION AND SEDIMENT CONTROL PLAN

1. PRIOR TO THE COMMENCEMENT OF ANY CLEARING, GRUBBING, DEMOLITION OR EARTHWORK ACTIVITY, TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES AS INDICATED ON THE PLANS ARE TO BE INSTALLED BY THE CONTRACTOR.
2. CONSTRUCTION ACCESS STABILIZATION ENTRANCE PADS ARE TO BE INSTALLED PRIOR TO THE COMMENCEMENT OF SITE GRUBBING OR EARTHWORK ACTIVITY.
3. THE PROJECT CONSTRUCTION SEQUENCE, TO THE EXTENT PRACTICAL, SHOULD REQUIRE THE INSTALLATION OF DOWN GRADE AND OFF-SITE STORM DRAINAGE SYSTEM IMPROVEMENTS BEFORE THE START OF SITE GRUBBING AND EARTHWORK ACTIVITY.
4. TEMPORARY SITE SLOPE TREATMENTS FOR SOIL STABILIZATION SHALL CONSIST OF STRAW, FIBER MULCH, HIP RAP OR PROTECTIVE COVERS SUCH AS MAT OR FIBER LINING (BURLAP, JUTE, FIBERGLASS NETTING, AND EXCELISOR OR EQUAL PRODUCTS). THESE AND OTHER ACCEPTABLE MEASURES SHALL BE INCORPORATED INTO THE SITE WORK AS WARRANTED OR AS ORDERED BY THE ENGINEER.
5. CONSTRUCTION SITES ARE DYNAMIC. THE CONTRACTOR IS RESPONSIBLE FOR THE INSTALLATION AND OR MOVEMENT AND MAINTENANCE OF EROSION CONTROLS, SOIL STABILIZATION AND SEDIMENT CONTROL MEASURES AS NEEDED TO MAXIMIZE THE INTENT OF THE PLAN FOR ALL SITE CONDITIONS THROUGHOUT THE CONSTRUCTION PERIOD.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PERIODIC INSPECTION, MAINTENANCE, REPAIR, AND REPLACEMENT OF EROSION CONTROLS, SOIL STABILIZATION AND SEDIMENT CONTROL DEVICES UNTIL AN ACCEPTABLE PERMANENT VEGETATIVE GROWTH IS ESTABLISHED. THE CONTRACTOR SHALL MAINTAIN A DETAIL LOG OF ALL EROSION CONTROL INSPECTIONS, COMPLAINTS RELATED TO EROSION OR SEDIMENT, AND CORRECTIVE REMEDIAL MEASURES TAKEN THROUGHOUT THE COURSE OF THE PROJECT CONSTRUCTION.
7. SOIL EROSION AND SEDIMENT CONTROL IS NOT LIMITED TO DAMAGES CAUSED BY WATER BUT ALSO INCLUDES EROSION AND SEDIMENT RESULTING FROM WINDS. MEASURES, SUCH AS TEMPORARY GROUND COVERS, WATER AND CALCIUM APPLICATIONS ARE TO BE UNDERTAKEN AS NEEDED TO MINIMIZE WIND RELATED SOIL AND DUST CONTROL.
8. STOCK PILES OF EARTH MATERIALS SHALL NOT BE LOCATED NEAR WATERWAYS OR WETLANDS. STOCK PILES SHALL HAVE SIDE SLOPES NO GREATER THAN THIRTY PERCENT (30%). STOCK PILES SHALL BE SURROUNDED ON THE DOWN GRADIENT OF THE EXISTING GROUND SURFACE BY STRAW BALES OR COMPOST FILTER SOCK. THE STOCK PILES SHALL ALSO BE SEEDED OR STABILIZED IN SOME MANNER TO PREVENT SOIL EROSION.
9. THE SMALLEST POSSIBLE SITE AREAS SHALL BE DISTURBED OR EXPOSED AT ONE TIME AND DENUDED SLOPES OR WORK AREAS SHALL NOT BE LEFT EXPOSED FOR EXCESSIVE PERIODS OF TIME, SUCH AS INACTIVE PERIODS OR SITE WORK SHUT DOWNS.
10. TO THE EXTENT POSSIBLE, ALL DISTURBED AREAS MUST BE SEEDED OR STABILIZED WITHIN THE CONSTRUCTION SEASON. STABILIZATION OF ONE FORM OR ANOTHER SHALL BE ACHIEVED WITHIN FIFTEEN (15) DAYS OF FINAL GRADING.
12. EXPOSED STEEP OR LONG SLOPES SHOULD BE TREATED WITH "CRIMPING" OR "TRACKING" TO REDUCE EROSION AND SEDIMENT AND TO TACK DOWN SEEDING OR MULCH APPLICATIONS.
13. IF CONCRETE IS TO BE USED ON SITE, THE CONTRACTOR MUST ESTABLISH AND MAINTAIN SPECIFIC WASHOUT AREAS FOR THE CONCRETE TRUCKS WITH APPROPRIATE PROTECTION CONTROLS.
14. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING AND MAINTAINING COLLECTION AND STORAGE LOCATIONS ON-SITE FOR ALL CONSTRUCTION DEBRIS AND TRASH SO THAT THIS MATERIAL DOES NOT BECOME A NEIGHBORHOOD NUISANCE.
15. EXISTING TREES AND VEGETATION WILL BE RETAINED WHENEVER FEASIBLE.
16. SITE SOIL EROSION AND SOIL STABILIZATION AND SEDIMENT CONTROLS MUST CONFORM TO ALL REQUIREMENTS OF THE APPLICABLE LOCAL COMMUNITY ORDINANCES AND STATE REGULATIONS.

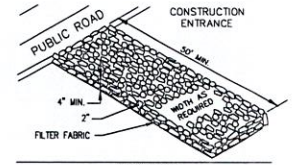


- NOTES:**
1. ALL MATERIAL TO MEET REQUIREMENTS OF SECTION 206 OF RI STANDARD SPECIFICATIONS.
 2. COMPOST MATERIAL MUST BE ACCEPTED BY THE ENGINEER PRIOR TO PLACEMENT.

COMPOST FILTER SOCK
PERIMETER EROSION CONTROLS
NOT TO SCALE



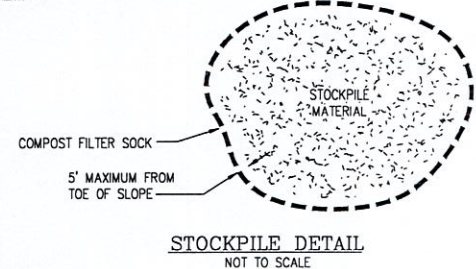
CONTAINER GROWN SHRUB DETAIL



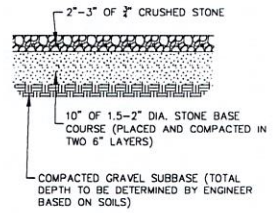
SQUARE MESH SIZES	MATERIALS SIZE			
	2" CRUSHED STONE OR GRAVEL	ASTM C-33 NO. 2	ASTM C-33 NO. 3	
	% FINER	% FINER	% FINER	
2-1/2 INCHES	100	90-100	100	
2 INCHES	95-100	35-70	90-100	
1-1/2 INCHES	30-55	0-15	35-70	
1-1/4 INCHES	0-25	-	-	
1 INCH	0-5	-	0-15	
3/4 INCH	-	0-5	-	
1/2 INCH	-	-	0-5	
3/8 INCH	-	-	-	

NOTE:
STABILIZATION PAD TO BE IN CONFORMANCE WITH STANDARDS SET FORTH IN THE "CONNECTICUT GUIDELINES FOR SOIL & SEDIMENT CONTROL".

STONE STABILIZATION PAD @ CONSTRUCTION ENTRANCES
NOT TO SCALE



STOCKPILE DETAIL
NOT TO SCALE



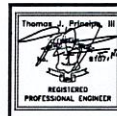
PERVIOUS DRIVEWAY (TYPICAL) CROSS SECTION



DETAILS-1

OWNER:
WILLIAM J. RUH TRUST
88 WASHINGTON STREET
NEWPORT, RI 02840

- DRAWING ISSUE:**
- CONCEPT
 - CUSTOMER APPROVAL
 - PERMITTING
 - CONSTRUCTION
 - AS-BUILT
 - OTHER:
- ONLY PLUMB SYMBOLS FOR CONSTRUCTION SHALL BE USED FOR CONSTRUCTION



PRINCIPLE COMPANY, INC. ENGINEERING DIVISION
27 SANDHURST RIDGE DRIVE
TIVERTON, RI 02878
401.816.5385
PRINCIPLETENGINEERING@GMAIL.COM

REVISIONS

No.	DATE	DRWN	CHKD
1.	12/30/24	KAB	TJP

CRMC SUBMISSION PLAN
for
88 WASHINGTON STREET
AP 12 LOT 46
in
NEWPORT, RHODE ISLAND

SCALE: AS NOTED	SHEET NO: 3 of 4
DRAWN BY: KAB	DESIGN BY: KAB
DATE: 06/10/2024	CHECKED BY: TJP
	PROJECT NO.: SVY-2023-22



CITY OF NEWPORT
CITY MANAGER
Colin K. Kennedy, MPA

March 25, 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: 2024-06-087
Application of William J. Ruh Trust
88 Washington Street, Newport, RI 02840

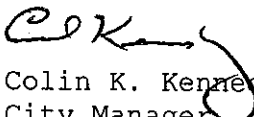
Dear Mr. Willis:

The City of Newport respectfully requests that the deadline for comments on the above-referenced CRMC application be extended **from March 28, 2025 to April 30, 2025.**

The City's Waterfront Commission will review the application at their meeting of April 10, 2025. The first available docket for a meeting of the City Council following those dates is April 23, 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
City Manager

/paf

By Email: CRMC-Jeffrey Willis willis@crmc.ri.gov; Lisa Turner lturner@crmc.ri.gov

cc: Harbormaster
Chair, Waterfront Commission
William J. Ruh Trust, 301 Seven Isles Drive, Fort Lauderdale, FL 33301,
Applicant
Joshua Parks, Esq., Adler, Pollock & Sheehan, PC, 49 Bellevue Avenue,
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 27, 2025

Via Email - pfay@cityofnewport.com

Colin K. Kennedy, MPA, City Manager
City of Newport - City Hall
43 Broadway
Newport, RI 02840

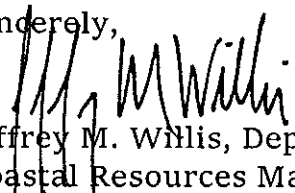
Re: CRMC File No. 2024-06-087 -- Request for Public Notice Extension end date.

Dear Mr. Kennedy:

CRMC is in receipt of the City of Newport's request to extend the Public Notice Period end date for the above referenced CRMC application from March 28, 2025 to April 30, 2025. The request to extend said public notice comment period end date has been granted.

If you require additional information, please do not hesitate to contact me. Thank you.

Sincerely,


Jeffrey M. Willis, Deputy Director
Coastal Resources Management Council

/lat

cc: L. Miguel, CRMC Deputy Director
A. Sawaia, CRMC Environmental Scientist
P. Fay, Executive Assistant to the City Manager
W. J. Ruh Trust, Applicant
J. Lynch, Esq., Moore Virgadamo, & Lynch
J. Parks, Esq.,
T. Principe



CITY OF NEWPORT
CITY MANAGER
Colin K. Kennedy, MPA

March 24, 2025

William J. Ruh Trust
301 Seven Isles Drive
Fort Lauderdale, FL 33301

RE: Review of your CRMC Application

Dear Mr. Ruh:

The City of Newport has received notice for comment from the Coastal Resources Management Council (CRMC) relative to your pending application. Please be advised that this matter was referred to the Waterfront Commission for their consideration and recommendations to the Newport City Council. A request to extend the comment period has been submitted to CRMC.

The City's Waterfront Commission will be meeting on Thursday, April 10, 2025 at the Newport Maritime Center, 365 Thames Street, Lower Level, Newport, 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, April 23, 2025 at 6:30 p.m. in the Council Chamber at City Hall, 43 Broadway. You may wish to attend the Council meeting as well. Thank you for your cooperation in attending the above referenced meetings.

Sincerely,

Colin K. Kennedy
City Manager

/paf

cc: Chair, Waterfront Commission
Harbormaster
Joshua Parks, Esq., Adler, Pollock & Sheehan, PC, 49 Bellevue Avenue,
Newport, RI 02840, Attorney for Applicant

11 April 2025

Mayor Charlie Holder
City Council Members
Newport City Hall
43 Broadway
Newport, RI 02840

Dear Mr. Mayor and Honorable Members of the City Council,

On Thursday, 10 April 2025 the Newport Waterfront Commission (WFC) considered and voted on CRMC Application 2024-06-087: William J Ruh Trust, 301 Seven Isles Drive Ft Lauderdale, FL 33301 pertaining to 88 Washington St, Plat 12/Lot 46. The proposed new residential dwelling requires a variance to 650-RICR-20-00-1.11(C)(3)(b), requiring a 50-foot buffer zone. The project additionally requires a variance to Section 1.1.9, which requires a 75-foot construction setback (25 feet beyond the buffer zone). The setback proposed will be 10 feet at its smallest, and the buffer will be 15' at its smallest.

The commission heard from both the lawyer representing the applicant and from residents who are opposed to the project. Given our charter, the WFC's primary focus in evaluating this application was how this variance may affect the water quality in that area of the harbor. At our meeting, little data was presented by the applicant supporting their contention that water quality would not be affected by the project as currently configured. Also applicant was not able to provide examples of where similar variances had been granted in previous cases. The WFC voted on the application with 3 members voting against the application and 6 members voting to make no recommendation given the limited supporting data presented by the applicant. Therefore, the Waterfront Commission has no recommendation for the City Council regarding this application.

Sincerely,

David J. Kane
Chairman, Newport Waterfront Commission
CC: Harbormaster
Friends of the Waterfront



City of Newport
REQUEST FOR CITY COUNCIL ACTION

To: Council Chair Charles M. Holder & Members of the City Council
From: Colin K. Kennedy, MPA, City Manager *Ce Ke*
Date: April 8, 2025
Subject: Award of Bid # 2025-PS-019 – Road Improvement Program 2025
Staff Presentation: William R. Riccio, Jr., PE, Director of Public Services

RECOMMENDATION:

The Department of Public Services recommends awarding the contract associated with the Roadway Improvement Program 2025 to the lowest, most responsive bidder, Pawtucket Hot Mix Asphalt, of Pawtucket, RI, based on the submitted bid proposal. The cost of this work will not exceed the total amount of \$3,473,645.00. This total price includes \$2,967,165.00 for anticipated contract construction work, \$156,480.00 for Police Traffic Control that will be paid for by the City, and \$350,000.00 in project contingencies.

BACKGROUND AND FINDINGS:

Construction bids were solicited for work associated with the Roadway Improvement Program 2025 and a total of five (5) bids were received on April 2, 2025, ranging in price from \$3,123,645.00 to \$4,148,381.25, including Police Traffic Control. Pawtucket Hot Mix Asphalt, of Pawtucket, RI, was the lowest responsive bidder. The work consists of repaving roadways, reconstructing sidewalks, pavement striping, and signage. Pawtucket Hot Mix Asphalt has successfully worked for the City to complete the Roadway Improvement Program Projects in 2020 & 2022. It is anticipated that work will begin within two weeks of contract execution or as this spring's weather permits. Following Department procedure, residents will be notified of pending work by Department correspondence on the City website, local newspapers, and email notifications.

PREVIOUS LEGISLATIVE ACTION

N/A

FISCAL IMPACT

Currently Budgeted (Account 03190500-050440-03012 (Roadway Improvements &
Account 01400145-050225 (Engineering – Contract Services))
 Requires additional appropriation No Fiscal Impact

SUPPORTING DOCUMENTS

Resolution
Bid Tabulation
Limits of Work
Corporate Information

Finance Dept. Review: 4/16/25 Date By: RIN (if applicable)

CITY OF NEWPORT

**RESOLUTION
OF THE
COUNCIL**

No. _____

WHEREAS: The Director of Public Services requested sealed bids for the Roadway Improvement Program 2025, Bid #2025-PS-019 with bids received on April 2, 2025; and

WHEREAS: Award has been recommended to the lowest responsive bidder being Pawtucket Hot Mix Asphalt, of Pawtucket, RI, at their bid prices for a total of \$3,473,645.00, including \$2,967,165.00 for anticipated contract construction work, \$156,480.00 of Police Traffic Control (to be paid for by the City), and \$350,000.00 for project contingencies (to be held in reserve by the City). NOW, THEREFORE, BE IT

RESOLVED: that the bid of Pawtucket Hot Mix Asphalt, of Pawtucket, RI, is hereby accepted and the Mayor is authorized to sign said contract on behalf of the City, subject to favorable review by the City Solicitor and the total project cost in the amount of \$3,473,645.00, including \$2,967,165.00 for anticipated contract construction work, \$156,480.00 Police Traffic Control, and \$350,000.00 contingency, is hereby approved.

