



President
Alexander T. Menzies

President Pro Tem
James P. Durkin

Council Members
Jason Colonies
Ryan J. Torrealday
Donna Vignali

Town Solicitor
James M. Callaghan, Esq.

REGULAR MEETING AGENDA
MONDAY, MARCH 16, 2026
7:00 PM
ASSEMBLY ROOM

Town Manager
James R. Tierney

Town Clerk
Sarah Masson, CMC

This meeting is streamed live on YouTube on the Narragansett Town Council channel
<https://www.youtube.com/@narragansetttowncouncil>. There will be no remote participation.

Posted: March 12, 2026

CALL TO ORDER

PLEDGE OF ALLEGIANCE

A. ANNOUNCEMENTS/PRESENTATIONS

A.1 Town Manager's Update

OPEN FORUM/PUBLIC COMMENT

The comments of citizens addressing the Council are neither adopted nor endorsed by the body but heard as requested.

NOTE: Public comment will NOT be taken on matters involving open litigation.

RULES: Sign in to speak (back of chambers); state name and address; speak only on topics not on the meeting agenda; 3-minute time limit per speaker/subject matter; and be orderly and respectful.

B. PUBLIC HEARING/DECISION

B.1 [A MOTION TO OPEN AND HOLD a Public Hearing on the proposed budget for the 2026-2027 Fiscal Year.](#)

C. CONSENT AGENDA

All items listed on the Consent Agenda are considered to be routine or have been previously reviewed by the Town Council, and will be enacted in one motion. There will be no separate discussion of these items unless a Councilmember so requests, in which event the item will be removed from the General Order of Business, and considered in its normal sequence on the Agenda.

C.1 [A MOTION TO APPROVE a petition from The Narragansett Electric to install one \(1\) new push brace \(PB1\) approximately ten \(10\) feet South of Pole #1 on Caswell Street.](#)

C.2 [A MOTION TO APPROVE the request from URI Kappa Sigma Fraternity to change the date for the 6th Annual Polar Plunge for Military Heroes Campaign at the Town Beach from Sunday, March 1, 2026, to Sunday, March 29th, 2026.](#)

NEW BUSINESS

D. TOWN COUNCIL

D.1 [A MOTION TO READ, PASS, AND ADOPT as a second reading an ordinance in amendment of Section 7.23 'Student Occupied Dwellings, located in a R-10, R-10A or R20 Zone' within Appendix A entitled 'Zoning'.](#)

D.2 [A MOTION TO ADOPT a Resolution in support of House Bill H-7571 and Senate Bill S-2176 which proposes the enactment of legislation which creates a special registration plate for the Friends of the Historic Narragansett Towers.](#)

D.3 [A MOTION TO ADOPT a Resolution in support of House Bill H-7485 which proposes establishing reimbursement for community paramedic programs.](#)

- D.4 A MOTION TO INTRODUCE, READ, PASS AND ACCEPT as a First Reading an ordinance in amendment of Chapter 22, Article III entitled, 'Noise'.
- D.5 A MOTION TO DISCUSS AND/OR REQUEST the Town Manager to have Planning Department staff add backup materials for each item on Planning Board and Zoning Board agendas.
- D.6 A MOTION TO REQUEST the Town of Narragansett to construct or purchase software to track real estate holdings.

E. COMMUNITY DEVELOPMENT DEPARTMENT

- E.1 A MOTION TO READ, PASS, AND ADOPT as a second reading an ordinance in amendment of Section 9 'Nonconforming Uses and Structures' of Appendix A entitled, 'Zoning'.

F. PARKS AND RECREATION DEPARTMENT

- F.1 A MOTION TO APPROVE the 2026 Narragansett Town Beach policies and Beach fees as per attached schedule.
- F.2 A MOTION TO APPROVE an "Addendum to Agreement" with Warm Winds Ltd., for the remaining two years of their originally executed five-year agreements for Surf Lessons/Rentals and Surf Camp at the Town Beach, and AUTHORIZE the Town Manager to sign and execute the addendum.
- F.3 A MOTION TO APPROVE the two agreements with Narragansett Surf and Skate Shop and Gansett Groms LLC, for a two-year surf lessons and rentals agreement and a two-year surf camp agreement at the Town Beach, and AUTHORIZE the Town Manager to sign the agreements.
- F.4 A MOTION TO WAIVE the current policy and AUTHORIZE the use of the General Construction Services Contract with Abcore Restoration Company, Inc., to rebuild the east facing deck, to the north corner of the North Pavilion at Narragansett Town Beach, in the amount of \$53,420.00.