IN COUNCIL
READ AND PASSED

Laura C. Swistak
City Clerk

City of Newport - Bid Tabulation Bid # 2025-PS-019				Pawtucket Hot Mix, Pawtucket, RI		J.H. Lynch & Sons, Inc. Cumberland, RI		PJ Keating Company Lunenburg, MA		Vinagro Materials, LLC Johnston, RI		Narragansett Improvement, Providence, RI	
Road Improvement Program 2025													
Bid Closed: April 2, 2025 @ 10:00 AM													
				\$ 3,123,645.00		\$ 3,485,862.00		\$ 3,136,526.50		\$ 3,744,885.00		\$ 4,148,381.25	
CS-No.	Description	Unit	Quantity	Unit Bid	Total	Unit Bid	Total	Unit Bid	Total	Unit Bid	Total	Unit Bid	Total
1.01	Remove And Reset Frames And Covers/Grates to Grade	EA	55.00	\$ 400.00	\$ 22,000.00	\$ 680.00	\$ 37,400.00	\$ 550.00	\$ 30,250.00	\$ 800.00	\$ 44,000.00	\$ 350.00	\$ 19,250.00
1.02	Furnish and Install New Frames and Covers or Grates-All Types	EA	15.00	\$ 1,500.00	\$ 22,500.00	\$ 1,500.00	\$ 22,500.00	\$ 1,065.00	\$ 15,975.00	\$ 1,400.00	\$ 21,000.00	\$ 1,500.00	\$ 22,500.00
1.03	Furnish and Install Catch Basin Concrete Top/Roof	EA	15.00	\$ 2,000.00	\$ 30,000.00	\$ 4,000.00	\$ 60,000.00	\$ 2,700.00	\$ 40,500.00	\$ 4,000.00	\$ 60,000.00	\$ 1,500.00	\$ 22,500.00
1.04	Reconstruct Catch Basin Walls	LF	15.00	\$ 400.00	\$ 6,000.00	\$ 915.00	\$ 13,725.00	\$ 600.00	\$ 9,000.00	\$ 500.00	\$ 7,500.00	\$ 500.00	\$ 7,500.00
1.05	Drop Inlet Brick RIDOT STD 3.6.0 Frame & Cover	EA	1.00	\$ 4,500.00	\$ 4,500.00	\$ 2,750.00	\$ 2,750.00	\$ 2,500.00	\$ 2,500.00	\$ 4,000.00	\$ 4,000.00	\$ 10,500.00	\$ 10,500.00
1.06	Precast Concrete Drop Inlet RIDOT Standard 4.5.0	EA	1.00	\$ 4,500.00	\$ 4,500.00	\$ 2,300.00	\$ 2,300.00	\$ 2,500.00	\$ 2,500.00	\$ 44,000.00	\$ 44,000.00	\$ 7,500.00	\$ 7,500.00
1.07	Remove And Reset Roadway Service Gate Box	EA	55.00	\$ 300.00	\$ 16,500.00	\$ 275.00	\$ 15,125.00	\$ 350.00	\$ 19,250.00	\$ 400.00	\$ 22,000.00	\$ 200.00	\$ 11,000.00
1.08	Furnish and Install Roadway Service Gate Box	EA	20.00	\$ 675.00	\$ 13,500.00	\$ 600.00	\$ 12,000.00	\$ 550.00	\$ 11,000.00	\$ 700.00	\$ 14,000.00	\$ 425.00	\$ 8,500.00
1.09	Furnish and Install Curb Stop Service Gate Box	EA	70.00	\$ 550.00	\$ 38,500.00	\$ 600.00	\$ 42,000.00	\$ 550.00	\$ 38,500.00	\$ 600.00	\$ 42,000.00	\$ 350.00	\$ 24,500.00
1.10	Storm Drain Inlet Protection	EA	10.00	\$ 350.00	\$ 3,500.00	\$ 250.00	\$ 2,500.00	\$ 200.00	\$ 2,000.00	\$ 200.00	\$ 2,000.00	\$ 175.00	\$ 1,750.00
1.11	Install Curb Stop Service Gate Box Provided By Others	EA	180.00	\$ 400.00	\$ 72,000.00	\$ 250.00	\$ 45,000.00	\$ 350.00	\$ 63,000.00	\$ 400.00	\$ 72,000.00	\$ 200.00	\$ 36,000.00
2.02	Cold Planning	SY	12,700.00	\$ 6.00	\$ 76,200.00	\$ 7.00	\$ 88,900.00	\$ 8.00	\$ 101,600.00	\$ 7.00	\$ 88,900.00	\$ 7.00	\$ 88,900.00
2.03	Roadway Excavation	CY	2,250.00	\$ 77.00	\$ 173,250.00	\$ 140.00	\$ 315,000.00	\$ 21.00	\$ 47,250.00	\$ 30.00	\$ 67,500.00	\$ 55.00	\$ 123,750.00
2.04	Remove And Dispose Excess Material	CY	20.00	\$ 40.00	\$ 800.00	\$ 80.00	\$ 1,600.00	\$ 30.00	\$ 600.00	\$ 44.00	\$ 880.00	\$ 100.00	\$ 2,000.00
2.05	Remove and Dispose Unsuitable Unclassified Excavation	CY	20.00	\$ 75.00	\$ 1,500.00	\$ 80.00	\$ 1,600.00	\$ 60.00	\$ 1,200.00	\$ 100.00	\$ 2,000.00	\$ 100.00	\$ 2,000.00
2.06	Remove and Dispose Concrete Road Base	CY	10.00	\$ 150.00	\$ 1,500.00	\$ 140.00	\$ 1,400.00	\$ 200.00	\$ 2,000.00	\$ 200.00	\$ 2,000.00	\$ 200.00	\$ 2,000.00
2.07	Remove and Stockpile Belgian Blocks	SY	20.00	\$ 100.00	\$ 2,000.00	\$ 95.00	\$ 1,900.00	\$ 75.00	\$ 1,500.00	\$ 60.00	\$ 1,200.00	\$ 225.00	\$ 4,500.00
2.08	Remove And Stockpile Cobblestones	SY	20.00	\$ 100.00	\$ 2,000.00	\$ 95.00	\$ 1,900.00	\$ 75.00	\$ 1,500.00	\$ 60.00	\$ 1,200.00	\$ 225.00	\$ 4,500.00
2.09	Furnish And Install Crushed Processed Gravel	CY	1,150.00	\$ 50.00	\$ 57,500.00	\$ 100.00	\$ 115,000.00	\$ 0.01	\$ 11.50	\$ 100.00	\$ 115,000.00	\$ 100.00	\$ 115,000.00
2.10	Trimming, Fine Grading, Vibratory Compaction	SY	13,400.00	\$ 5.00	\$ 67,000.00	\$ 15.00	\$ 201,000.00	\$ 1.00	\$ 13,400.00	\$ 3.00	\$ 40,200.00	\$ 3.00	\$ 40,200.00
2.12	Remove and Dispose Excess Sidewalk	SY	10.00	\$ 40.00	\$ 400.00	\$ 80.00	\$ 800.00	\$ 35.00	\$ 350.00	\$ 55.00	\$ 550.00	\$ 100.00	\$ 1,000.00
2.13	Remove and Dispose Excess Curb	LF	10.00	\$ 25.00	\$ 250.00	\$ 600.00	\$ 6,000.00	\$ 35.00	\$ 350.00	\$ 55.00	\$ 550.00	\$ 100.00	\$ 1,000.00
3.01	Furnish And Install Bituminous Concrete Binder Course	TN	1,900.00	\$ 140.00	\$ 266,000.00	\$ 1.00	\$ 1,900.00	\$ 110.00	\$ 209,000.00	\$ 129.00	\$ 245,100.00	\$ 165.00	\$ 313,500.00
3.02	Furnish And Install Bituminous Concrete Top Course Class 1-1	TN	2,650.00	\$ 150.00	\$ 397,500.00	\$ 300.00	\$ 795,000.00	\$ 165.00	\$ 437,250.00	\$ 136.00	\$ 360,400.00	\$ 175.00	\$ 463,750.00
3.03	Furnish And Install Bituminous Concrete Non-Mechanical	TN	100.00	\$ 250.00	\$ 25,000.00	\$ 300.00	\$ 30,000.00	\$ 120.00	\$ 12,000.00	\$ 250.00	\$ 25,000.00	\$ 400.00	\$ 40,000.00
3.05	Furnish and Install Bituminous Concrete Berm	LF	150.00	\$ 10.00	\$ 1,500.00	\$ 10.00	\$ 1,500.00	\$ 3.00	\$ 450.00	\$ 6.00	\$ 900.00	\$ 15.00	\$ 2,250.00
4.01	Remove And Reset Existing Curb	LF	8,900.00	\$ 30.00	\$ 267,000.00	\$ 29.00	\$ 258,100.00	\$ 35.00	\$ 311,500.00	\$ 50.00	\$ 445,000.00	\$ 75.00	\$ 667,500.00
4.02	Remove And Stockpile Existing Curb	LF	10.00	\$ 25.00	\$ 250.00	\$ 78.00	\$ 780.00	\$ 28.00	\$ 280.00	\$ 50.00	\$ 500.00	\$ 100.00	\$ 1,000.00
4.03	Furnish And Install New Granite Curb	LF	1,650.00	\$ 75.00	\$ 123,750.00	\$ 70.00	\$ 115,500.00	\$ 66.00	\$ 108,900.00	\$ 85.00	\$ 140,250.00	\$ 105.00	\$ 173,250.00
4.06	Slotted Granite Inlet Stone 38" Long, Utilities Dept Standard	EA	5.00	\$ 700.00	\$ 3,500.00	\$ 750.00	\$ 3,750.00	\$ 680.00	\$ 3,400.00	\$ 900.00	\$ 4,500.00	\$ 950.00	\$ 4,750.00
4.07	Slotted Granite Inlet Stone 5 Foot Long, Utilities Dept Standard	EA	5.00	\$ 800.00	\$ 4,000.00	\$ 880.00	\$ 4,400.00	\$ 680.00	\$ 3,400.00	\$ 1,000.00	\$ 5,000.00	\$ 1,050.00	\$ 5,250.00
5.01	Furnish And Install 5" Pcc Class XX Sidewalk	SY	5,800.00	\$ 110.00	\$ 638,000.00	\$ 91.00	\$ 527,800.00	\$ 120.00	\$ 696,000.00	\$ 140.00	\$ 812,000.00	\$ 155.00	\$ 899,000.00
5.02	Furnish And Install 8" Pcc Class XX Driveway / Wcr	SY	2,850.00	\$ 130.00	\$ 370,500.00	\$ 110.00	\$ 313,500.00	\$ 170.00	\$ 484,500.00	\$ 200.00	\$ 570,000.00	\$ 175.00	\$ 498,750.00
5.03	Remove And Reset Brick Sidewalk	SY	380.00	\$ 200.00	\$ 76,000.00	\$ 230.00	\$ 87,400.00	\$ 175.00	\$ 66,500.00	\$ 250.00	\$ 95,000.00	\$ 325.00	\$ 123,500.00
5.04	Furnish And Install Brick Sidewalk	SY	115.00	\$ 300.00	\$ 34,500.00	\$ 450.00	\$ 51,750.00	\$ 350.00	\$ 40,250.00	\$ 500.00	\$ 57,500.00	\$ 495.00	\$ 56,925.00
5.05	Remove And Reset Belgian Block	SY	125.00	\$ 250.00	\$ 31,250.00	\$ 230.00	\$ 28,750.00	\$ 200.00	\$ 25,000.00	\$ 320.00	\$ 40,000.00	\$ 350.00	\$ 43,750.00
5.06	Furnish And Install Belgian Block	SY	15.00	\$ 750.00	\$ 11,250.00	\$ 700.00	\$ 10,500.00	\$ 250.00	\$ 3,750.00	\$ 700.00	\$ 10,500.00	\$ 350.00	\$ 5,250.00
5.07	Remove And Reset Bluestone Sidewalk	SY	10.00	\$ 250.00	\$ 2,500.00	\$ 540.00	\$ 5,400.00	\$ 200.00	\$ 2,000.00	\$ 320.00	\$ 3,200.00	\$ 350.00	\$ 3,500.00
5.08	Furnish And Install Bluestone Sidewalk	SY	5.00	\$ 600.00	\$ 3,000.00	\$ 995.00	\$ 4,975.00	\$ 260.00	\$ 1,300.00	\$ 550.00	\$ 2,750.00	\$ 350.00	\$ 1,750.00
5.09	Remove and Stockpile Bluestone	SY	5.00	\$ 125.00	\$ 625.00	\$ 100.00	\$ 500.00	\$ 105.00	\$ 525.00	\$ 160.00	\$ 800.00	\$ 350.00	\$ 1,750.00
5.10	Furnish And Install Detectable Warning Panel Cast Iron Standard 48.1.0	SF	624.00	\$ 50.00	\$ 31,200.00	\$ 55.00	\$ 34,320.00	\$ 165.00	\$ 102,960.00	\$ 75.00	\$ 46,800.00	\$ 55.00	\$ 34,320.00
5.11	Furnish And Install Stone Dust Tree Well	CY	20.00	\$ 100.00	\$ 2,000.00	\$ 995.00	\$ 19,900.00	\$ 130.00	\$ 2,600.00	\$ 200.00	\$ 4,000.00	\$ 250.00	\$ 5,000.00
5.12	Furnish And Install Flexi-Pave Tree Well	SY	30.00	\$ 375.00	\$ 11,250.00	\$ 200.00	\$ 6,000.00	\$ 300.00	\$ 9,000.00	\$ 500.00	\$ 15,000.00	\$ 475.00	\$ 14,250.00
5.13	Furnish And Install Loam Borrow And Residential Seeding (Type 2)	SY	350.00	\$ 30.00	\$ 10,500.00	\$ 16.00	\$ 5,600.00	\$ 34.00	\$ 11,900.00	\$ 20.00	\$ 7,000.00	\$ 45.00	\$ 15,750.00
6.03	12" White Waterborne Pavement Marking	LF	305.00	\$ 4.00	\$ 1,220.00	\$ 3.60	\$ 1,098.00	\$ 4.00	\$ 1,220.00	\$ 5.00	\$ 1,525.00	\$ 4.75	\$ 1,448.75
6.04	24" White Waterborne Pavement Marking	LF	60.00	\$ 7.00	\$ 420.00	\$ 14.95	\$ 897.00	\$ 8.00	\$ 480.00	\$ 10.00	\$ 600.00	\$ 9.50	\$ 570.00
6.11	12" White Epoxy Resin Pavement Marking	LF	275.00	\$ 8.00	\$ 2,200.00	\$ 8.00	\$ 2,200.00	\$ 9.00	\$ 2,475.00	\$ 8.00	\$ 2,200.00	\$ 10.50	\$ 2,887.50
6.12	24" White Epoxy Resin Pavement Marking	LF	60.00	\$ 15.00	\$ 900.00	\$ 6.95	\$ 417.00	\$ 18.00	\$ 1,080.00	\$ 15.00	\$ 900.00	\$ 20.00	\$ 1,200.00
7.01	Furnish and Install Directional, Regulatory, and Warning Signs	SF	170.00	\$ 50.00	\$ 8,500.00	\$ 53.50	\$ 9,095.00	\$ 67.00	\$ 11,390.00	\$ 100.00	\$ 17,000.00	\$ 145.00	\$ 24,650.00
7.02	Furnish and Install Street Name Sign	EA	10.00	\$ 500.00	\$ 5,000.00	\$ 190.00	\$ 1,900.00	\$ 150.00	\$ 1,500.00	\$ 300.00	\$ 3,000.00	\$ 350.00	\$ 3,500.00
7.03	Furnish and Install Parking Sign	SF	50.00	\$ 125.00	\$ 6,250.00	\$ 28.00	\$ 1,400.00	\$ 250.00	\$ 12,500.00	\$ 40.00	\$ 2,000.00	\$ 175.00	\$ 8,750.00
7.05	Remove and Relocate Sign	EA	5.00	\$ 300.00	\$ 1,500.00	\$ 185.00	\$ 925.00	\$ 150.00	\$ 750.00	\$ 270.00	\$ 1,350.00	\$ 350.00	\$ 1,750.00
7.06	Remove and Dispose Sign	EA	5.00	\$ 100.00	\$ 500.00	\$ 75.00	\$ 375.00	\$ 100.00	\$ 500.00	\$ 110.00	\$ 550.00	\$ 145.00	\$ 725.00
7.07	Furnish and Install Sign Post	EA	15.00	\$ 300.00	\$ 4,500.00	\$ 280.00	\$ 4,200.00	\$ 150.00	\$ 2,250.00	\$ 410.00	\$ 6,150.00	\$ 375.00	\$ 5,625.00
7.08	Remove and Dispose Sign Post	EA	5.00	\$ 100.00	\$ 500.00	\$ 90.00	\$ 450.00	\$ 100.00	\$ 500.00	\$ 150.00	\$ 750.00	\$ 200.00	\$ 1,000.00
7.09	Police Trafficpersons	HR	2,400.00	\$ 65.20	\$ 156,480.00	\$ 65.20	\$ 156,480.00	\$ 65.20	\$ 156,480.00	\$ 65.20	\$ 156,480.00	\$ 65.20	\$ 156,480.00
7.10	Flagpersons	HR	100.00	\$ 70.00	\$ 7,000.00	\$ 70.00	\$ 7,000.00	\$ 70.00	\$ 7,000.00	\$ 70.00	\$ 7,000.00	\$ 70.00	\$ 7,000.00
7.11	Flagpersons Overtime	HR	20.00	\$ 85.00	\$ 1,700.00	\$ 85.00	\$ 1,700.00	\$ 85.00	\$ 1,700.00	\$ 85.00	\$ 1,700.00	\$ 85.00	\$ 1,700.00



City of Newport
 Department of Public Services
 43 Broadway
 Newport, RI 02840

Limits of Work

Roadway Improvement Program 2025 #2025-PS-019

Description	From	To	Work Included
Albro Street	Van Zandt Avenue	Channing Street	Asphalt removal & paving, installing/resetting granite curbing and installing/replacing existing sidewalks
Allan Court	Spring Street	Terminus	Asphalt milling & paving, resetting existing curbing and replacing existing wheelchair ramps
Ayrault Street	Kay Street	Catherine Street	Asphalt milling & paving, resetting existing curbing and replacing existing sidewalks
Barney Court	Sherman Street	Barney Street	Asphalt milling & paving
Barney Street	Spring Street	Whitfield Place	Asphalt removal & paving, resetting existing curbing and replacing existing sidewalks
Congdon Avenue	Van Zandt Avenue	Gould Street	Asphalt milling & paving, resetting existing curbing and replacing existing sidewalks
Court House Street	Broadway	Touro Street	Asphalt milling & paving, minor ADA improvements
Fillmore Street	Brinley Street	Tompkins Court	Asphalt removal & paving, resetting existing curbing and replacing existing sidewalks
Heath Street	Callander Avenue	Pond Avenue	Asphalt milling & paving, resetting existing curbing and replacing existing wheelchair ramps
Johnson Court	West Terminus	East Terminus	Asphalt milling & paving, resetting existing curbing and replacing existing sidewalks
Kingston Avenue	Warner Street	Dr. Marcus Wheatland Blvd.	Asphalt milling & paving, resetting existing curbing and replacing existing sidewalks
Pearl Street	Terminus	Stewart Street	Asphalt milling & paving
Prescott Hall Road	Garfield Street	Van Zandt Avenue	Asphalt removal & paving, resetting existing curbing and replacing existing sidewalks
Russo Court	Terminus	Barney Street	Asphalt milling & paving
Southmayd Street	Terminus	Homer Street	Asphalt removal & paving, resetting existing curbing and replacing existing sidewalks
Stewart Street	Pearl Street	Dr. Marcus Wheatland Blvd.	Asphalt milling & paving
Tilley Avenue	Van Zandt Avenue	Gould Street	Asphalt milling & paving, resetting existing curbing and replacing existing sidewalks
Tompkins Court	Fillmore Street	Catherine Street	Asphalt removal & paving, resetting existing curbing and replacing existing sidewalks



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 K*
Date: April 11, 2025
Subject: Amendment to Lease Agreement – 1899, LLC - Easton’s Beach Mobile Food and Beverage Concessions – Request for Utilities Changeover
Staff Presentation: Michael A. Caruolo, Deputy City Manager

RECOMMENDATION:

The Administration recommends the amendment of the lease agreement for food and beverage concessions at Easton’s Beach, between the City of Newport and 1899, LLC.

BACKGROUND AND FINDINGS:

Under the terms of the Lease Agreement between the City of Newport and 1899, LLC and in response to RFP# 24-049, and per the request of 1899, LLC, the City proposes to amend Article I, Section 12 “Utilities” of the Lease Agreement between the City and 1899, LLC for food and beverage concessions at Easton’s Beach, dated 12 June 2024. The current Agreement states that Utilities, including gas, electricity, and water are not available for mobile food and beverage service use, indicating it shall be the responsibility of the Service Provider to furnish self-contained equipment to operate the mobile food and beverage service at Easton’s Beach.

1899, LLC has requested to utilize electricity and water for the mobile food and beverage unit at Easton’s Beach, by amending the original lease agreement to include these utilities at no cost to the City of Newport. The City and 1899, LLC have engaged in research and identified a way, at no cost to the City, for 1899, LLC to assume responsibility for one (1) of three (3) available electric meters at Easton’s Beach, install a separate water meter for its use, establish a RI Energy account for the electric service and a water account with the City, with all utility charges being billed directly to 1899, LLC including all costs and expenses of transferring the electric service and for installing a separate water meter:

PREVIOUS LEGISLATIVE ACTION

Resolution 2024-40
Resolution 2025-24

FISCAL IMPACT

Currently Budgeted (Account _____) Requires additional appropriation No Fiscal Impact

SUPPORTING DOCUMENTS

Resolution
Request from 1899 LLC

Finance Dept. Review: 4/11/25 Date By: RJN (if applicable)

THE CITY OF NEWPORT

RESOLUTION

OF THE

COUNCIL

No.

WHEREAS, City Council Resolution 2024-40 authorized award to 1899, LLC of Newport, RI, meeting all specifications included in RFP# 24-049, dated 20 March 2024, for a mobile food and beverage provider at Easton's Beach; AND

WHEREAS, the City of Newport and 1899, LLC did enter into a Lease Agreement, in consideration of the covenants, conditions, agreements and stipulations of the Service Provider, date of execution 12 June 2024; AND

WHEREAS, Article I, section 12 of the Lease Agreement "Utilities", does indicate that Utilities, including gas, electricity, and water are not available for mobile food and beverage service use, indicating it shall be the responsibility of the Service Provider to furnish self-contained equipment to operate the mobile food and beverage service at Easton's Beach; AND

WHEREAS, 1899, LLC has requested to utilize electricity and water for the mobile food and beverage unit at Easton's Beach, by amending the original lease agreement to include these utilities at no cost to the City of Newport; AND

WHEREAS, the City of Newport and 1899, LLC have engaged in research and identified a way, at no cost to the City, for 1899, LLC to assume responsibility for one (1) of three (3) available electric meters at Easton's Beach, install a separate water meter for its use, establish a RI Energy account for the electric service and a water account with the City, with all utility charges being billed directly to 1899, LLC including all costs and expenses of transferring the electric service and for installing a separate water meter.
NOW THEREFORE BE IT

RESOLVED: the request from 1899, LLC to create these utilities accounts for mobile food and beverage operations, at no cost to the city, be accepted and the lease agreement be amended to include access to such services aforementioned above.

IN COUNCIL
READ AND PASSED

LAURA C. SWISTAK
CITY CLERK

From: John T. Boxer <jboxer@mwmwealth.com>
Sent: Monday, April 14, 2025 2:28 PM
To: Caruolo, Michael <mcaruolo@CityofNewport.com>
Subject: 1899, LLC - Easton's Beach Mobile Food Concessions

The 1899 operations team has been working hand-in-glove with Erik Reis, David Viera, and Facilities Superintendent, David Janiesch, on the summer 2025 installation of the mobile food concessions at Easton's Beach. Collectively the team has identified a graded, centrally positioned location, accessible to utility hook-up for the placement of the catering trailer. At an April 3rd meeting, 1899, LLC proposed to assume responsibility for one (1) of three (3) available electric meters, and the installation of a separate water meter for its use. 1899 will establish a RI Energy account for the electric service and a water account with the City. The utility charges will be billed directly to 1899. Also, 1899 will bear all costs and expenses of transferring the electric service and for installing a separate water meter.

The utility hook-up will allow 1899 to operate more efficiently, improve its environmental sustainability objectives and reduce waste.



John T. Boxer
General Counsel & Chief Operating Officer
Metropolitan Wealth Management
T: (646) 937-6901
M: (215) 837-6535
F: (646) 937-6935
jboxer@mwmwealth.com

222 Bellevue Avenue | Newport, RI 02840 | (646) 937-6900

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THE CITY OF NEWPORT

**RESOLUTION
OF THE
COUNCIL**

No. 2025-24


WHEREAS: the Director of Public Services recommended exercising optional year one (1) to the agreement with 1899, LLC. of Newport, RI, to provide mobile food and beverage concessions at Easton's Beach; and

WHEREAS: City Council Resolution 2024-40 authorized award to 1899, LLC of Newport, RI, meeting all specifications included in RFP# 24-049, dated 20 March 2024, for a mobile food and beverage service provider at Easton's Beach, for a period of one year, and three additional one-year option years at the discretion of the City, including an annual payment to the City of \$72,000 and ten percent (10%) of the taxable gross sales of all products at Easton's Beach in excess of \$750,000; and

WHEREAS: 1899, LLC has requested the City to exercise the option to extend said agreement for calendar year 2025 at the same terms and conditions; NOW THEREFORE BE IT

RESOLVED: the request to exercise option year one (1) of the agreement with 1899, LLC to provide mobile food and beverage concessions at Easton's Beach for calendar year 2025 is hereby accepted, and the City Administration is authorized to sign the applicable documentation in connection therewith.

IN COUNCIL
READ AND PASSED
FEBRUARY 12, 2025


Laura C. Swistak, CMC
City Clerk



THE CITY OF NEWPORT, RHODE ISLAND – AMERICA’S FIRST RESORT

DEPARTMENT OF PUBLIC SERVICES

RECEIVED

William R. Riccio, Jr., P.E.
Director

March 13, 2025

MAR 26 2025

Mr. Nicholas S. Schorsch
1899, LLC
222 Bellevue Avenue
Newport, RI 02840

Director of Public Services
City of Newport, RI

RE: EXERCISE OF OPTION –City of Newport RFP #24-049 Mobile Food and Beverage Service
Provider at Easton’s Beach

Dear Mr. Schorsch:

In accordance with the existing Mobile Food and Beverage Service Provider at Easton’s Beach service agreement (#24-049) and Newport City Council approval granted through Resolution #2025-24, we herein extend, with your concurrence, the contract term for an additional one-year period (May 15, 2025-September 30, 2025) per the contract language included in the Standard Contract for Mobile Food and Beverage Provider at Easton’s Beach, dated June 12, 2024. To confirm acceptance, please affix your signature on the line provided below as well as on the two attached originals. Please keep one original for your records and forward the remaining two originals back to us for our records.

We look forward to continuing this service contract with you and your team and to a successful 2025 beach season.

Sincerely,

William R. Riccio, Jr., PE

Signature on behalf of 1899, LLC

Accepted Declined

Signature

NICHOLAS S. SCHORSCH
Printed Name

MANAGER
Printed Title

Enclosures

280 Spring Street • Newport, RI 02840-6815
Tel (401) 845-5840 • Fax (401) 842-6919
www.cityofnewport.com

CITY OF NEWPORT

**RESOLUTION
OF THE
COUNCIL**

No. 2024-40

WHEREAS: the Director of Public Services requested sealed proposals to provide Mobile Food and Beverage Service Provider at Easton's Beach, RFP# 24-049; with proposals received on March 20, 2024; and

WHEREAS: award has been recommended to 1899, LLC of Newport, RI, and meeting all specifications included in RFP# 24-049, dated 20 March 2024, for a mobile food and beverage service provider at Easton's Beach, for a period of one year, and three additional one-year option years at the discretion of the City, including an annual payment to the City of \$72,000 and ten percent (10%) of the taxable gross sales of all products at Easton's Beach in excess of \$750,000. **NOW THEREFORE BE IT**

RESOLVED: the bid proposal of 1899, LLC of Newport, RI, is accepted, and the Mayor is authorized to sign said agreement, subject to favorable review by the City Solicitor.

IN COUNCIL

READ AND PASSED

April 24, 2024



Laura C. Swistak, CMC

City Clerk



**City of Newport
Standard Contract
For**

**Mobile Food and Beverage Provider at Easton's Beach
RFP # 24-049**

Mobile Food & Beverage Service Provider at Easton's Beach

This Indenture of Lease entered into this 12th day of June, 2024, by and between the City of Newport, a municipal corporation of the State of Rhode Island, hereinafter referred to as the "City" and, Nicholas S. Schorsch, 1899, LLC and John T. Boxer, 1899, LLC. Rhode Island Corporation, having their principal place of business at Newport, Rhode Island, hereinafter referred to as "Service Provider".

WITNESSETH:

In consideration of the covenants, conditions, agreements and stipulations of the Service Provider hereinafter expressed, the City does hereby lease, demise and let unto the Service Provider the following premises, the same being hereinafter sometimes referred to as the "Demised Premises", namely, the existing Easton's Beach mobile food services concession pavilion established by the City and the right to operate mobile vending food concession operations on the Easton's Beach Boardwalk. Parking for Service Provider and their employees will be provided by the City and City will further provide storage space and areas adequate to accommodate the needs of Service Provider for the storage of mobile vending equipment and accessory equipment.

TERMS OF LEASE:

- 1) To have and to hold said premises for the calendar years 2024.
- 2) The Service Provider shall pay the City seventy-two thousand dollars (\$72,000.00) on the following payment schedule: fifty percent (50%) of the flat fee on or before July 15, 2024 and the remaining fifty percent (50%) of the flat fee on or before September 15, 2024.

The Service Provider shall pay ten percent (10%) of the taxable gross sales of all products at Easton's Beach in excess of \$750,000 on or before October 15, 2024, but not before October 1, 2024.

This lease agreement may be extended by the City for up to three additional one (1) year option periods, according to the following fee schedule, paid in full on or before April 1:

2025: \$72,000 plus ten percent (10%) of the taxable gross sales of all products at Easton's Beach in excess of \$750,000;
2026: \$72,000 plus ten percent (10%) of the taxable gross sales of all products at Easton's Beach in excess of \$750,000;
2027: \$72,000 plus ten percent (10%) of the taxable gross sales of all products at Easton's Beach in excess of \$750,000;

Failure to make the listed payment of any individual year on or before the due date listed will result in the revocation of this agreement. Failure to pay the scheduled

amount by the scheduled due date will result in an assessment of a late fee equal to one percent (1%) of the unpaid balance for each day period that the balance remains outstanding. In no event shall the late payment penalty be less than \$50.00 for each day period. In the event that any balance remains unpaid for more than 30 days, the concession rights will be revoked and this agreement terminated.

**ARTICLE 1
LEASE AGREEMENT**

The Service Provider shall provide mobile retail food and beverage concession operations, as described in the Original RFP #24-049 package and Contract Documents incorporated herein by reference, except to the extent specified and indicated in the Contract Documents to be the responsibility of others, or as follows:

The City shall operate, or cause to be operated, said Easton's Beach on a full-time schedule during the period from the Saturday of Memorial Day weekend to and including Labor Day during the term of the lease. This provision is subject to the City's right to close the beach in whole or in part for public safety reasons.

The Service Provider shall operate the food and beverage concession (concession limited to food and beverage only, no alcoholic beverages). The Service Provider shall maintain the Demised Premises, and such other areas as may be, from time to time, under its control, in a neat and sanitary condition.

1. Hours and Days of Operation

The Service Provider's hours and days of operation shall be approved in advance by the Beach Manager. The Service Provider will be required to operate the mobile food and beverage service starting May 15, 2024 through September 30, 2024, inclusive, from 9:00 a.m. until 7:00 p.m. seven days per week (weather permitting). The Service Provider will be required to cooperate with the City during such special events and the City agrees to take no action which will negatively impact Service Provider and its business.

Operation of concessions shall also be deemed to include Family and Children's Nights, agreed upon Special Events, and mutually agreed upon additional off-season hours. Notwithstanding the foregoing, additional times and dates are subject to a determination made by the Service Provider that weather conditions are sufficiently favorable to warrant the operation of the concession.

The Service Provider shall not sublet any concession areas unless approved in advance by the City, and such approval shall not be unreasonably withheld or delayed.

2. Beach Closures

The Service Provider will accept the risk that the Beach may have to be closed for swimming in the event that the Beach Manager determines the surf conditions are too dangerous; and that it is possible that the RI Department of Health may occasionally have to exercise its authority and order Easton's Beach closed if it determines that the littoral swimming area exceeds State standards for bacteria. Service Provider accepts that any resulting detrimental impact on business is beyond

the control of City.

3. Special Events

City reserves the right to allow use of any beach areas by persons and entities for special events, which may or may not provide food for consumption and/or sale. Special events shall include, but not limited to, parties, weddings, conferences, sporting, social events, etc. Service Provider will be advised in advance of any such event and City will attempt to promote the Service Provider in any promotional literature and avoid direct competition during the beach season.

Subject to prior approval from City, Service Provider may conduct special events or programs at the Premises.

4. Management/Staffing

Service Provider will designate a site manager on the premises at all times, who is to be responsive to directives of the Beach Manager.

Service Provider will be required to have a sufficient staff available at the Premises during hours of operation to ensure proper operation of all mobile food and beverage services at Easton's Beach.

5. Signage and Advertising

Service Provider shall have the right to display temporary/portable marketing signage and/or materials, including, but not limited to wind signs, A-frames, flags, and banners. All marketing signage must be approved by the Beach Manager, before placement and/or installation

Signage shall be consistent with the existing thematic sign style specified by City, and shall be approved by City in advance of installation. No other Service Provider signage or advertising will be permitted on City property without approval of the City.

6. Layout/Improvements

Service Provider is to submit to City for its approval any proposed operational changes. Any such request shall include proposed designs for the logistical functions of mobile food and beverage services including dimensions, drawings of work stations, counters, tables, chairs, decor, etc. All final designs must be approved by City before changes can commence. Title and ownership of all improvements of a permanent nature, excluding trade fixtures, shall remain or transfer to the City at the end of the agreement.

7. Maintenance

Service Provider is expected to, at its sole cost and expense, maintain and operate the mobile food and beverage services equipment, and other related equipment/amenities, in good and safe condition and in accordance with industry standards.

Service Provider will be required to remove all mobile food and beverage

equipment from Easton's Beach every evening. Service Provider shall leave the premises in a neat and sanitary condition at the termination of each day of operation.

8. Food

Food and beverage items sold at Easton's Beach should reflect the local cultural surroundings of New England, Newport and Easton's Beach. The Service Provider will be required to maintain adequate inventory to ensure a constant supply of food and beverages.

The Service Provider shall submit annually before May 15 to the City a list of food, beverages and other items proposed for sale, and the proposed selling prices for the same, which prices shall be competitive within the area. The inclusion or non-inclusion of any item on said list shall not preclude the Service Provider from modifying, at any time, the schedule of items which it makes available for sale but said schedule shall be subject to approval by the City, which approval shall not be unreasonably withheld.