G. FINANCE DEPARTMENT

- G.1 A MOTION TO RESCIND the bid award for Professional Auditing Services and Agreed-Upon Procedures for the remaining service (one fiscal year) from the awarded bidder, Bacon & Company CPAs, LLC and AUTHORIZE staff to solicit new bids for these services.
- G.2 A MOTION TO APPROVE real estate abatements in the amount of \$89,155.54.

H. BUILDING AND ZONING DEPARTMENT

- H.1 A MOTION TO INTRODUCE, READ, PASS AND ACCEPT as a first reading an ordinance in amendment of Chapter 10 of the Code of Ordinances of the Town of Narragansett, Rhode Island entitled "Buildings and Building Regulations".

I. TOWN SOLICITOR

- I.1 A MOTION TO ADOPT a resolution authorizing the issuance of general obligation bonds in the amount of \$500,000.00 for the purposes of funding affordable housing in the Town of Narragansett, including but not limited for appropriations to the Town's Affordable Housing Trust established by town ordinance, as said ordinance may be amended from time to time, programs to implement the Town's Affordable Housing Plan as may exist from time to time and adopted pursuant to Chapter 53 of Title 45 of the General Laws, as the same may be amended from time, and specifically for the purchase of the real estate at 576 Point Judith Road as heretofore authorized by the Council in executive session and publicly reported on February 2, 2026 or such other projects as the Council may authorize, and all costs incidental or related thereto and for repayment of advances under Section 4 of said Chapters and this Resolution.

J. TOWN CLERK

- J.1 A MOTION TO APPOINT an individual to the Library Board of Trustees for a term expiring on October 1, 2027.

- J.2 A MOTION TO APPROVE a Victualler License for Chez Buen Provecho LLC dba Craft & Willow, Plat N-H- Lot 171-A, 889 Boston Neck Road, Narragansett, R.I., subject to state and local regulations.
- J.3 A MOTION TO APPROVE a Hotel/Motel License for Lindsay Holmes, owner and applicant for The Surf Shack Bed & Breakfast LLC dba The Surf Shack, 83 Narragansett Avenue, Narragansett, R.I., subject to state and local regulations.
- J.4 A MOTION TO APPROVE a Hotel/Motel License for James Durkin, owner and applicant for The Break LLC dba The Break Hotel and Chair 5 Restaurant, 1208 Ocean Road, Narragansett, R.I., subject to state and local regulations.

EXECUTIVE SESSION

A MOTION TO RETIRE into Executive Session in accordance with RI General Laws §42-46-4 and §42-46-5(a)(2) for the purpose of Collective Bargaining – Council 94, AFSCME, AFL-CIO, Local 1179 and RI Laborers' District Council, Local 1033; and §42-46-5(a)(5) to discuss possible acquisition and lease of real property. (35 Kingstown Road; Middlebridge; and Affordable Housing opportunities).

DISCLOSURE OF EXECUTIVE SESSION VOTES (if any)

ADJOURNMENT

Note: Interpreters for the hearing impaired can be made available at any meeting provided a request is received a minimum of three (3) business days prior to said meeting.

Item Cover Page

NARRAGANSETT TOWN COUNCIL AGENDA ITEM REPORT

DATE: March 16, 2026

FROM: James Tierney, Town Manager

CO-SPONSOR: Christine Wilson, Finance Director

DEPARTMENT: Town Manager

SUBJECT:

A MOTION TO OPEN AND HOLD a Public Hearing on the proposed budget for the 2026-2027 Fiscal Year.

SUGGESTED ACTION:

The budget process has been ongoing since December with all town departments. Each department head has met with the Finance Director and Town Manager to review their submitted budget requests on several occasions. The Finance Director and I have met several times reviewing the budget.

An additional public hearing is scheduled for April 20, 2026 at 7:00p.m.

The budget is on the Town's website at the link below:

<https://www.narragansettri.gov/DocumentCenter/View/20283/Town-Manager-Final-FY27>

ATTACHMENTS:

[PH Budget 2026-2027 \(1st ad\).pdf](#)

[Town of Narragansett FY 2026-2027 1st PH_Color.pdf](#)



**TOWN OF NARRAGANSETT
NOTICE OF BUDGET HEARINGS**

The following is the schedule of Public Hearings on the 2026-2027 Budget for the Town of Narragansett:

Monday, March 16, 2026 at 7:00 PM to consider the Municipal Budget/Capital Improvement Plan;

Monday, March 30, 2026 at 6:00 PM to consider the School Budget;

Monday, April 20, 2026 at 7:00 PM to consider the Municipal Budget/Capital Improvement Plan

These hearings will be held in the Assembly Room at Town Hall, 25 Fifth Avenue, Narragansett, RI.