Service Provider must at all times display appropriate Rhode Island Department of Health permits. Service Provider will be responsible for obtaining any permits and authorizations required by the Rhode Island Department of Health. The selling and/or advertisement of alcohol, cigarettes, cigars, or any other tobacco products are strictly prohibited.

9. Environmentally Friendly Practices

Service Provider will be prohibited from selling any beverages in glass bottles. All beverages will be required to be in non-glass, shatter-proof containers. To the greatest possible extent, all grease is to be recycled and Service Provider shall recycle all recyclable plastic and metal containers.

10. Storage

There is no onsite storage available to the Service Provider at Easton's Beach.

11. Equipment

Service Provider will be required to provide and maintain all equipment necessary for the successful operation of the concession. The Service Provider can also compliment City amenities by installing temporary furnishings and materials necessary to operate concession, including, but not limited to: personal kitchen equipment, tables and chairs, etc.

12. Utilities

Utilities, including gas, electricity, and water are not available for mobile food and beverage service use. It shall be the responsibility of the Service Provider to furnish self-contained equipment to operate the mobile food and beverage service at Easton's Beach.

13. Rubbish Removal and Recycling

Service Provider will also be responsible for, at its sole cost and expense, clean-

up and removal of all waste, garbage, rubbish and litter from the mobile food and beverage service. The City will provide adequate, easily accessible waste and recycling receptacles, approved by the Beach Manager, and have these receptacles emptied on a daily basis. The Service Provider must comply with all City, State, and Federal regulations regarding recycling. Rubbish removal schedules are subject to Beach Manager's approval.

14. Insurance and Taxes

The Service Provider will provide, at minimum, a \$1 million limited liability binder, listing the City of Newport, 43 Broadway, Newport, RI 02840 as the Additional Insured.

Service Provider will be required to pay all federal, state or local taxes applicable to the operation of the mobile food and beverage service concessions.

15. Inspections and Liquidated Damages

The Beach Manager may inspect operations and ensure proper maintenance of the Premises. If Service Provider fails to provide the cleaning, maintenance, and operational services required by this agreement, the Beach Manager shall notify Service Provider of any deficiencies, and Service Provider will be obligated to rectify in a timely fashion unless City and Service Provider mutually agree otherwise.

16. Operational Disruption: Natural Disaster/Acts of God

In the event of a natural disaster, catastrophic incident, or other non-induced operational disruption occurs in which the Service Provider is not in any way responsible for said occurrence, the subsequent annual payment will be reduced by a daily pro-rated share of the annual fee. The calculated deduction shall be applied to the payment period in which concession operations were interrupted. The following formula will be used to calculate the pro-rated reimbursement amount: $\text{Total Annual Fee} = \text{Pro-rated Daily Amount} / \text{Total Number of Official Beach Days of the Year}$ (Definition: Official Beach Day: The number of days in which Easton's Beach is expected to officially open for business during the individual year of the occurrence). This total varies from year to year based on the annual calendar. The Operational disruption clause is not applicable and in no way pertains to those days in which the beach operation is affected by less-than-ideal weather conditions, excluding those situations listed above, or mandated beach closures by the Rhode Island Department of Health.

ARTICLE 2 REPRESENTATIONS OF THE CONTRACT

In order to induce the City to execute this Contract and recognizing that the City is relying thereon, the Service Provider, by executing this contract, makes the following express representation to the City:

1. Service Provider is fully qualified to operate licensed mobile food and beverage concessions and has, and shall maintain, any and all licenses, permits or other authorizations necessary.

2. Service Provider is familiar with all Federal, State, Municipal, and Departmental Laws, Ordinances, Orders and Regulations, which may in any way affect the work of those employed therein, including, but not limited to, any special acts related to the food concession;

3. Any notice, demand or request required or provided for by this lease shall be given as provided herein and shall be deemed to have been duly given or made if in writing and sent by certified mail, postage prepaid, return receipt requested, addressed to the party to be bound thereby at such address as shall be furnished from the time to time for that purpose by written notice given by that party to the other, such addresses being until further notice is given, in the case of the City to:

Public Services - Beach Division
C/o City Manager
City Hall- 43 Broadway
Newport, Rhode Island 02840

ARTICLE 3 INTENT AND INTERPRETATION

With respect to the intent and interpretation of this Contract, The City and the Service Provider agree as follows:

This contract constitutes the entire and exclusive agreement between the parties with reference to the food concession operation, and said Contract supersedes any and all prior discussions, communications, representations, understandings, negotiations, or agreements. All RFP proposal documents as well as specifications issued by the City are being incorporated by reference in this contract.

ARTICLE 4 INDEMNITY

The Service Provider shall indemnify and defend the CITY against any and all claims, actions, damages, liability and expense, including without limitation, court, administrative or arbitration costs and reasonable attorneys' fees suffered, paid or incurred by the CITY in connection with loss of life, personal injury and damage to property occurring in or about, or arising from or out of the Service Provider's use of the Easton's Beach premises or occasioned wholly or in part by any act or omission of the Service Provider, and in addition, any claim, action, damages, liability and expense including without limitation, fines or penalties imposed or remediation costs incurred in connection with the storage and/or release of hazardous or other regulated materials resulting from the Service Provider's use of the Easton's Beach premises.

ARTICLE 5

TERMINATION BY THE CITY

(a) In the event the Service Provider fails or refuses to operate the food concession as specified herein, the City shall give Service Provider 30 days' notice of any such deficiency and provide Service Provider the opportunity to cure. In the event Service Provider has failed to cure any such deficiency, the City may terminate this lease upon giving an additional 30 days notice. This contract may be otherwise be terminated by mutual consent of the parties.

ARTICLE 6 INSURANCE

The Service Provider shall carry and maintain the following insurance coverage at his/her own expense:

- (a) All insurance for this Contract shall be written by a company (or companies) acceptable to the City and all policies or certificates shall be submitted to City for examination prior to commencement of operations by the Service Provider. In the event any policy or certificate, the amount of insurance, or company writing it, is not satisfactory to City, Service Provider shall secure other policies or certificates in form and amount with a company satisfactory to City. Service Provider shall not permit policies to be changed, cancelled, or to lapse and all policies shall include a clause to the effect that the policy shall not be subject to cancellation of a reduction in the limits of liability or amounts of insurance until notice has been sent by mail to City stating when, (not less than twenty (20) days thereafter) such cancellation or reduction shall be effective. All certificates of insurance shall be delivered to City and contain true transcripts for the policy or policies authenticated by the proper officer of the insurer evidencing in particular, those insured, the extent of the insurance, the location and operation to which the insurance applies, the expiration date and the above-mentioned notice as to the location and operations involved.

- (b) Service Provider's Liability Insurance.
Liability insurance shall include all major divisions of coverage and be on a comprehensive general liability basis including:
Premises - Operations
Blanket Contractual
Owned, Non-owned and Hired Motor Vehicle
Broad Form Coverage for Property Damage

- (c) The insurance required by this Subparagraph (b) shall be written for not less than the following, or greater if required by Law:
 - (1) Worker's Compensation:
 - a. State of Rhode Island - Statutory
 - b. Employer's Liability

 - (2) Comprehensive General Liability (including Premises Operations; Broad Form Property Damage);

- a. Products and Completed Operations to be maintained for one (1) year after final payment.
- (3) Service Provider's Liability:
 - a. Bodily Injury:
\$1,000,000 - Each Occurrence
 - b. Property Damage:
\$100,000 -Property Damage Liability insurance, per occurrence
\$250,000 - Aggregate
- (4) Personal Injury, with Employment Exclusion deleted:
 - \$1,000,000 - Annual Aggregate
 - \$1,000,000 - Each Occurrence
 - a. Property Damage:
\$1,000,000 - Each Occurrence
- (5) Property Insurance

Only to the extent that it has an insurable interest, the Service Provider shall purchase and maintain property insurance upon the Demised Premises to the full insurable value thereof. This insurance shall include the interests of the City and the Service Provider and shall insure against the perils of fire and extended coverage and shall include "**ALL RISK**" insurance for physical loss or damages including, without duplication of coverage, theft, vandalism and malicious mischief.

ARTICLE 7 ASSIGNMENTS

Service Provider shall not assign the whole or any part of this Contract or any monies due or to become due hereunder, without the written consent of the City.

ARTICLE 8 APPLICABLE LAW

This Agreement shall be interpreted and governed under the laws of the State of Rhode Island.

ARTICLE 9 SUCCESSORS AND ASSIGNS


This Agreement is binding upon the parties and their respective heirs, successors, executors, administrators and assigns.

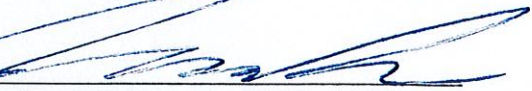
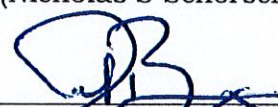
IN WITNESS WHEREOF, the City of Newport has caused these presents to be signed by its Mayor, Xay R. Khamsyvovong, duly authorized hereunder, and its

corporate seal to be affixed hereto, and the Service Provider has caused its corporate seal to be hereto affixed and these presents to be signed and delivered by its President, hereunto duly authorized on the day and year first above written.

CITY:

SERVICE PROVIDERS:

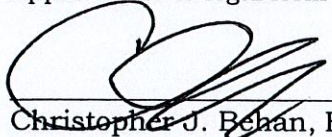
By: 
(Xay R. Khamsyvong, Mayor)
The City of Newport, City Hall
43 Broadway
Newport, RI 02840

By: 
(Nicholas S Schorsch, 1899, LLC)

(John T. Boxer, 1899, LLC)

6/12/2024
(Date of Execution)

May 15, 2024
(Date of Execution)

Approved as to legal form and sufficiency:


Christopher J. Behan, Esq.
City Solicitor

THE CITY OF NEWPORT

RESOLUTION
OF THE
COUNCIL

No. 2025-24

WHEREAS: the Director of Public Services recommended exercising optional year one (1) to the agreement with 1899, LLC. of Newport, RI, to provide mobile food and beverage concessions at Easton's Beach; and

WHEREAS: City Council Resolution 2024-40 authorized award to 1899, LLC of Newport, RI, meeting all specifications included in RFP# 24-049, dated 20 March 2024, for a mobile food and beverage service provider at Easton's Beach, for a period of one year, and three additional one-year option years at the discretion of the City, including an annual payment to the City of \$72,000 and ten percent (10%) of the taxable gross sales of all products at Easton's Beach in excess of \$750,000; and

WHEREAS: 1899, LLC has requested the City to exercise the option to extend said agreement for calendar year 2025 at the same terms and conditions; NOW THEREFORE BE IT

RESOLVED: the request to exercise option year one (1) of the agreement with 1899, LLC to provide mobile food and beverage concessions at Easton's Beach for calendar year 2025 is hereby accepted, and the City Administration is authorized to sign the applicable documentation in connection therewith.

IN COUNCIL
READ AND PASSED
FEBRUARY 12, 2025



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 *C. K. Kennedy*
Date: April 11, 2025
Subject: Ordinance Revision- 10.24.010. – Parking Prohibited at all times in Designated Places – Mill Street, North Side, 264 Feet East of Thames Street for a Distance of 33 Feet
Presentation: Sergeant Jason Head, Chair, Interdepartmental Traffic Committee (ITC)

RECOMMENDATION:

The ITC recommends adding to Chapter 10.24 of the City of Newport's Codified Ordinance as follows:

10.24.010 - Parking Prohibited at all times in designated places.

No person shall park a vehicle at any time upon any of the following streets:

ADD. "Mill Street, North side, beginning two hundred sixty-four (264) feet east of Thames Street and proceeding a distance of thirty-three (33) feet."

BACKGROUND AND FINDINGS:

The owner at 25 Mill Street has a historic building with a barn door garage leading to Mill Street. The owner cannot modify the doors, that swing outward, due to the historical nature of the building. The owner cannot access or exit the garage, with a current existing driveway/curb cut, due to the parking opposite the driveway on Mill Street. It was requested to prohibit parking opposite the driveway in order to access parking in the garage. ITC reviewed the request to be reasonable with net loss of parking to be 0. On December 17, 2024 Temp No Parking Signage was placed opposite of 25 Mill Street's driveway restricting 2 spaces of parking. ITC has not received a complaint to date. It is the ITC recommendation prohibit parking (2 parking spaces) opposite of the existing driveway at 25 Mill Street as delineated.

PREVIOUS LEGISLATIVE ACTION

N/A

FISCAL IMPACT

Currently Budgeted (Account _____) Requires additional appropriation No Fiscal Impact

SUPPORTING DOCUMENTS

Ordinance

Finance Dept. Review: 4/16/25 Date By: RJN (if applicable)

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 10.24 of the Codified Ordinances of the City of Newport, RI, Revision of 1994, as amended, entitled, "**PARKING RESTRICTIONS ON SPECIFIC STREETS**" is hereby further amended, as follows:

10.24.010. Parking prohibited at all times in designated places.

ADD:

Mill Street. North side, beginning two hundred sixty-four (264) feet east of Thames Street and proceeding a distance of thirty-three (33) feet.

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
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 27, 2025
Subject: Ordinance Amendment – Title 10, Vehicles and Traffic. Section 1, Chapter 10.20, “Parking Generally”, 10.20.210 – Meter Charges
Staff Presentation: Michael A. Caruolo, Deputy City Manager

RECOMMENDATION:

Amend City Ordinance 10.20.210 “Meter Charges” to reflect an increase from 2 hours to 3 hours of free meter parking for vehicles with residential parking permits.

BACKGROUND AND FINDINGS:

Parking enforcement is crucial for maintaining order, safety and fairness, ensuring efficient traffic flow and improving the quality of life for our residents and visitors. In an attempt to further deter parking violators, the City recently recommended the increase of minimum penalties for parking violations, including an enhanced penalty of \$75 for violations of the residential parking permit program. In continued efforts to support our residents, the City further recommends to increase the free meter parking from 2 hours to 3 hours once per day, for vehicles with a current residential parking permit.

Amend City Ordinance 10.20.210.C - “Meter Charges” by deleting “two hours” and adding “three hours” for vehicles with a current residential parking permit.

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT

Currently Budgeted (Account _____) Requires additional appropriation No Fiscal Impact

Results in a decrease in Parking Fund revenue of \$27,380

SUPPORTING DOCUMENTS

Proposed Ordinance

Finance Dept. Review: 4/16/25 Date By: RJN (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 10.20 of the Codified Ordinances of the City of Newport, RI, Revision of 1994, as amended, entitled, "PARKING GENERALLY" is hereby further amended, as follows:

10.20.210. - Meter Charges.

C. Except as otherwise provided in subsection D. of this section, the fee for the maximum parking time shall not exceed four dollars (\$4.00) per hour, or the lesser sum as otherwise determined by the city administration. Vehicles with a current residential parking permit are entitled to up to ~~two hours~~ **three hours** once per day of free parking at a metered on-street parking space.

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
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: April 11, 2025
Subject: Award of Contract - Construction Manager at Risk (CMaR) Services for Renovations to the Florence Gray Center-Pandemic Recovery Office CPF-C
Staff Presentation: Teresa Crean, AICP, Director of Resilience & Sustainability

RECOMMENDATION:

The Department of Resilience & Sustainability recommends awarding a contract to Ahlborg Construction Corporation of Warwick, RI for Construction Manager at Risk (CMaR) Services for Renovations to the Florence Gray Center. This contract includes a Pre-Construction Services Fee of \$39,000. At a later date (estimated Summer 2025) in the construction procurement process, the Guaranteed Maximum Price will be calculated with a total contract amount not exceed \$5,500,000, and will be presented to City Council for approval at that time.

BACKGROUND AND FINDINGS:

The Rhode Island Pandemic Recovery Office (PRO) awarded the City of Newport \$7.5 Million as part of its Capital Projects Fund-Community Learning Center Program (CPF-CLC) to support renovations to the Florence Gray Community Center and the residents of both Newport and Middletown. The Subaward Agreement between the City and PRO was signed March 2024 and outlines the City's responsibilities for fulfilling the obligations of the program, including Financial Management Standards, with a term stating that the facility must reach substantial completion with a Certificate of Occupancy by October 31, 2026.

In February 2024, the City entered into a Subrecipient Agreement with the Newport Housing Authority (owner of Florence Gray Center) and the Boys and Girls Club of Newport County. In February 2025, a Request for Proposals was released by the city of Newport and Newport Housing Authority for Construction Manager at Risk (CMaR) services to oversee the construction phase of the project. This competitive bid process resulted in the recommended award of the contract to Ahlborg Construction Corporation of Warwick, RI. The contract is broken into two distinct phases: Preconstruction Phase and Construction Phase. The AIA A133 specifies a lump sum of \$39,000 for Preconstruction Phase services and an overall construction budget of \$5,500,000.

PREVIOUS LEGISLATIVE ACTION

Resolution 2023-76
Resolution 2023-98
Resolution 2023-113
Resolution 2023-129

Subaward Agreement – State of RI Pandemic Recovery Office & City of Newport (“Subrecipient Entity”)
Subrecipient Agreement – City of Newport, Housing Authority of Newport, The Boys and Girls Club of Newport County

FISCAL IMPACT

Currently Budgeted (Account 30100420-050700-30068) Requires additional appropriation No Fiscal Impact

SUPPORTING DOCUMENTS

Resolution
KCM Memo dated 4/11/2025
AIA A133 Contract

Finance Dept. Review: *4/16/25* Date By: *RJN* (if applicable)

THE CITY OF NEWPORT

**RESOLUTION
OF THE
COUNCIL**

No.

WHEREAS: the Rhode Island Pandemic Recovery Office (PRO) awarded the City of Newport \$7.5 Million as part of its Capital Projects Fund-Community Learning Center Program (CPF-CLC) to support renovations to the Florence Gray Community Center and the residents of both Newport and Middletown; and

WHEREAS: the City entered into a Subrecipient Agreement with Newport Housing Authority (owner of Florence Gray Center) and Boys and Girls Club of Newport County in accordance with 220-RICR-20-00-2, Rules and Regulations for Grant-Making Involving Federal Funds, consistent with requirements of the CPF; and

WHEREAS: the City of Newport and Newport Housing Authority advertised a Request for Proposals for Construction Manager at Risk (CMaR) services for Renovations to Florence Gray Center on February 21, 2025; and

WHEREAS: award is recommended to Ahlborg Construction Corporation of Warwick, RI with a contract is broken into two distinct phases: Preconstruction Phase and Construction Phase;

WHEREAS: the contract with Ahlborg Construction Corporation includes a Pre-Construction Services Fee of \$39,000. At a later date (estimated Summer 2025) in the construction procurement process, the Guaranteed Maximum Price will be calculated with a total contract amount not exceed \$5,500,000, and will be presented to City Council for approval at that time. NOW, THEREFORE, BE IT

RESOLVED: that the City of Newport award Ahlborg Construction Corporation of Warwick, RI contract for CMaR services per the fee structure that includes \$39,000 for Pre-Construction Services, and at a later date a Guaranteed Maximum Price not to exceed \$5,500,000 will be presented to City Council for approval, and the Council Chair is authorized to sign said contract on behalf of the City, subject to favorable review by the City Solicitor.

IN COUNCIL
READ AND PASSED

Laura C. Swistak
City Clerk

THE CITY OF NEWPORT

RESOLUTION

**OF THE
COUNCIL**

No. 2023-129

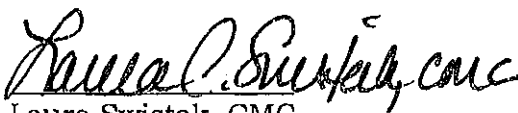
WHEREAS, the State of Rhode Island Pandemic Recovery Office ("PRO") is allocating funds and administering an American Rescue Plan Act Capital Projects Fund Community Learning Centers Grants program ("the grant"). The purpose of the grant is to provide capital projects funds to municipalities to build learning centers that offer programs and services in three focus areas, which include support to students, workforce development and health monitoring and services; and

WHEREAS, both Middletown and Newport have received an allocation of grant funds to provide community learning centers. Newport submitted a stage two application to provide capital funding to the Florence Gray Center to make capital improvements that will specifically support and expand programming in the areas of student learning, workforce development and health monitoring and services. Middletown and Newport have agreed to combine their allocations and provide the community learning center at the Florence Gray Center to both Newport and Middletown residents and students; and

WHEREAS, a Memorandum of Agreement has been prepared between the respective communities to set forth the understanding and responsibilities of receiving the grant funds and complying with the requirements of the grant. NOW THEREFORE, BE IT

RESOLVED: that the Memorandum of Agreement between the City of Newport and the Town of Middletown to combine their grant allocations to provide funding for a community learning center at the Florence Gray Center for both Newport and Middletown residents and students is hereby approved and the Mayor is authorized to sign said Memorandum of Agreement on behalf of the City, subject to review of the City Solicitor's office.

IN COUNCIL
READ AND PASSED
DECEMBER 13, 2023



Laura Swistak, CMC
City Clerk

THE CITY OF NEWPORT

RESOLUTION

OF THE

COUNCIL

No.2023-113

WHEREAS, Governor McKee created the Learn 365RI challenge to help advance the concept of expanding the culture of learning from the 180-day school year to a full 365-day calendar year, offering municipalities the opportunity to pursue funding for after school and summer programs; and

WHEREAS, the City Council, via Resolution No, 2023-76 dated June 28, 2023, has resolved to work to pursue funding under the Learn 365RI initiative to support the educational and engagement opportunities for Newport's students; and

WHEREAS, to provide collaboration under this program with not-for-profit and community organizations, the attached Memorandum of Understanding (MOU) with each of the following community partners is in furtherance of this initiative and has been developed for Council's consideration: Community College RI, Newport County Boys and Girls Club, Newport Public Schools, Fab Newport, East Bay community Action Program/Newport Family Child Opportunity Zone , Martin Luther King Jr. Community Center, and RI Student Loan Authority. NOW THEREFORE BE IT RESOLVED

RESOLVE, the attached MOU's with the above listed community partners are approved and the Mayor is authorized to sign said agreements on behalf of the City, subject to review of the City Solicitor's Office.

IN COUNCIL
READ AND PASSED
OCTOBER 11, 2023



Laura C. Swistak, CMC
City Clerk

THE CITY OF NEWPORT

**RESOLUTION
OF THE
COUNCIL**

NO.2023-98

**Resolution in support of Rhode Island
Community Learning Centers Compact
Municipal Grant Program**

- WHEREAS, the City of Newport (“Newport”) believes a culture of continuous learning is essential to the fabric of the community – whether it’s out-of-school learning, learning new job skills, or learning healthy habits. Moreover, as Rhode Islanders, we recognize that all of us together have a role to play in adding 1 million hours of out-of-school learning time per year across our state to help improve educational outcomes, increasing per capita income, and living healthy lives; AND
- WHEREAS, Newport aspires to be among the very best public education systems in New England and the United States; AND
- WHEREAS, Newport aims to foster a culture of innovation, collaboration, and increased awareness of learning opportunities for all community members; AND
- WHEREAS, Newport will continue to explore participating in and creating learning opportunities that support and enhance efforts both inside and outside of the traditional school settings and schedules to enhance learning outcomes; AND
- WHEREAS, Newport will work to ensure that the children and adult learners are exposed to and deeply engaged in learning activities of all kinds, including professional development, job training, and physical and mental health education and screening; AND
- WHEREAS, Governor Daniel J. McKee has opened the process for the Community Project Funding (“CPF”) Community Learning Centers Municipal Grants to help support multi-purpose community facility projects that enable work, education and health monitoring, and Newport is eligible to receive \$1.4MM for the construction of or capital improvements to eligible community center facilities; NOW THEREFORE BE IT
- RESOLVED That the City of Newport shall work to pursue funding under the CPF Community Learning Centers Municipal Grant program to help support the improvement of eligible community center facilities that help improve educational, workforce development and health outcomes and engagement of Newport’s residents.

XAY KHAMSYVORAVONG
MARK ARAMLI
JEANNE-MARIE NAPOLITANO
LYNN UNDERWOOD CEGLE
DAVID R. CARLIN III
CHARLES M. HOLDER, JR.

IN COUNCIL
READ AND PASSED
AUGUST 23, 2023

A handwritten signature in cursive script, appearing to read "Laura C. Swistak, CMC". The signature is written in black ink and is positioned above the printed name and title.

Laura C. Swistak, CMC
City Clerk

THE CITY OF NEWPORT

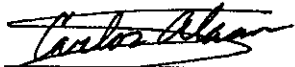
RESOLUTION
OF THE
COUNCIL

NO. 2023-76

- WHEREAS, Newport recognizes that improving educational outcomes is central to raising the incomes of those who live in our community and ensuring all residents lead healthier lives. Moreover, as Rhode Islanders, we recognize that all of us together have a role to play in adding 1 million hours of out-of-school learning time per year across our state to help reach our goal of improving educational outcomes; AND
- WHEREAS, Newport aspires to be among the very best public education systems in New England and the United States; AND
- WHEREAS, Newport aims to foster a culture of innovation, collaboration, and increased awareness of learning opportunities for all community members; AND
- WHEREAS, Newport will continue to explore participating in and creating learning opportunities that support and enhance efforts both inside and outside of the traditional school settings and schedules to enhance learning outcomes; AND
- WHEREAS, Newport works to ensure that children and adult learners are exposed to and deeply engaged in learning activities; AND
- WHEREAS, Governor Daniel J. McKee has created the Learn365RI Challenge to help advance the concept of expanding the culture of learning from the 180-day school year to a full 365- day calendar year, offering Newport the opportunity to pursue funding for after school and summer programs; NOW THEREFORE BE IT
- RESOLVED That the City of Newport shall work to pursue funding under Learn365RI to help support the educational outcomes and engagement of Newport's students.

XAY KHAMSYVORAVONG

IN COUNCIL
READ AND PASSED
JUNE 28, 2023



Sulpicio C. Alaán III
Deputy City Clerk



Memo

To: Teresa Crean (City of Newport)
From: Manny Ferreira
cc: Alessandro Casagrande, Jim Nolan
Date: 4/11/2025
Re: Florence Gray Community Learning Center – CMAR Procurement Summary

Dear Teresa,

The following is a summary of the major events that have occurred in the procurement of the CMAR:

- **February 21, 2025** - a Request for Qualifications/Proposals (RFQP) was publicly published on bidnetdirect.com and on the Housing Authority of the City of Newport's website.
- **February 28, 2025** - pre-bid conference was held on site.
- **March 11, 2025** - responses to Bidder questions were answered in the form of an Addendum which was published on the abovementioned websites prior to the bid due date.
- **March 14, 2025** - public bid opening was held at the Housing Authority of the City of Newport where four (4) bids were received and opened publicly.
- **March 19, 2025 and March 20, 2025** – all four bidders were interviewed.
- **March 24, 2025** – evaluation reports (scorecards) were completed by three members of the owner/development team. The evaluation followed a 100 point system as described in the RFQP.
- **March 28, 2025** – bidder total scores were totaled, and a bid award summary was created which identified "Ahlborg Construction" as the winning bidder based on the highest total score.
- **April 11, 2025** – draft CMAR contract submitted to be included in the April 23, 2025 City Council meeting for approval to enter into an agreement with Ahlborg Construction.

A copy of the draft CMAR-Owner contract is attached to this memo. The following is a summary of the CMAR-Owner contract.



The CMAR-Owner contract used is an AIA A133 standard form of agreement between Owner and Construction Manager as Constructor where the basis of payment is the cost of the work plus a fee with a Guaranteed Maximum Price (GMP.)

The contract is broken into two distinct phases: Preconstruction Phase and Construction Phase. The AIA A133 specifies a lump sum of \$39,000 for Preconstruction Phase services and an overall construction budget of \$5,500,000.

During the Preconstruction (Design) Phase, the CMAR will work closely with Owner team and Architect to consult on topics such as schedule, phased construction, constructability, plan reviews / general consultation, and provide construction cost estimates (draft GMP) at 100% Design Development and 60% Construction Documents.

The cost estimates will be shared with the Architect who will then adjust their drawings and specifications to ensure that a \$5,500,000 construction budget is being proposed.

At the completion of 100% Construction Documents, the CMAR will provide the Owner and Architect with a final GMP. Once the GMP is agreed upon, the GMP will be added to the AIA A133 as Exhibit A – GMP Amendment.

Please feel free to contact me with any questions or concerns.

Thank you,

A handwritten signature in black ink, appearing to read 'Manny B. Ferreira'.

Manny B. Ferreira, RA

Owner's Project Manager for Florence Gray Community Learning Center Project
KCM Group
312 Waterman Ave
East Providence, RI 02914
Mobile: (401) 644-4107
E-mail: mferreira@kcmgroupri.com

Attachments:

- Draft AIA A133 CMAR-Owner Contract



AIA® Document A133® – 2019

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the 25th day of April in the year 2025
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

The Housing Authority of the City of Newport
120B Hillside Avenue
Newport, RI 02840

The City of Newport, Rhode Island
43 Broadway
Newport, RI 02840

and the Construction Manager:
(Name, legal status, address, and other information)

Ahlborg Construction Corporation
355 Centerville Road
Warwick, RI 02889

for the following Project:
(Name, location, and detailed description)

Florence Gray Community Learning Center Phase 1
1 York Street
Newport, RI 02840

The Architect:
(Name, legal status, address, and other information)

Brewster Thornton Group Architects LLP
317 Iron Horse Way, Suite 202
Providence, RI 02908

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 GENERAL PROVISIONS
- 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES
- 4 OWNER'S RESPONSIBILITIES
- 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES
- 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES
- 7 COST OF THE WORK FOR CONSTRUCTION PHASE
- 8 DISCOUNTS, REBATES, AND REFUNDS
- 9 SUBCONTRACTS AND OTHER AGREEMENTS
- 10 ACCOUNTING RECORDS
- 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES
- 12 DISPUTE RESOLUTION
- 13 TERMINATION OR SUSPENSION
- 14 MISCELLANEOUS PROVISIONS
- 15 SCOPE OF THE AGREEMENT

EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT

EXHIBIT B INSURANCE AND BONDS

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Refer to Exhibit C

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Refer to Exhibit C

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:

(Provide total and, if known, a line item breakdown.)

five million, five hundred thousand dollars (\$5,500,000.00)

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Schematic Design	February 2025
Design Development	March 2025
60% Construction Documents	May 2025
100% Construction Documents	July 2025

.2 Construction commencement date:

August 1, 2025 or sooner

.3 Substantial Completion date or dates:

July 31, 2026

.4 Other milestone dates:

Occupancy by September 1, 2026

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:
(Identify any requirements for fast-track scheduling or phased construction.)

Construction Manager shall coordinate with Owner/Architect to identify and plan fast-track scheduling, and/or phased construction as part of the Preconstruction Phase services.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234-2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234-2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:
(List name, address, and other contact information.)

Manny B. Ferreira, RA
Owner's Project Manager
KCM Group
312 Waterman Avenue
East Providence, RI 02914
Mobile: (401) 644-4107
Email: mferreira@kcmgroupri.com

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:
(List name, address and other contact information.)

Maria Smith, RA
Owner's Assistant Project Manager
KCM Group
312 Waterman Avenue
East Providence, RI 02914
Mobile: (401) 406-0058
Email: msmith@kcmgroupri.com

§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

TBD

.2 Civil Engineer:

Vanasse Hangen Brustlin, Inc
1 Cedar Street, Suite 400
Providence, RI 02908
(Contracted via Architect)

.3 Other, if any:

(List any other consultants retained by the Owner, such as a Project or Program Manager.)

SAGE Environmental, Inc.
301 Friendship Street
Providence, RI 02903

§ 1.1.11 The Architect's representative:
(List name, address, and other contact information.)

Anjali Dole, AIA, NCARB
Associate | Senior Project Manager
Brewster Thornton Group Architects, LLP
317 Iron Horse Way, Suite 202
Providence, RI 92908
Phone: (401) 861-1600 ext 108
Email: anjalid@brewsterthornton.com

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:
(List name, address, and other contact information.)

Glenn R. Ahlborg
Vice President & Director of Construction Operations
Ahlborg Construction Corp
355 Centerville Road
Warwick, RI 02886

Phone: (401)681-4949 ext 102
Email: gahlborg@ahlborg.com

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:

(List any Owner-specific requirements to be included in the staffing plan.)

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:

(List any Owner-specific requirements for subcontractor procurement.)

The Construction Manager shall obtain a minimum of three (3) competitive bids or proposals for each major trade or scope of Work, to the extent practicable. The Construction Manager shall present all bids to the Owner, including identification of recommended subcontractors, and provide an analysis of each.

§ 1.1.15 Other Initial Information on which this Agreement is based:

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™-2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information;

Init.

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User Notes:

(1181638997)

Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201-2017, which document is incorporated herein by reference. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing written protocols for the development, use, transmission, reliance, and exchange of digital data, including building information models for the Project.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

Init.

§ 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

§ 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

Identify long-lead time items and work with the Owner/Design team to create a procurement plan for such long-lead time items.

§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

§ 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

§ 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

§ 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.4 **Structural and Environmental Tests, Surveys and Reports.** During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 4.1.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201-2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 4.2.1 **Legal Requirements.** The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™-2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the

Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

thirty nine thousand dollars (\$39,000.00)

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Not Applicable.

Individual or Position

Rate

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

(Paragraph deleted)

§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

(Insert rate of monthly or annual interest agreed upon.)

0.5 % per month

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 The Construction Manager's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

five point seven five percent (5.75 %)

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

five point seven five percent (5.75 %)

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

The percentages cited below shall be considered to include all indirect costs including, but not limited to, field and office managers, supervisors and assistants, incidental job burden, small tools, and general overhead allocations. The allowable percentage for overhead and profit are as follows:

1. To each Subcontractor for work performed by the Subcontractor's own forces: 12% of the Subcontractor's actual costs.
2. To each Subcontractor for work performed by a sub-contractor: 10% of the sub-contractor's actual costs (not including the sub-contractor's overhead and profit.)

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed percent (%) of the standard rental rate paid at the place of the Project.

Rental rates shall be included with the GMP amendment.

§ 6.1.6 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

Liquidated damages shall be assessed at \$1,000 per calendar day for each day Substantial Completion is delayed beyond the required completion date.

§ 6.1.7 Other:
(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

Cost savings in the GMP shall revert to the Owner.

§ 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

§ 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201-2017, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201-2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

§ 7.2.2.1 Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:

(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)

§ 7.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201-2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201-2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

Init.