Alexander T. Menzies
Town Council President

The Narragansett Times February 27, 2026

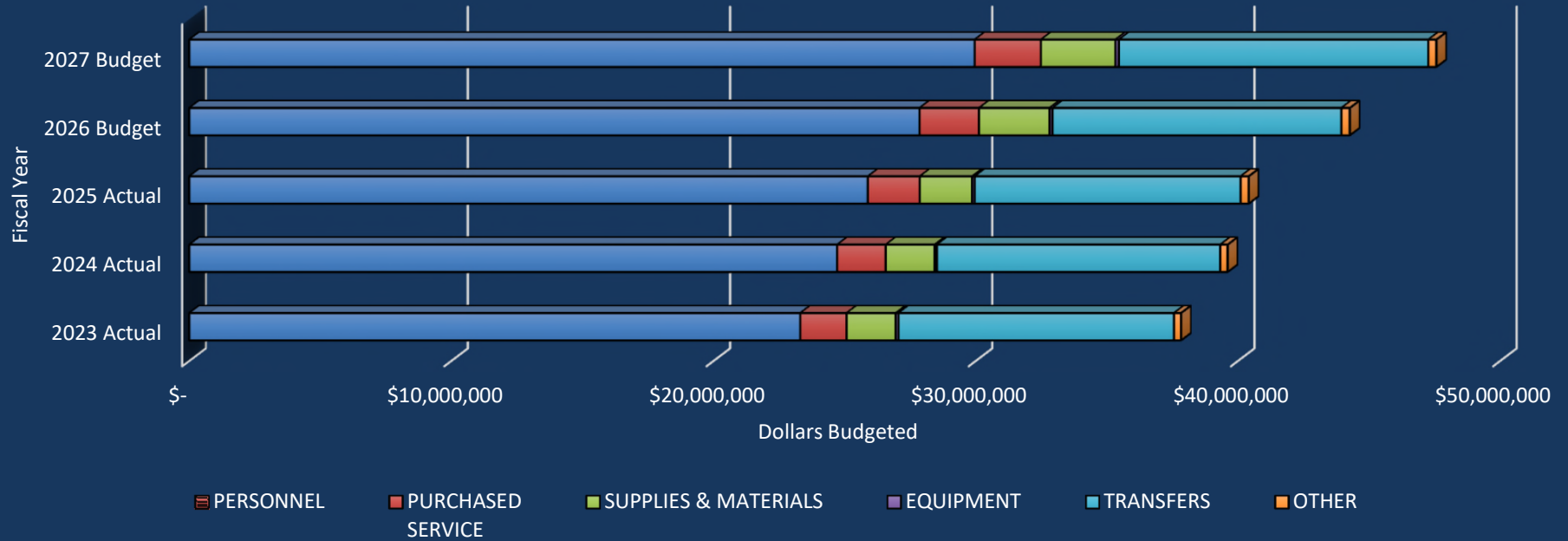
Town of Narragansett FY 2026/2027 Budget

Public Hearing March 16, 2026
Town Manager's Proposed Budget

What's Notable in Budget

- FY26-27 Operating Budget at \$77,555,343, up \$3,976,664 or 5.13% from FY25-26 Operating Budget.
- “Unassigned” fund balance as of 6/30/25 is 23.8% at \$16,948,228.
- The use of “unassigned” fund balance reserve is at \$2,599,727 due to increase in personnel related costs, utility costs, and debt service.
 - 2026 \$2,317,313 use of fund balance budgeted
 - 2025 audited financials show zero use of fund balance
- 100% funding of the ADC contributions for the two (2) Pensions and OPEB funds.

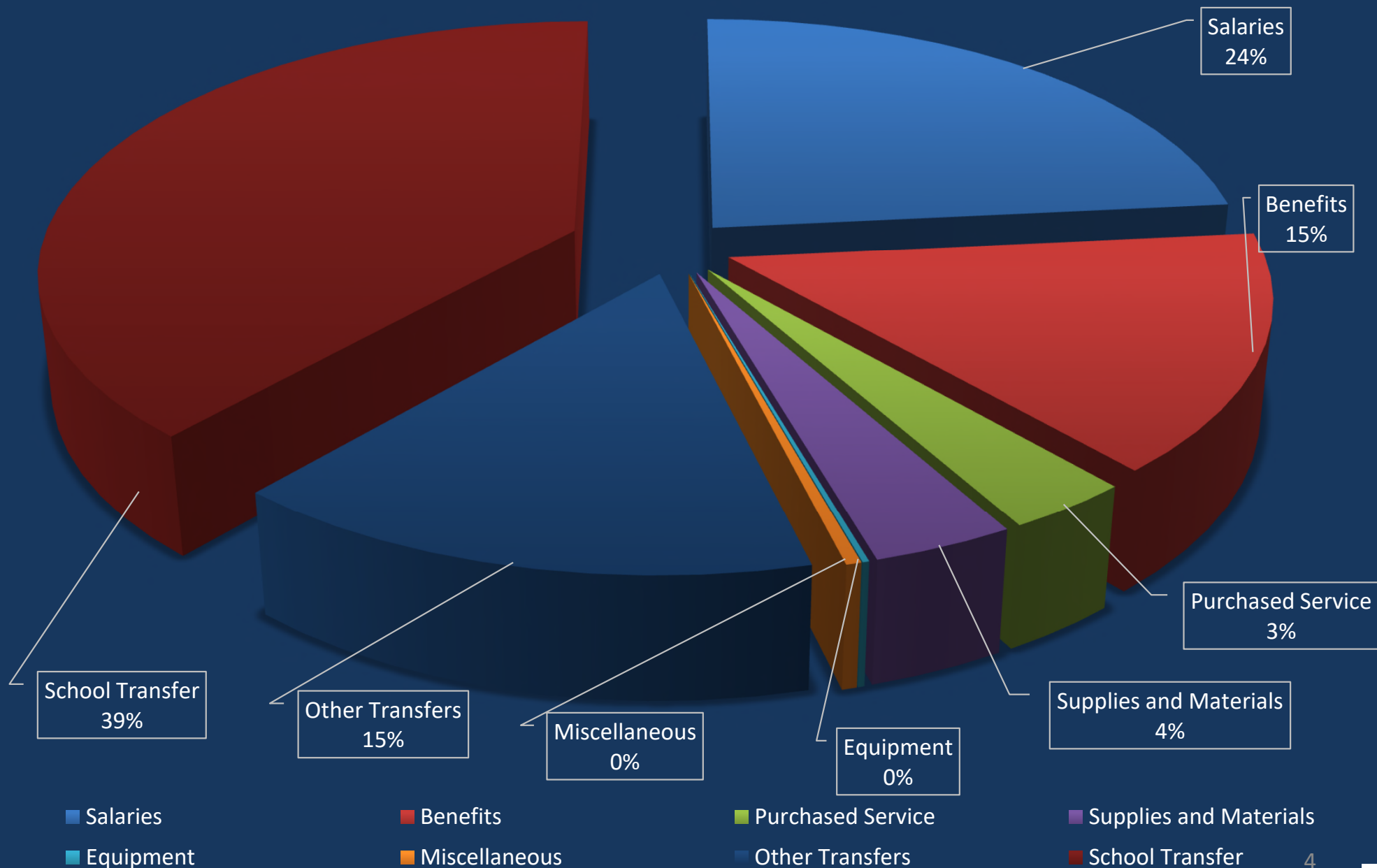
GENERAL FUND ALLOCATIONS (excluding School Transfer)