§ 7.6.10 Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201-2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201-2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- .3 Expenses of the Construction Manager's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- .5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;

- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .9 Costs for services incurred during the Preconstruction Phase.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the first day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the 15th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than forty five (45) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 11.1.7 In accordance with AIA Document A201-2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the

Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

- § 11.1.7.2 The amount of each progress payment shall then be reduced by:
- .1 The aggregate of any amounts previously paid by the Owner;
 - .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
 - .3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;
 - .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;
 - .5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner’s auditors in such documentation; and
 - .6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

five percent (5%)

§ 11.1.8.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

Building Permits and Bonds are not subject to retainage.

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

The Owner will consider a reduction in retainage percent from 5% to 2.5% upon Substantial Completion of the work included in the Contract. Retainage can be further lowered to 1% at Occupancy.

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage, such as upon completion of the Owner’s audit and reconciliation, upon Substantial Completion.)

In addition to items listed in Section 11.2, final retainage released upon receipt and acceptance of all closeout documents.

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 11.1.10 Except with the Owner’s prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201-2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201-2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201-2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment and the Construction Manager has completed all punch list items and fulfilled all obligations set forth in the Contract Documents and funding requirements.

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

§ 11.3 Interest

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Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

0.5 % per month

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. However, for Claims arising from or relating to the Construction Manager’s Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

§ 12.1.2 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager’s Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 12.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

- Arbitration pursuant to Article 15 of AIA Document A201–2017
- Litigation in a court of competent jurisdiction
- Other: (Specify)

If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days’ written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days’ written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager’s compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days’ written notice to the Construction Manager for the Owner’s convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days’ written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

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§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment

§ 13.2.1 Termination

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201-2017.

§ 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201-2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201-2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201-2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such

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steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.2.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:

(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager only for Work properly executed and costs incurred up to the date of termination. No termination fee shall be payable.

§ 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 14.3.1.1 Commercial General Liability with policy limits of not less than one million dollars (\$ 1,000,000.00) for each occurrence and one million dollars (\$ 1,000,000.00) in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than one million dollars (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 14.3.1.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than one hundred thousand dollars (\$ 100,000.00) each accident, one hundred thousand dollars (\$ 100,000.00) each employee, and one hundred thousand dollars (\$ 100,000.00) policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ 14.3.1.6 Other Insurance

(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage

Limits

§ 14.3.1.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

§ 14.3.2 **Construction Phase**

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™-2019 Exhibit B, and elsewhere in the Contract Documents.

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 14.5 Other provisions:

14.5.1 – Exhibit A Guaranteed Maximum Price Amendment shall be completed following completion of 100% Construction Documents.

14.5.2 – Exhibit B Insurance and Bonds shall be completed at the same time as Exhibit A.

ARTICLE 15 SCOPE OF THE AGREEMENT

§ 15.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 15.2 The following documents comprise the Agreement:

- .1 AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed
- .3 AIA Document A133™-2019, Exhibit B, Insurance and Bonds
- .4 AIA Document A201™-2017, General Conditions of the Contract for Construction

.5 Building Information Modeling Exhibit, if completed:

.6 Other Exhibits:
(Check all boxes that apply.)

AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:
(Insert the date of the E234-2019 incorporated into this Agreement.)

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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.7 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Exhibit C – Request for Qualifications/Proposal & Addenda
Exhibit D – Rhode Island Prevailing Wage Requirements
Exhibit E – Owner Tax Exempt Certificates
Exhibit F – Partial Release of All Claims from Contractor
Exhibit G – Partial Release of All Claims from Subcontractor/Material Supplier/Equipment Vendor
Exhibit H – Final Release of All Claims from Contractor
Exhibit I – Final Release of All Claims from Subcontractor/Material Supplier/Equipment Vendor
Exhibit J – ISBE Requirements
Exhibit K – HACN Section 3 Plan
Exhibit L – Civil Rights Compliance
Exhibit M – Ahlborg Construction Bid Form

This Agreement is entered into as of the day and year first written above.

Owner:

Signature:

Title:

Printed Name:

Address:

Contractor:

Signature:

Title:

Printed Name:

Address:

Tel:

Cell:

E-Mail:

Tel:

Cell:

E-Mail:

Owner:

Signature:

Title:

Printed Name:

Address:

Tel:

Cell:

E-Mail:

Additions and Deletions Report for **AIA® Document A133® – 2019**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:36:48 ET on 04/14/2025.

PAGE 1

AGREEMENT made as of the 25th day of April in the year 2025

...

(Name, legal status, address, and other information)

The Housing Authority of the City of Newport
120B Hillside Avenue
Newport, RI 02840

...

The City of Newport, Rhode Island
43 Broadway
Newport, RI 02840

...

Ahlborg Construction Corporation
355 Centerville Road
Warwick, RI 02889

...

Florence Gray Community Learning Center Phase 1
1 York Street
Newport, RI 02840

...

Brewster Thornton Group Architects LLP
317 Iron Horse Way, Suite 202
Providence, RI 02908

PAGE 2

Refer to Exhibit C

...

Refer to Exhibit C

...

five million, five hundred thousand dollars (\$5,500,000.00)

PAGE 3

<u>Schematic Design</u>	<u>February 2025</u>
<u>Design Development</u>	<u>March 2025</u>
<u>60% Construction Documents</u>	<u>May 2025</u>
<u>100% Construction Documents</u>	<u>July 2025</u>

...

August 1, 2025 or sooner

...

July 31, 2026

...

Occupancy by September 1, 2026

...

Construction Manager shall coordinate with Owner/Architect to identify and plan fast-track scheduling, and/or phased construction as part of the Preconstruction Phase services.

...

Manny B. Ferreira, RA
Owner's Project Manager
KCM Group
312 Waterman Avenue
East Providence, RI 02914
Mobile: (401) 644-4107
Email: mferreira@kcmgroupri.com

PAGE 4

Maria Smith, RA
Owner's Assistant Project Manager
KCM Group
312 Waterman Avenue
East Providence, RI 02914
Mobile: (401) 406-0058
Email: msmith@kcmgroupri.com

...

TBD

...

Vanasse Hangen Brustlin, Inc
1 Cedar Street, Suite 400
Providence, RI 02908
(Contracted via Architect)

...

(List any other consultants retained by the Owner, such as a Project or Program Manager.)

SAGE Environmental, Inc.
301 Friendship Street
Providence, RI 02903

...

Anjali Dole, AIA, NCARB
Associate | Senior Project Manager
Brewster Thornton Group Architects, LLP
317 Iron Horse Way, Suite 202
Providence, RI 92908
Phone: (401) 861-1600 ext 108
Email: anjalid@brewsterthornton.com

...

Glenn R. Ahlborg
Vice President & Director of Construction Operations
Ahlborg Construction Corp
355 Centerville Road
Warwick, RI 02886
Phone: (401)681-4949 ext 102
Email: gahlborg@ahlborg.com
PAGE 5

The Construction Manager shall obtain a minimum of three (3) competitive bids or proposals for each major trade or scope of Work, to the extent practicable. The Construction Manager shall present all bids to the Owner, including identification of recommended subcontractors, and provide an analysis of each.

PAGE 8

Identify long-lead time items and work with the Owner/Design team to create a procurement plan for such long-lead time items.

PAGE 11

thirty nine thousand dollars (\$39,000.00)

...

Not Applicable.

...

~~§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within () months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.~~

...

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

...

0.5 % per month

...

five point seven five percent (5.75 %)

...

five point seven five percent (5.75 %)

PAGE 12

The percentages cited below shall be considered to include all indirect costs including, but not limited to, field and office managers, supervisors and assistants, incidental job burden, small tools, and general overhead allocations. The allowable percentage for overhead and profit are as follows:

1. To each Subcontractor for work performed by the Subcontractor's own forces: 12% of the Subcontractor's actual costs.
2. To each Subcontractor for work performed by a sub-contractor: 10% of the sub-contractor's actual costs (not including the sub-contractor's overhead and profit.)

...

Rental rates shall be included with the GMP amendment.

...

Liquidated damages shall be assessed at \$1,000 per calendar day for each day Substantial Completion is delayed beyond the required completion date.

...

Cost savings in the GMP shall revert to the Owner.

PAGE 17

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the first day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the 15th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than forty five (45) days after the Architect receives the Application for Payment.

PAGE 18

five percent (5%)

...

Building Permits and Bonds are not subject to retainage.

...

The Owner will consider a reduction in retainage percent from 5% to 2.5% upon Substantial Completion of the work included in the Contract. Retainage can be further lowered to 1% at Occupancy.

...

In addition to items listed in Section 11.2, final retainage released upon receipt and acceptance of all closeout documents.

PAGE 19

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for ~~Payment, or as follows:~~ Payment and the Construction Manager has completed all punch list items and fulfilled all obligations set forth in the Contract Documents and funding requirements.

PAGE 20

0.5 % per month

...

[] Arbitration pursuant to Article 15 of AIA Document A201-2017

PAGE 22

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201-2017, then the Owner shall pay the Construction Manager only for Work properly executed and costs incurred up to the date of termination. No termination fee shall be payable.

...

§ 14.3.1.1 Commercial General Liability with policy limits of not less than one million dollars (\$ 1,000,000.00) for each occurrence and one million dollars (\$ 1,000,000.00) in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than one million dollars (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

PAGE 23

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than one hundred thousand dollars (\$ 100,000.00) each accident, one hundred thousand dollars (\$ 100,000.00) each employee, and one hundred thousand dollars (\$ 100,000.00) policy limit.

...

14.5.1 – Exhibit A Guaranteed Maximum Price Amendment shall be completed following completion of 100% Construction Documents.

14.5.2 – Exhibit B Insurance and Bonds shall be completed at the same time as Exhibit A.

PAGE 24

Exhibit C – Request for Qualifications/Proposal & Addenda

Exhibit D – Rhode Island Prevailing Wage Requirements

Exhibit E – Owner Tax Exempt Certificates

Exhibit F – Partial Release of All Claims from Contractor

Exhibit G – Partial Release of All Claims from Subcontractor/Material Supplier/Equipment Vendor

Exhibit H – Final Release of All Claims from Contractor

Exhibit I – Final Release of All Claims from Subcontractor/Material Supplier/Equipment Vendor

Exhibit J – ISBE Requirements

Exhibit K – HACN Section 3 Plan

Exhibit L – Civil Rights Compliance\

Exhibit M – Ahlborg Construction Bid Form

OWNER (Signature)

CONSTRUCTION MANAGER (Signature)

(Printed name and title)

Owner:

Signature: _____
Title: _____
Printed Name: _____
Address: _____

Tel: _____
Cell: _____
E-Mail: _____

Owner:

Signature: _____
Title: _____
Printed Name: _____
Address: _____

Tel: _____
Cell: _____
E-Mail: _____

(Printed name and title)

Contractor:

Signature: _____
Title: _____
Printed Name: _____
Address: _____

Tel: _____
Cell: _____
E-Mail: _____

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, manny ferreira, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:36:48 ET on 04/14/2025 under Order No. 2114606443 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

Owner's Project Manager | KCM Group

(Title)

4/14/2025

(Dated)



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 K*
Date: April 4, 2025
Subject: Award of Contract - RFP# 2025 - Small Boat Mooring Field Installation
Staff Presentation: Stephen C. Land, Harbormaster

RECOMMENDATION:

The Harbor Department recommends award of the contract for the construction and installation of a small boat mooring field to Rhode Island Mooring Service Inc., of North Kingstown Rhode Island, in the amount of \$24,000.

BACKGROUND AND FINDINGS:

The Harbor Department requested sealed proposals for the construction and installation of a small boat mooring field, solicited under RFP# 2025-MAR-002. Three proposals were received on March 24, 2025. The proposals were evaluated and Rhode Island Mooring Service was selected as the lowest qualified bidder.

Moorings in Newport are a highly coveted commodity with a far greater demand than supply. Additionally, the mooring fields are limited in the number, size, and location of moorings that can be safely added to the Harbor. This project will help to alleviate this demand by adding 10 new small boat moorings in a shallow draft area of Newport Harbor.

Individuals who are just starting boating, or enjoy boating on smaller crafts, will have a space to store their vessels. Public access will be increased to Newport waters.

PREVIOUS LEGISLATIVE ACTION

Resolution 2024-109

FISCAL IMPACT

Currently Budgeted (Account: 17190500-050440-170013) ___ Requires additional appropriation
___ No Fiscal Impact

SUPPORTING DOCUMENTS

Resolution
RFP Tabulation Sheet
Proposal
Corporate Information

Finance Dept. Review: 4/16/25 Date By: RJN (if applicable)

THE CITY OF NEWPORT

R E S O L U T I O N

**OF THE
C O U N C I L**

No.

WHEREAS: the City of Newport, Harbor Division requested sealed proposals for the construction and installation of a small boat mooring field, solicited under RFP# 2025-MAR-002. Three proposals were received on March 24th, 2025; and

WHEREAS: award has been recommended to the lowest, qualified bidder being Rhode Island Mooring Service Inc., of North Kingstown, RI in the amount of \$24,000. NOW THEREFORE, BE IT

RESOLVED: that the bid of Rhode Island Mooring Service Inc., of North Kingstown Rhode Island, is hereby accepted at a total cost of \$24,000 and the Mayor is authorized to sign said contract on behalf of the City, subject to favorable review by the City Solicitor.

IN COUNCIL
READ AND PASSED

Laura C. Swistak
City Clerk

Small Boat Mooring Field RFP (2025-MAR-002) Tabulation

1. Experience (25%):
2. Knowledge and understanding of the scope of work (20%):
3. Qualifications and experience of the manager who will be the City's principal Contact (15%):
4. Current written references of like work (20%):
5. Cost (20%):

Rhode Island Mooring Service	Aquidneck Mooring Company	Pleasant Street Wharf
1. 25	1. 25	1. 25
2. 20	2. 20	2. 20
3. 15	3. 15	3. 15
4. 20	4. 0	4. 20
5. 15	5. 20	5. 14
Total: 95	Total: 80	Total: 94

RFP (2025-MAR-002) winner: Rhode Island Mooring



RIMS Rhode Island Mooring Services Inc.

**Marina • Boat Services • Boat Storage
Mooring Systems • Marine Construction**

Mooring Field Installation Proposal: RFP# 2025-MAR-002

Proposed small boat mooring field, City of Newport (Spindle area)

Scope of Work:

Rhode Island Mooring Services would like to enter into contract with the City of Newport to install 10 low profile mooring systems in the Spindle area of the harbor as an addition to the existing "Small Boat Mooring Field". Systems would be prefabricated at our facility and transported to site by deck barge where they would be installed with the assistance of the harbormaster for optimal field layout. RIMS has previously installed 10 systems for the city of the same design and would be integrating them into one larger mooring field.

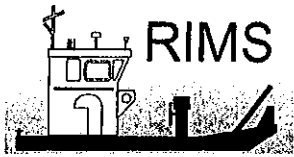
Company History and Personal:

Rhode Island Mooring Services has been one of the largest installer & service provider of moorings in Narragansett bay since incorporating in 1986. We have been serving Newport, Jamestown, North Kingstown, Warwick, East Greenwich and Portsmouth since and have at one time worked in almost every harbor in the state. Our crew is comprised of licensed Captains and a seasoned office staff. We are a small family owned and operated business but have grown into a full service marina , boatyard and marine construction outfit over the years. The Installation crew for this project will be David DeSalvo , co- owner and full time captain since 2008 and David Spiers, Deckhand since 2017. Our office staff Jesse Malo who has been orchestrating all mooring logistics since 2015 will be handling correspondence with the harbor department, billing & scheduling.

Mooring System Design:

Mooring systems will be designed to have a 2.5:1 scope in an estimated MHW of 10 feet. Bottom chains will be 13 feet and top chains 13 feet respectively. In the event depths are shallower or deeper than 10ft MHW the chain lengths will be adjusted to maintain a 2.5: 1 scope as requested in the RFP.

Moorings placed in depths over 15'MHW will require a change order to account for the addition of materials.



RIMS Rhode Island Mooring Services Inc.

**Marina • Boat Services • Boat Storage
Mooring Systems • Marine Construction**

Each system will be comprised of the following components:

- 2000 # concrete re-enforced with welded rebar frame (ferro-cement), Hasp domestic cold rolled A36 steel, outside diameter 1 1/4". Mooring blocks are 4ft x 4ft x 15 inches tall with beveled sides to eliminate chain wrapping issues.
- 5/8" USA galvanized proof coil chain grade 30 bottom chain
- 1/2" USA galvanized proof coil chain grade 30 top chain
- USA made load rated galvanized screw pin shackles
- USA Made 5/8" x 6 ft polyesters double braid pennant
- USA Made 24" Gillman soft lite keg style closed cell mooring buoys*

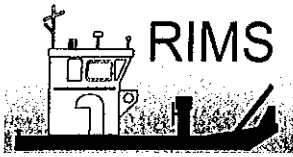
2000# concrete blocks are in our opinion equal to or better holding than 500# Mushrooms which is backed by both the North Kingstown and Jamestown harbor ordinance plans rating them for the same size vessels (up to 34 ft), This anchor gives a significant safety factor for vessels up to 2000#s and 25 feet LOA (specified in RFP).

This system is 100% high quality domestic materials. We currently have over 500 of these exact 2000# ferro-cement blocks deployed over Narragansett Bay and have never seen a structural failure. Average lifespan for these blocks is 25 plus years without any repairs needed. We service over 900 moorings in Narragansett Bay and over 90 percent of these systems are concrete anchors that we build in house and have been installing for almost 40 years.

Cost per mooring installed: **\$2,400** each quantity 1-10

Cost for 10 new systems: **\$24,000**

Installation:



RIMS Rhode Island Mooring Services Inc.