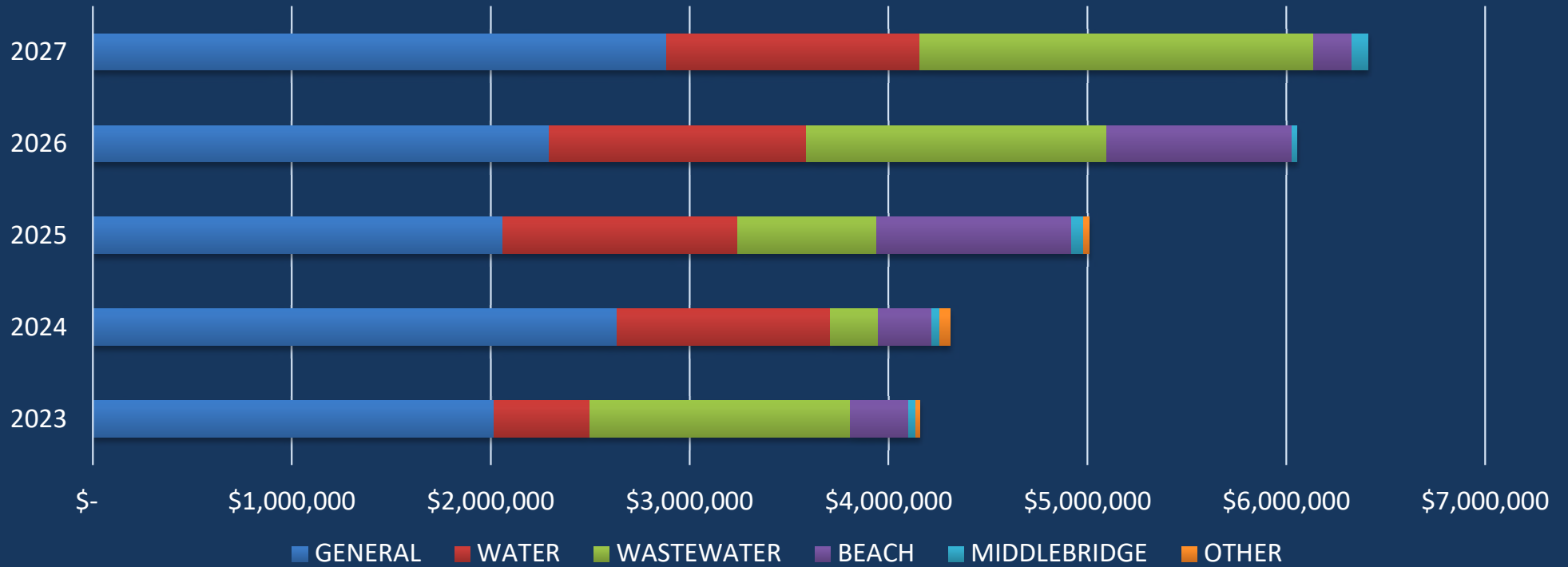
	PERSONNEL	PURCHASED SERVICE	SUPPLIES & MATERIALS	EQUIPMENT	TRANSFERS	OTHER	TOTAL TOWN	SCHOOL TRANSFER	TOTAL BUDGET
2023 Actual	\$ 23,305,069	\$ 1,767,197	\$ 1,874,918	\$ 104,583	\$ 10,506,191	\$ 267,641	\$ 37,825,599	\$ 27,610,788	\$ 65,436,387
2024 Actual	\$ 24,710,878	\$ 1,851,677	\$ 1,865,495	\$ 86,345	\$ 10,805,919	\$ 280,815	\$ 39,601,129	\$ 27,961,445	\$ 67,562,574
2025 Actual	\$ 25,883,166	\$ 1,978,345	\$ 1,999,239	\$ 97,403	\$ 10,139,153	\$ 308,114	\$ 40,405,420	\$ 28,628,916	\$ 69,034,336
2026 Budget	\$ 27,852,753	\$ 2,269,034	\$ 2,687,006	\$ 115,950	\$ 11,015,376	\$ 321,714	\$ 44,261,833	\$ 29,316,846	\$ 73,578,679
2027 Budget	\$ 29,956,476	\$ 2,525,897	\$ 2,840,680	\$ 134,350	\$ 11,798,800	\$ 308,007	\$ 47,564,210	\$ 29,991,133	\$ 77,555,343
	\$ 124,836,922	\$ 9,559,895	\$ 10,703,571	\$ 464,422	\$ 52,671,056	\$ 1,408,777	\$ 199,644,643	\$140,587,395	\$ 340,232,038

OVERVIEW OF BUDGET

2027



Capital Projects



	GENERAL	WATER	WASTEWATER	BEACH	MIDDLEBRIDGE	OTHER	TOTAL
2023	\$ 2,017,640	\$ 479,484	\$ 1,310,028	\$ 295,000	\$ 35,000	\$ 20,000	\$ 4,157,152
2024	\$ 2,635,278	\$ 1,074,000	\$ 240,000	\$ 270,000	\$ 40,000	\$ 50,000	\$ 4,309,278
2025	\$ 2,061,450	\$ 1,179,000	\$ 699,100	\$ 983,000	\$ 60,000	\$ 25,000	\$ 5,007,550
2026	\$ 2,291,950	\$ 1,295,000	\$ 1,511,700	\$ 928,000	\$ 25,000	\$ -	\$ 6,051,650
2027	\$ 2,882,500	\$ 1,274,000	\$ 1,982,500	\$ 193,000	\$ 80,000	\$ -	\$ 6,412,000
	\$ 11,888,818	\$ 5,301,484	\$ 5,743,328	\$ 2,669,000	\$ 240,000	\$ 95,000	\$ 25,937,630

The Impact on Taxes

- The proposed tax rate for residential property is \$6.96 per thousand and the commercial/tangible rate is proposed at \$9.39. The FY 25/26 rates are \$6.79 and \$9.17 per thousand.
- The 4% tax levy increase represents a 2.4% increase to the taxpayer.
- The 4% tax levy increase represents \$2,496,015 in anticipated revenue.

Budget Forecast – Revenue/Expense

TAX LEVY ANALYSIS

		2026	2027	2028	2029	2030
2% LEVY INCREASE						
REVENUES	\$	71,261,366.00	\$ 72,686,593.32	\$ 74,140,325.19	\$ 75,623,131.69	\$ 77,135,594.32
EXPENSES	\$	73,578,679.00	\$ 77,555,343.00	\$ 80,928,225.44	\$ 83,298,612.10	\$ 84,020,194.10
REQUIRED USE OF FUND BALANCE	\$	(2,317,313.00)	\$ (4,868,749.68)	\$ (6,787,900.25)	\$ (7,675,480.41)	\$ (6,884,599.78)

4% LEVY INCREASE

REVENUES	\$	71,261,366.00	\$ 74,955,616.00	\$ 77,630,149.61	\$ 80,408,427.65	\$ 83,294,567.54
EXPENSES	\$	73,578,679.00	\$ 77,555,343.00	\$ 80,928,225.44	\$ 83,298,612.10	\$ 84,020,194.10
REQUIRED USE OF FUND BALANCE	\$	(2,317,313.00)	\$ (2,599,727.00)	\$ (3,298,075.83)	\$ (2,890,184.44)	\$ (725,626.56)

Budget Forecast – Levy/Tax Rate

TAX LEVY ANALYSIS (cont.)

	2026	2027	2028	2029	2030	2031
2% LEVY INCREASE	4%	Valuation (20%)				
TAX LEVY INCREASE	\$ 62,400,345	\$ 63,646,746	\$ 64,920,973	\$ 66,218,390	\$ 67,545,925	\$ 68,898,453
RESIDENTIAL TAX RATE	\$ 6.79	\$ 6.82	\$ 5.80	\$ 5.83	\$ 5.86	\$ 5.89
		\$ 1,246,401	\$ 1,274,227	\$ 1,297,417	\$ 1,327,535	\$ 1,352,528
Additional Annual Revenue			\$ 27,826	\$ 23,190	\$ 30,118	\$ 24,993

4% LEVY INCREASE	4%	Valuation (20%)				
TAX LEVY INCREASE	\$ 62,400,345	\$ 64,896,360	\$ 67,490,284	\$ 70,205,273	\$ 73,045,397	\$ 76,001,545
RESIDENTIAL TAX RATE	\$ 6.79	\$ 6.96	\$ 6.03	\$ 6.20	\$ 6.35	\$ 6.51
		\$ 2,496,015	\$ 2,593,924	\$ 2,714,989	\$ 2,840,124	\$ 2,956,148
Additional Annual Revenue			\$ 97,909	\$ 121,065	\$ 125,135	\$ 116,024

Budget Forecast

Tax Rate Comparison

TAX LEVY ANALYSIS (cont.)

2025 Property Value	2026 Rate	2.0%	3.0%	4.0%
	\$6.79	\$6.82	\$6.89	\$6.96
\$450,000.00	\$3,056.85	\$3,070.80	\$3,101.40	\$3,131.55
Δ		\$13.95	\$44.55	\$74.70
\$850,000.00	\$5,774.05	\$5,800.40	\$5,858.20	\$5,915.15
Δ		\$26.35	\$84.15	\$141.10
\$1,000,000.00	\$6,793.00	\$6,824.00	\$6,892.00	\$6,959.00
Δ		\$31.00	\$99.00	\$166.00

2026-2027 Assumptions

- State Aid and reimbursements are projected.
- Town Manager reduced the Capital Improvement Plan budget to \$2,882,500 from Departments proposed \$6,248,168 + \$25,000 in Tower's transfer, for a total reduction of \$3,390,668.
- Town Manager reduction of Operating budget in the amount of \$377,722.
- School Department budgeted allocation increase of \$674,287 (2.3%)

2026-2027 Assumptions (cont.)

- Medical/Dental estimated at 10%/8%, respectively
- MLML increase request from \$1,126,729 to \$1,299,520, an increase of \$172,791.
- Transfer to Sunset Farms Fund for Capital Project of \$30,000.
- Debt Service issuance and Principal/Interest increased by \$246,328.

2026-2027 Assumptions (cont.)