**Marina • Boat Services • Boat Storage
Mooring Systems • Marine Construction**

We would appreciate the opportunity to continue working on this project with the harbor department and are excited for this addition of public boat access. Quoted installation price is for the 10 new mooring systems but will also cover adjustments needed to the original 10 systems to maximize the space available.

Captain & crew will be available to meet with the Harbor Department staff to look at field layout on site or in office to come up with a set of coordinates for each mooring and confirm depths.

Installation will take place in spring over the course of 2-3 days on site with the harbormaster. Materials may be loaded and stored in the field ahead of time to speed up the installation. We typically transport 8-10 blocks this size at a time by barge depending on weather and associated tackle needed.

Installation will be performed by a heavy lifting twin screw A-frame work boat that is custom designed to perform this work with high precision. Fine adjustments throughout the field layout will be able to be conducted from deck and without the use of airbags or divers. Detailed reports of each system, its coordinates, depth and components will be submitted to the harbor department upon project completion.

Pictures are included showing mooring tender & deck barge loaded for a similar project. Pictures of the existing small boat mooring field and the buoys we will be matching are also included.

Scheduling:

RIMS currently has 100% of the materials on hand for this project and can begin assembling the systems within 1 week of the bid award. Systems would be available for installation shortly thereafter. RIMS will be able to complete the work by the specified **June 16th 2025** deadline with the majority of the work being performed between May 15th - June 15th

RI Moorings agrees to honor the quotation of this project for 60 days from submission (3/19/2025). A purchase order or written agreement from the City of Newport will be required from the city before cutting & assembly of components can begin.

Please direct any questions about the above proposal to Jesse@RIMOORINGS.COM
(401-295-2502)

• 15 Patrol Rd • North Kingstown RI 02852 • Tel (401) 295-2502 • Fax (401) 295-4718 • email: moorings@rimoorings.com •

THE CITY OF NEWPORT

RESOLUTION

**OF THE
COUNCIL**

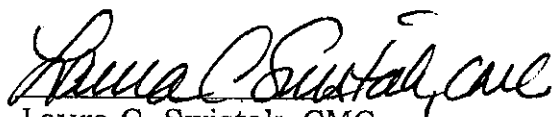
No. 2024-109

WHEREAS: the City of Newport, Harbor Division requested sealed proposals for the construction and installation of a small boat mooring field, solicited under RFP #23-026. Proposals were received on January 18th, 2023; and

WHEREAS: award has been recommended to the lowest, qualified bidder being Rhode Island Mooring Service Inc., of North Kingstown, RI in the amount of \$20,000. NOW THEREFORE, BE IT

RESOLVED: that the bid of Rhode Island Mooring Service Inc., of North Kingstown Rhode Island, is hereby accepted at a total cost of \$20,000, and the Mayor is authorized to sign said contract on behalf of the City, subject to favorable review by the City Solicitor.

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: Collin K. Kennedy, MPA, City Manager *Collin Kennedy*
Date: April 10, 2025
Subject: Harbor Ordinance Amendments – Commercial Dock Permit and Fee
Staff Presentation: Stephen C. Land, Harbormaster

RECOMMENDATION:

It is the recommendation of the Harbormaster to approve the attached ordinance amendments establishing vessel access to the City's marine terminal docks, and codifying commercial dock permits for vessel access. These ordinance changes will develop permits to help manage the City's marine terminal, which consists of commercial docks, pick up drop off docks and transient docks.

BACKGROUND AND FINDINGS:

The Harbor Department recommends a revision to City Ordinances 12.28.100 and 12.28.200 to provide for a Commercial Dock Permit and Fee for ferries, shuttles, charter vessels, educational vessels and cruise ship tenders operating at Perrotti Park and the Ann Street Pier. The establishment of this permitting process will improve management of the use of the landings and will also provide revenue for infrastructure maintenance and improvements.

The Waterfront Commission has provided a letter of support advising that the Commission voted unanimously in favor of the proposed fees and strongly recommended that Council approve the proposed amendments.

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT

Currently Budgeted (Account _____) Requires additional appropriation No Fiscal Impact

Revenue to the Harbor Fund

SUPPORTING DOCUMENTS

Proposed Ordinance Amendment
Waterfront Commission Support Letter

Finance Dept. Review: 4/16/25 Date By: RJN (if applicable)

RED=DELETE

BLUE=ADD

CITY OF NEWPORT

ORDINANCE

OF THE

COUNCIL

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 for the marine terminal dock is restricted to:
 - a. Vessels engaged in approved permitted ferry service, ~~cruise ship service, and~~ harbor shuttle service, charter vessels and educational vessels. All vessels must obtain a permit from the Harbormaster's office.
 - b. Harbormaster and emergency vessels.
 - c. Cruise ship tenders.
3. Transient Dock
 - ea. Daily/hourly vessel dock rental under the direction of the harbormaster.
 - eb. Dingy dockage on the north side of the floating transient dock.
 - ec. Vessel loading/unloading.

C. Commercial Dock Permit

1. Commercial vessels must obtain a Perrotti Park Commercial Dock Permit before operating from City owned piers. There are two categories of permits. One for commercial dock permits and one for charter dock permits. Permits can be obtained from the Harbormaster's office. Permits are good from May 1st to October 31st. This permit grants operators temporary dockage for loading and unloading passengers only. Vessels must vacate the dock when not engaged in loading and unloading passengers.
 - a. Shuttle/ferries operating an intermodal transportation program must obtain a Perrotti Park Commercial Dock Permit. These vessels may operate out of Perrotti Park and Ann St. Pier.
 - b. Pickup/drop off permits are good for Perrotti Park only. This permit is for vessels engaging in charter for hire services.
 - c. Applicants for both permits must provide a Coast Guard Certificate of Inspection (if required), copies of captain's licenses for operators of each vessel in operation, a hold harmless and indemnification agreement in favor of the city and a Certificate of Insurance providing proof of insurance in accordance with the recommendations of the Rhode Island Interlocal Risk Management Trust for the applicant's operations. Businesses for commercial dock permits must provide seasonal ridership numbers to the Harbormaster's office.

d. The price of the permit is \$750 with \$50 for each additional vessel.

CD. 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.

DE. 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.
3. Daily dinghy dockage. No overnight dinghy dockage.
4. Loading dock for harbor shuttles.

EF. 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.

FG. Van Zandt Pier. All vessel access is prohibited, including dinghies.

GH. Elm Street Pier. Vessel access is limited to the floating dock area for use as a loading dock only.

HI. 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

12.28.200. Fees and fines.

- A. Fees. Fees are nonrefundable. Minimum fees are based on a two hundred fifty (250) pound weight.
1. New Mooring Permit Application Fee: Twenty-five dollars (\$25.00) (to be applied to the first year permit fee once a mooring has been assigned).
 2. Mooring Waiting List Annual Renewal Fee: Ten dollars (\$10.00).
 3. Newport Harbor Private Mooring Permit Annual Fee:
 - a. Resident: Sixty-three cents (\$.63) per pound of required mooring weight, but not less than one hundred fifty-seven dollars and fifty cents (\$157.50).
 - b. Nonresident: One dollar and twenty-seven cents (\$1.27) per pound of required mooring weight, but not less than three hundred seventeen dollars (\$317.00).
 4. Newport Harbor Rental Mooring Permit Annual Fee: One dollar and sixty-one cents (\$1.61) per pound of required mooring weight, but not less than four hundred two dollars (\$402.00).
 5. South Shore Coastal Area Mooring Permit Annual Fee: One-half of the Newport Harbor private mooring permit annual fee.
 6. Seasonal Dry Storage Annual (April 1 through November 30 or part thereof) Fee:
 - a. Resident: Forty dollars (\$40.00).
 - b. Nonresident: Sixty dollars (\$60.00).
 7. Sail Newport Mooring Permit Annual Fee: Equal to the resident Newport Harbor private mooring permit annual fee.
 8. Stone Pier Dinghy Dock and West Extension Dinghy Dock Annual Fee of one hundred dollars (\$100.00) for all overnight users, residents and mooring permit holders.
 9. Sail Newport Mooring Permit Annual Fee: Equal to the resident Newport Harbor private mooring permit annual fee.

B. Commercial dock permit

1. The price of the permit is \$750 with \$50 for each additional vessel.

BC. Fines and Penalties.

1. Derelict, abandoned, or wrecked vessel, failure to remove the vessel within forty-eight (48) hours of notice from the harbormaster—A daily fine not to exceed three hundred dollars (\$300.00) per day.
2. Any person violating the provisions and requirements of this chapter may be subject to prosecution before the Newport municipal court and fined an amount within the jurisdiction of said court.
3. Any person violating the provisions and requirements of this chapter may also be subject to the penalties specifically provided for herein in addition to any authorized fine.

(Ord. No. 2014-006, § 1, 2-26-2014; Ord. No. 2015-02, § 1, 1-14-2015; Ord. No. 2019-20, § 1, 5-8-2019; Ord. No. 2023-13, § 5, 5-24-2023; Ord. No. 2024-07, § 1, 5-8-2024)

11 April 2025

Mayor Charlie Holder
City Council Members
Newport City Hall
43 Broadway
Newport, RI 02840

Dear Mr. Mayor and Honorable Members of the City Council,

On Thursday, 13 March 2025 the Newport Waterfront Commission (WFC) considered and voted on the proposed modifications to City Ordinance 12.28.200 B (City Harbor/fees and fines). Proposed ordinance 12.28.200.B.1 establishes a landing permit fee for shuttles and ferries operating at Perotti Park and Ann St Pier. Proposed ordinance 12.28.200.B.2 establishes fees for a pick-up and drop-off permit at the same locations.

It is the opinion of the Waterfront Commission that the proposed fees will allow improved management of the use of the landings as well as raise much-needed revenue for the ongoing infrastructure maintenance and improvements being performed around the harbor.

The Waterfront Commission voted unanimously in favor of the proposed fees. We strongly recommend that the City Council approve the proposed ordinances.

Sincerely,

David J. Kane
Chairman, Newport Waterfront Commission
CC: Harbormaster
Friends of the Waterfront



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*
Date: April 10, 2024
Subject: Harbor Ordinance Revision-Mooring Surrender for Season-Date Change
Staff Presentation: Stephen C. Land, Harbormaster

RECOMMENDATION:

It is the recommendation of the Harbormaster to approve the attached ordinance amendment which changes the date that private mooring holders may surrender their mooring to the City from April 15 to June 1.

BACKGROUND AND FINDINGS:

Under the current ordinance private mooring holders have until April 15 to surrender their mooring to the City for a season. The Harbor Department has found that the date of April 15 is too early for permit holders to definitively know if they will be boating for the season. Additionally, due to New England's volatile spring weather it is difficult to gauge when the boating season will officially begin. Therefore, it is recommended to extend the date to June 1, in order to give private mooring holders sufficient time to consider the program.

12.28.075 (A). "Mooring surrender for a season to the city": A. For one season only, a permit holder may choose to surrender the use of a private mooring for a full boating season by so notifying the harbormaster in writing and the fee for such season shall be waived provided such notice has been provided to the harbormaster no later than June 1st.

PREVIOUS LEGISLATIVE ACTION

Ordinance 12.28.075(A)

FISCAL IMPACT

Currently Budgeted (Account _____) Requires additional appropriation No Fiscal Impact

SUPPORTING DOCUMENTS

Proposed Ordinance Amendment

Finance Dept. Review: *4/10/25* Date By: *RJN* (if applicable)


12.28.075. Mooring surrender for a season to the city.

- A. For one season only, a permit holder may choose to surrender the use of a private mooring for a full boating season by so notifying the harbormaster in writing and the fee for such season shall be waived provided such notice has been provided to the harbormaster no later than ~~April 15~~June 1st.
- B. The city will then designate the mooring as a city seasonal rental mooring for that season only.
- C. Use of the mooring shall revert to the permit holder at the close of the boating season, subject to the renewal requirements of this chapter. The permit holder must cause the ground tackle to be inspected prior to surrendering the mooring control to the city.

(Ord. No. 2014-006, § 1, 2-26-2014; Ord. No. 2019-09, § 1, 3-13-2019)

OFFICE OF THE CITY SOLICITOR
MEMORANDUM

TO: Charles Holder, Chair and Members of the Newport City Council

FROM: Christopher J. Behan, Esq., City Solicitor 

DATE: April 2, 2025

RE: Ordinance Section 2.48.140

Our charter in section 11-1 dealing with the Municipal Court provides the City with authority in certain cases to place liens on properties for fines levied by final judgment of the Municipal Court.

These cases involve zoning matters among others. The Council enacted ordinance section 2.48.140 to put in place such authority in 2000. But the adopted drafted inadvertently did not include zoning proceedings. The attached amendment fixes this omission and includes other minor adjustments.

2.48.140. Fines or costs ~~constituting~~ constituting a lien.

All fines or costs ordered to be paid by ~~land~~ owners of real property located in the city, by final judgment of the municipal court in any proceeding dealing with minimum housing, historical area zoning, zoning or Chapter 45-24.3, regarding housing maintenance and occupancy or prosecutions pursuant to Section 23-27.3-122.2, state building code, shall constitute a lien on the property in the city giving rise to the violation in question.

(Ord. 2000-3 § 2, 2000)

OFFICE OF THE CITY SOLICITOR
M E M O R A N D U M

TO: Charles Holder, Chair and Members of the Newport City Council
FROM: Christopher J. Behan, Esq., City Solicitor *CJB*
DATE: April 8, 2025
RE: Ordinance Section 2.56.010

Council Resolution No. 2025-51 passed on March 26, 2025 authorized the creation of a Youth Commission comprised of both minority-aged and adult members. The attached amendment to ordinance section 2.56.010 would exempt minority-aged members from the requirement that they be registered voters in the City of Newport and reside in the City on a year-round basis.

CITY OF NEWPORT
ORDINANCE
OF THE
COUNCIL
NO.

AN ORDINANCE IN AMENDMENT OF TITLE 2 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 2.56 of the Codified Ordinances of the City of Newport, RI, Revision of 1994, as amended, entitled, "BOARDS AND COMMISSIONS GENERALLY" is hereby further amended, as follows:

2.56.010. - General Provisions.

"With the exception of the affirmative action commission, film commission, the sister city commission, (Add) minority aged members of the youth commission and the tree and open space commission, all members of boards and commissions must be registered voters in the City of Newport and reside in the city on a year-round basis"

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

RED=DELETE

BLUE-ADD

CITY OF NEWPORT

ORDINANCE

OF THE

COUNCIL

NO. _____

AN ORDINANCE IN AMENDMENT OF TITLE 1 OF THE CODIFIED ORDINANCES OF THE CITY OF NEWPORT, RHODE ISLAND, REVISION OF 1994, AS AMENDED, ENTITLED, "GENERAL PROVISIONS."

BE IT ORDAINED by the City of Newport:

SECTION 1. Chapter 1.14 of the Codified Ordinances of the City of Newport, RI, Revision of 1994, as amended, entitled, 'Specific Penalties for Certain Violations,' is hereby further amended as follows:

**1.14.170. Violation of Chapter 10.12, VEHICLES AND TRAFFIC—
ADMINISTRATION AND ENFORCEMENT.**

- A. Parking Violations. Pursuant to Section 12-14-2 of the General Laws, all overtime parking in a parking zone shall carry a minimum penalty of ~~forty dollars (\$40.00)~~ **sixty dollars (\$60.00)** for each violation. All other violations of parking ordinances ~~of the city in Chapter 10.12~~ shall be punishable by a fine of not less than ~~forty dollars (\$40.00)~~ **sixty dollars (\$60.00)** for each violation. Such fines may be paid by mail within thirty (30) days of issuance. If such fines are not paid by mail within thirty (30) days, such fines shall double. Owners of vehicles with accumulated parking fines and penalties of ~~one hundred dollars (\$100.00)~~ **one hundred fifty dollars (\$150.00)** or more may have their vehicles towed, at the owner's expense, to a designated impound lot, or otherwise seized, such as by use of the so-called Denver Boot, pending the payment of outstanding fines and penalties. Any vehicle which has been seized by means of the so-called Denver Boot, or the like, for which the fines have not been paid and the "boot" removed shall be immediately towed to an impound lot, at the owner's expense, after the passage of forty-eight (48) hours. In all respects the provisions of Section 12-14-2 of the General Laws shall prevail. The offender shall be brought before the municipal court of the city for disposition of the matter. The owner of any vehicle which is booted shall pay a ~~fifty-dollar (\$50.00)~~ **one-hundred dollar (\$100.00)** fee for the removal of the boot prior to towing.
- B. A violation of the handicapped parking regulations **in Chapter 10.12.060E**, shall be subject to a fine of not less than one

hundred dollars (\$100.00), in accordance with the Rhode Island General Laws.

- C. Other Violations. Whoever violates or fails to comply with any other provision of title ten, for which no specific penalty is provided, shall be subject to the provisions of Chapter 1.12.