- Town Council approval of \$8.5M Bond Issuance in FY25-26.
 - \$8M for Roads & Infrastructure
 - \$5M for Road Construction & Storm Drains
 - \$3M for Town Infrastructure
 - Town Hall Continuation
 - DPW Westmoreland Facility
 - Parks & Recreation Maintenance Shop & Sprague Shed
 - \$.5M for Affordable Housing
-
- \$1.1M for Heavy Equipment: Fire Pumper and DPW Vactor
(funded through Sec. 6-2-8 of the Town Charter)
 - *Need approval to order vehicles*
 - *Issue debt closer to delivery date*

2026-2027 Considerations

- New Positions (FTE) Requested
 - Finance/Accounting
 - Finance Specialist
 - DPW
 - Laborer
 - Mechanic
 - Parks & Recreation
 - Laborer
 - Inspection
 - Transfer to Mid-Management: Building Inspection Clerk
 - Town Clerk
 - Transfer to Mid-Management: Deputy Town Clerk

2026-2027 Considerations (cont.)

NOT BUDGETED

- Affordable Housing Trust
 - Annual Allocation \$50,000
 - Bond/Note Issuance Needs
- Additional Special Appropriation requests of \$21,100 over budget as presented.
 - Four (4) increases requested
 - One (1) new request

2026-2027 Considerations (cont.)

Organization	FY25-26 Approved	FY26-27 Request
Narragansett Historical Society	\$6,000.00	\$15,000.00
Wildlife Rehabilitation Clinic of RI	\$11,000.00	\$11,000.00
Narragansett Chamber of Commerce	\$30,000.00	\$30,000.00
Southern RI Volunteers	\$5,000.00	\$5,000.00
The Samaritans of Rhode Island	\$500.00	\$500.00
Jonnycake Center for Hope	\$7,500.00	\$7,500.00
VFW Post 916	\$5,000.00	\$5,000.00
St. Elizabeth Adult Day Care Centers	\$26,530.00	\$26,530.00
WARM Center - Welcome House	\$5,000.00	\$5,000.00
South Kingstown Senior Nutrition Program	\$82,085.00	\$68,877.00
South County Home Health (VNS)	\$2,000.00	\$2,000.00
South County Museum	\$10,000.00	\$12,000.00
Narrow River Preservation Association	\$2,600.00	\$2,700.00
Domestic Violence Resource Center	\$5,000.00	\$10,000.00
Meals on Wheels	\$2,000.00	\$2,000.00
St. Peters Community Market	\$5,000.00	\$5,000.00
Universal Juice	\$2,000.00	\$2,000.00
Neighbors Healing Neighbors RI	\$0.00	\$5,000.00
TOTAL	\$207,215.00	\$215,107.00

What is Next

- The Town Council work sessions are proposed for March 24th, 25th, and 26th (if needed).
- The 2nd public hearing is scheduled for April 20th.
- The adoption of the CIP resolution is scheduled for May 18th.
- The 1st reading of the Budget Ordinance is scheduled for May 18th and the 2nd reading and Adoption is scheduled for June 1st.

QUESTIONS

?

Item Cover Page

NARRAGANSETT TOWN COUNCIL AGENDA ITEM REPORT

DATE: March 16, 2026

FROM: Stephen Daignault, Public Works Director

DEPARTMENT: Public Works Department

SUBJECT:

A MOTION TO APPROVE a petition from The Narragansett Electric to install one (1) new push brace (PB1) approximately ten (10) feet South of Pole #1 on Caswell Street.

SUGGESTED ACTION:

That the Town Council approves a petition from The Narragansett Electric to install one (1) new push brace (PB1) approximately ten (10) feet South of Pole #1 on Caswell Street.

ATTACHMENTS:

[1 Caswell St.pdf](#)

PETITION OF NARRAGANSETT ELECTRIC
FOR POLE LOCATIONS
TO THE HONORABLE TOWN COUNCIL
OF NARRAGANSETT, RHODE ISLAND

THE NARRAGANSETT ELECTRIC

Respectfully asks permission to locate and maintain conduit, wires, and fixtures,
including the necessary sustain and protecting fixtures to be owned by your
petitioner along and across the following public ways:

Caswell St

Installing 1 new push brace PB1 along Caswell St supporting P1

Wherefore your petitioner requests that they be granted locations for and permission to erect and
maintain conduit and wires together with such sustaining and protecting fixtures as it may find
necessary to be in accordance with the plan filed herewith marked:

WR# 14785157

DATED 2/16/2026

Your petitioner agrees to reserve or provide space for one cross arm at
a suitable point on each of said conduits for the fire, police, and communication
wires belonging to the municipality and used by it exclusively for municipality
purposes.