SECTION 2. Chapter 1.14.180 of the Codified Ordinances of the City of Newport, Revision of 1994, as amended, entitled "Violation of Chapter 10.20, Parking Generally" is hereby further amended as follows:

DELETE SECTION 1.14.180 IN ITS ENTIRETY:

~~1.14.180. Violation of Chapter 10.20, PARKING GENERALLY.~~

- ~~A. Whoever violates Section 10.20.140, Parking boat trailers, shall be fined forty dollars (\$40.00) per violation.~~
- ~~B. Whoever violates Section 10.20.160, Unregistered and junk vehicles, shall be fined not less than one hundred dollars (\$100.00) and/or imprisoned for not more than thirty (30) days or both.~~
- ~~C. A parking meter violation shall result in a minimum fine of forty dollars (\$40.00).~~
- ~~D. Payment of fines shall be subject to the provisions of Section 10.12.100A of the city code.~~
- ~~E. No person shall use a fishing vehicle parking permit to park in an area where parking is restricted or prohibited, unless such area has met the provisions of Section 10.20.230.~~
- ~~F. No person shall use a fishing vehicle parking permit in a manner contrary to the provisions of this chapter.~~
- ~~G. Whoever violates Section 10.20.220 shall be fined forty dollars (\$40.00), and be subject to possible revocation of such fishing vehicle parking permit.~~
- ~~H. Violations of all other sections of this chapter shall be subject to the imposition of a sentence or fine, not to exceed the maximum allowable in Newport municipal court.~~

ADD IN LIEU THEREOF THE FOLLOWING:

1.14.180. Violation of Chapter 10.20, PARKING GENERALLY.

- A. Parking Violations. Except if stated otherwise in this section, all violations of Chapter 10.20 shall be punishable by a fine of not less than sixty dollars (\$60.00) for each violation. Such fines may be paid by mail within thirty (30) days of issuance. If such fines are not paid by mail within thirty (30) days, such fines shall double. Owners of vehicles with accumulated parking fines and penalties of one hundred fifty dollars (\$150.00) or more may have their

vehicles towed, at the owner's expense, to a designated impound lot, or otherwise seized, such as by use of the so-called Denver Boot, pending the payment of outstanding fines and penalties. Any vehicle which has been seized by means of the so-called Denver Boot, or the like, for which the fines have not been paid and the "boot" removed shall be immediately towed to an impound lot, at the owner's expense, after the passage of forty-eight (48) hours. The offender shall be brought before the municipal court of the city for disposition of the matter. The owner of any vehicle which is booted shall pay a one-hundred dollar (\$100.00) fee for the removal of the boot prior to towing.

- B. Whoever violates Section 10.20.120(A)(4), parking within eight feet of a fire hydrant, shall be fined one hundred dollars (\$100.00) per violation.
- C. Whoever violates Section 10.20.130, Snow removal, shall be fined one hundred dollars (\$100.00) per violation, in addition to any costs incurred for being towed to a place of storage at the owner's expense.
- D. Whoever violates Section 10.20.160, Unregistered and junk vehicles, shall be fined not less than two hundred dollars (\$200.00) and/or imprisoned for not more than thirty (30) days or both.
- E. Whoever violates Section 10.20.170(C)(1), parking on all fire lanes designated pursuant to Section 8.08.140, shall be fined one hundred dollars (\$100.00) per violation, in addition to any costs incurred for being towed to a place of storage at the owner's expense.
- F. A parking meter violation shall result in a minimum fine of sixty dollars (\$60.00).
- G. No person shall use a fishing vehicle parking permit to park in an area where parking is restricted or prohibited, unless such area has met the provisions of Section 10.20.230.
- H. No person shall use a fishing vehicle parking permit in a manner contrary to the provisions of this chapter.
- I. Whoever violates Section 10.20.220 shall be fined sixty dollars (\$60.00), and be subject to possible revocation of such fishing vehicle parking permit.
- J. Violations of all other sections of this chapter shall be subject to the imposition of a sentence or fine, not to exceed the maximum allowable in Newport municipal court.

SECTION 3. Chapter 1.14.190 of the Codified Ordinances of the City of Newport, Revision of 1994, as amended, entitled "Violation of Chapter 10.32, Residential Parking Program" is hereby further amended as follows:

1.14.190. Violation of Chapter 10.32, RESIDENTIAL PARKING PROGRAM.

- A. No person shall park a vehicle in violation of the residential parking provisions established in this chapter.
- B. No person shall use a residential parking permit, visitor pass, fleet pass or tenant pass in a manner contrary to any provisions of this chapter.
- C. Violations of the provisions of Chapter 10.32, residential parking program, shall be subject to the jurisdiction of the Newport Municipal Court and the penalties provided in Chapter 1.12.

DELETE PARAGRAPH D IN ITS ENTIRETY

~~D. Whoever violates subsection A of this section shall be fined fifty dollars (\$50.00).~~

ADD IN LIEU THEREOF THE FOLLOWING

- D. Whoever violates subsection A of this section shall be fined seventy-five dollars (\$75.00). Such fines may be paid by mail within thirty (30) days of issuance. If such fines are not paid by mail within thirty (30) days, such fines shall double. Owners of vehicles with accumulated parking fines and penalties of one-hundred fifty dollars (\$150.00) or more may have their vehicles towed, at the owner's expense, to a designated impound lot, or otherwise seized, such as by use of the so-called Denver Boot, pending the payment of outstanding fines and penalties. Any vehicle which has been seized by means of the so-called Denver Boot, or the like, for which the fines have not been paid and the "boot" removed shall be immediately towed to an impound lot, at the owner's expense, after the passage of forty-eight (48) hours. The offender shall be brought before the municipal court of the city for disposition of the matter. The owner of any vehicle which is booted shall pay a one hundred-dollar (\$100.00) fee for the removal of the boot prior to towing.
- E. Violations of all other provisions of this chapter shall be subject to the provisions of Chapter 1.12.

SECTION 4. 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

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

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:

10.32.020. - Definitions

As used in this chapter:

"Designated commercial parking street" means a street or portion thereof within a residential parking district that is primarily abutted by commercial or business properties and uses. No designated commercial parking street shall be considered for inclusion in this chapter as a residential parking street.

"Dwelling unit" means a unit of living area arranged, intended or designed to be occupied by a family or group of not more than five unrelated individuals living together as a single housekeeping unit.

"Resident" means any person, **at least 18 years of age, firm** ~~or corporation~~ who ~~or which~~ lives, resides or pays real property taxes to the city on real estate or on a structure approved for residential ~~or commercial~~ occupancy, and who or which is the owner of such structure or a tenant therein, or who or which can demonstrate some other indication of exclusive right of occupancy **such as a utility bill, voter registration, bank statement, military orders or vehicle registration.** For the purposes of this chapter, tenancy shall refer only to a formal lease of ~~six~~ **seven** months' duration or longer **but shall not apply to active duty military.**

"Residential parking district" means a contiguous or nearly contiguous area containing public highways or parts thereof, primarily abutted by residential property or residential and nonbusiness property, such as schools, parks, churches,

hospitals or nursing homes. Residential parking districts are enumerated in Section 10.32.100.

"Residential parking street" means a street or portion thereof within a residential parking district where curbside parking is limited to vehicles properly displaying a residential parking permit authorized by this chapter. Designated streets will be enumerated in this chapter, as amended from time to time by the procedure provided for herein.

SECTION 2. Chapter 10.32 of the Codified Ordinances of the City of Newport, Revision of 1994, as amended, entitled "Residential Parking Program" is hereby further amended as follows:

10.32.040. Designation of residential parking streets.

- A. Council may designate a street or a portion of a street within a residential parking district as a residential parking street, provided a petition in a form suitable to the City Clerk has been filed with the ~~city manager~~ City Clerk that has been signed by residents representing at least fifty-one (51) percent of the resident ~~households-dwelling units~~ and commercial units ~~on a mixed-use residential/commercial street~~, with an address of the specific street within the residential parking district requesting designation as a residential parking street. Petitions requesting 24-hour residential parking must reflect representation of at least sixty-five (65) percent of the resident dwelling units of the street, and be referred to the interdepartmental traffic committee for a recommendation prior to first reading of the ordinance.
- B. After ~~advertisement and~~ notice to all ~~landowners-petitioners and property owners on the street and~~ whose property abuts the proposed residential parking street ~~within a 100 foot radius~~, the petition of the residents of such proposed residential parking street shall be placed on the docket of a regular council meeting. At the meeting, council shall render a decision on the designation of the proposed residential parking street, provided that council makes a finding that it has sufficient information to make such decision and that the petition properly reflects the concurrence of at least fifty-one (51) percent of the residents of the proposed residential parking street, except a petition requesting 24-hour residential parking must reflect the concurrence of at least sixty-five (65) percent of the residents dwelling units of the proposed 24-hour residential parking street, and be referred to the interdepartmental traffic committee for a recommendation prior to first reading of the ordinance.

SECTION 3. Chapter 10.32 of the Codified Ordinances of the City of Newport, Revision of 1994, as amended, entitled "Residential Parking Program" is hereby further amended as follows:

10.32.100. - Designated residential parking district.

- A. The Historic Hill Area, being the area bounded by Touro Street, Thames Street, Memorial Boulevard West, Spring Street, William Street excluding that portion from King Street to Bellevue Avenue, Bellevue Avenue, and including King Street and Redwood Street.
- B. The area bounded by Ann Street, Thames Street, Carroll Avenue, Bateman Avenue, Coggeshall Avenue and Spring Street.
- C. The Thames Street Waterfront Area, being those streets running west off of Thames Street from West Extension Street to Harrington Street and including West Extension Street, Waites Wharf, Coddington Wharf, Goodwin Street and Harrington Street.
- D. The area bounded by Perry Street, Spring Street, Bowery Street and Bellevue Avenue, including East Street, West Street, Fountain Street, Anthony Street and the upper portion of Pope Street.
- E. The Point Area, being those residential streets included in the area bounded by Washington Street on the west; Goat Island Connector Road, West Marlborough Street and Marlborough Street to Farewell Street on the south, Farewell Street to Van Zandt Avenue on the east; and Van Zandt Avenue to Third Street and Cypress Street on the north.
- F. The area bounded by Roseneath Avenue, Wellington Avenue, Thames St., Carroll Avenue, and Harrison Avenue to Harrison Lane, to include on the following streets or portions of streets:
- Harrison Lane, Sullivan Street, Roseneath Avenue including Gillies Court, Wellington Avenue, south side, from Roseneath Avenue to Marchant Street; Boss Court; Marchant Street; Clinton Street; Houston Avenue; Sharon Court; Simmons Street; Grafton Street; West Narragansett Avenue; Stockholm Street; Potter Street; Lucas Avenue; Connection Street; Atlantic Street; Eastnor Road; and Carroll Avenue, west side, from Thames Street to Harrison Avenue and including Gilroy Street.
- G. The area bounded by Touro Street, Spring Street, Broadway, Rhode Island Avenue, Memorial Boulevard, Bellevue Avenue to Touro Street; with the exclusion of Touro Street, Spring Street, Broadway, Memorial Boulevard and Bellevue Avenue from eligibility for resident-only parking.
- H. The area bounded by Victoria Avenue, from Bellevue Avenue to Lawrence Avenue; Ruggles Avenue to Bellevue Avenue; Bellevue Avenue, including Ledge Road to the water; and Coggeshall Avenue to Ruggles Avenue and George St.; and including those streets running west and east off Coggeshall Avenue, and excluding Ruggles Avenue and Bellevue Avenue.

DELETE PARAGRAPH I. IN ITS ENTIRETY

~~I. The area bounded by Warner Street, Hall Avenue, Van Zandt Avenue, Tilley Avenue, and Gould Street to Warner Street, with Van Zandt Avenue excluded from eligibility for resident parking.~~

ADD IN LIEU THEREOF:

I. The streets falling within the area bounded by Equality Park West, Broadway to Summer Street, west on Summer Street and Van Zandt Avenue to Farewell Street, south on Farewell to Warner Street, east on Warner to and including Pond Avenue

J. The Kerry Hill/Dr. Marcus F. Wheatland Boulevard Area, being that area bounded by Dr. Marcus F. Wheatland Boulevard, Pond Avenue, Warner Street, Farewell Street, and Marlborough Street, with Dr. Marcus F. Wheatland Boulevard and Marlborough Street excluded from eligibility for resident only parking.

K. The Cliff Avenue Area, being those streets falling within the area bounded by Cliff Walk, Dresser Street, Annandale Road north to Merton Road, west to Middleton Avenue, and north to Memorial Boulevard; with Middleton Avenue and Memorial Boulevard excluded from eligibility for resident-only parking. Streets within this designated area are eligible for resident parking only on Saturdays, Sundays and holidays, six a.m. to six p.m.

However, nothing herein shall preclude the residents of eligible streets within this district from requesting, by petition, inclusion in Paragraph C of Section 10.32.110 (daily, twenty-four-hour resident parking).

L. The area bounded by Friendship Street, Friendship Place, Gibbs Avenue to Bliss Road, Bliss Road (from Gibbs to Broadway), and Broadway, with Broadway excluded from inclusion in the Residential Parking Program.

M. The streets falling within the area bounded by Narragansett Avenue, Annandale Road, Memorial Boulevard and Bellevue Avenue, including Annandale Terrace, but with Memorial Boulevard and Bellevue Avenue excluded from eligibility for resident-only parking.

DELETE PARAGRAPH N IN ITS ENTIRETY

~~N. The streets falling within the area bounded by Equality Park West, Broadway to Summer Street, west on Summer Street and Van Zandt Avenue to Farewell Street, south on Farewell to Warner Street, east on Warner to and including Pond Avenue~~

SECTION 4. 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 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 10.24 of the Codified Ordinances of the City of Newport, RI, Revision of 1994, as amended, entitled, "PARKING RESTRICTIONS ON SPECIFIC STREETS" is hereby further amended, as follows:

- 10.24.030. Special parking limits during certain hours on certain streets.

ADD:

Dr. Marcus Wheatland Boulevard. West side, beginning twenty (20) feet north of Edwards St proceeding a distance of seventy-five (75) feet, to be designated as five (5) minute parking, seven a.m. to nine a.m., Monday through Friday.

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 FIVE OF THE CODIFIED ORDINANCES OF THE CITY OF NEWPORT, RHODE ISLAND, REVISION OF 1994, AS AMENDED, ENTITLED, "*BUSINESS LICENSES AND REGULATIONS*"

BE IT ORDAINED by the City of Newport:

SECTION 1. Chapter 5.70 of the Codified Ordinances of the City of Newport, Revision of 1994, as amended, entitled, "SPECIAL EVENTS," is hereby further amended as follows:

5.70.020. License required.

- A. No person or organization shall conduct or operate a special event without first obtaining a special event license from the city council. The property owner, as well as the event sponsor shall be the applicant and sign the license application. Whenever a license is granted by the city council, it shall be the duty of the police chief and fire chief to determine whether or not the assignment of a detail police officer or detail fire fighter is needed. Upon receipt of a special event license application, the city clerk shall notify the police chief and fire chief, who shall make such determination and notify the city clerk accordingly.
- B. The city council may place any conditions or restrictions it deems proper and reasonable on the issuance of a special event license. This may include a limitation of the hours of operation or the conduct of the license activity.
- C. Every licensee under this chapter shall provide the city clerk with the true name of the person or organization that will conduct the licensed activity, any alias or fictitious name under which the activity may be conducted.
- D. For those events that include the sale of goods or services at retail, the licensee shall provide the city clerk a list of the general type and nature of the goods and services.
- E. A special event license may be issued upon the authorization of the city manager if an application is submitted to the city clerk for an event that will occur prior to the next regularly-scheduled council meeting and the city manager is satisfied that all provisions of this chapter have been met.

A non-refundable fifty dollar (\$50.00) filing fee shall be imposed at such time as the application is filed with the city clerk.

ADD:

- F. The city council shall have the authority to approve a special events license application with a duration longer than fourteen days and less than six months which has been filed with the Newport Zoning Board under Section 17.107 entitled "Temporary Use Permits" whether or not said application has been approved by the Zoning Board.

SECTION 2. This ordinance shall take effect upon its passage and any ordinances or parts of ordinances inconsistent herewith are hereby repealed.

IN COUNCIL
READ AND PASSED

Laura C. Swistak, CMC
City Clerk

THE CITY OF NEWPORT

RESOLUTION
OF THE
COUNCIL

No.

WHEREAS, in September 2019, the City of Newport became the first community in Rhode Island designated as an "Age-Friendly" community by the American Association of Retired Persons (AARP). The effort was dubbed "Newport for All Ages" (N4AA); AND

WHEREAS, In 2019, Newport made the commitment to improve livability in the City of Newport. The initiative involved concerned residents, social service agencies, and others in the goal of understanding the challenges in making life more livable for our senior residents. Through a multi-year rigorous process that included surveys, research and interviews, Newport's Age Friendly designation demonstrates the vision for preparing the City for our rapidly aging population; AND

WHEREAS, through the continuation of Newport's long range healthy aging plan, NFAA is a City of Newport initiative, co-led by the Edward King House Senior Center with support from Age Friendly Rhode Island and AARP Rhode Island; AND

WHEREAS, "Age Friendly" communities are safe and secure, have walkable streets, housing and transportation options, inviting parks and open spaces, and offer supports to help residents stay in their communities as they age; AND

WHEREAS; An Age Friendly Implementation Plan is the next step in achieving Newport's goal for healthy aging. N4AA, seeks to engage, municipal departments, social service organizations, religious institutions, and cultural institutions, to review the city's policies and practices in the goals of enhancing the quality of life for all ages; NOW THEREFORE BE IT

RESOLVED, Therefore be it resolved that: the City of Newport will engage its personnel resources to assist in the Implementation Plan by committing to an ongoing pursuit to ensure that the policies and practices align with the goals of the "Age Friendly" initiative.

LYNN UNDERWOOD CEGLIE
CHARLES M. HOLDER, JR.
XAY KHAMSYVORAVONG
ELLEN PINNOCK
STEPHANIE SMYTH
JEANNE-MARIE NAPOLITANO

IN COUNCIL
READ AND PASSED

Laura C. Swistak, CMC
CITY CLERK