NARRAGANSETT ELECTRIC

BY: Christopher Montalto

ORDER

The foregoing petition having been read it was voted that the consent of the

for the use of public ways named for the purposes stated in said petition be and it hereby
is granted----work to be done subject to the supervision at

A true copy of the vote at the _____

Adopted _____ and recorded in Records Book# _____ Page# _____

Clerk



Municipal Pole & UG Petition/Permit Request Form

Engineer: William Walker Date: 02/16/2026

City/Town: Narragansett Work Order # 14785157

Install: 1 ☒ SO ☐ JO Poles on CASWELL ST
(Quantity) (Check One) (Street Name)

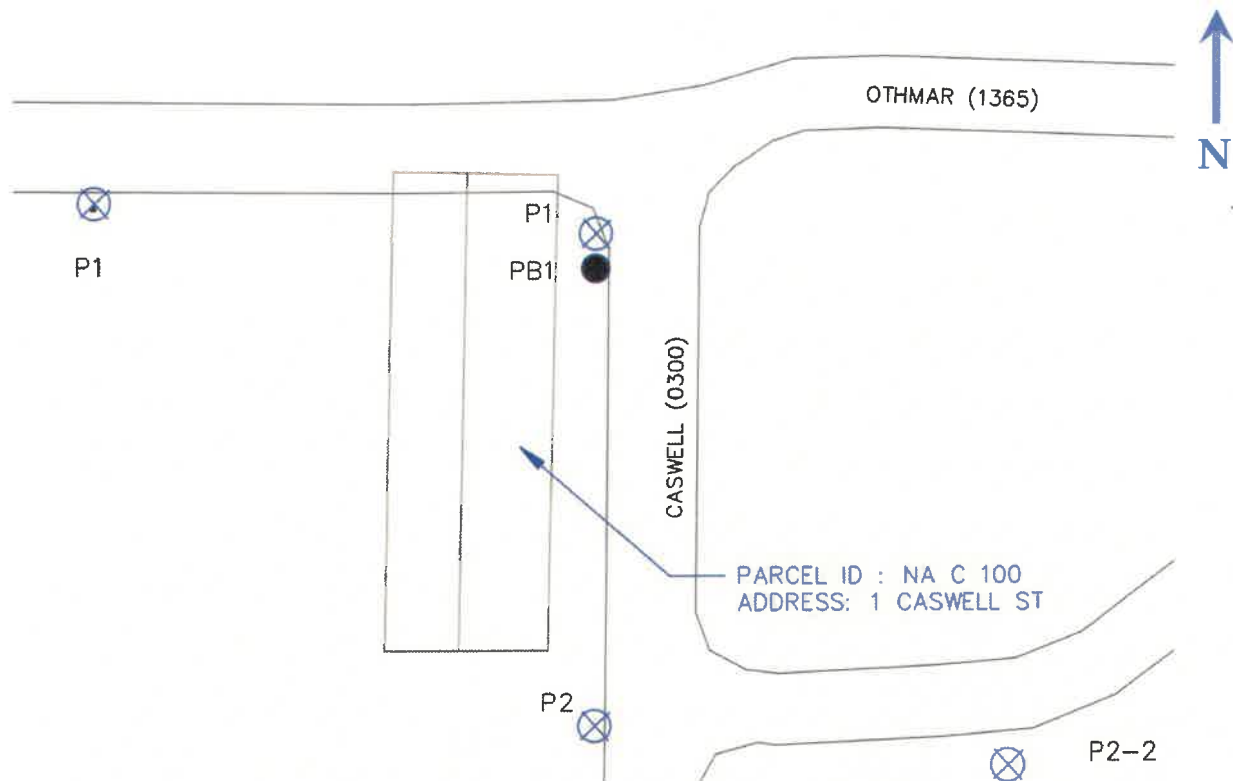
Remove: ☐ SO ☐ JO Poles on
(Quantity) (Check One) (Street Name)

Relocate: ☐ SO ☐ JO Poles on
(Quantity) (Check One) (Street Name)

Beginning at a point approximately Feet of
(Distance) (Compass Heading)
centerline of the intersection of and
(Street Name)
continuing approximately feet in a direction.
(Distance) (Compass Heading)

Install overhead/underground facilities: Street(s):

Description of Work: Installing 1 new Push Brace PB1 along Caswell St. supporting P1



Description of Work: Installing PB-1 on Caswell St. approximately 10' South of P1

Work Order #: 14785157

THE NARRAGANSETT ELECTRIC COMPANY
 AND VERIZON
 PLAN TO ACCOMPANY PETITION

To The ☐ CITY or ☒ TOWN of Narragansett
 (Check One) (Name of City/Town)

For Joint Pole Location On Caswell St.
 (Street Name)

Date: 02/16/2026

Key To Symbols

-  New Pole Location
-  Existing Pole Location for Reference

Item Cover Page

NARRAGANSETT TOWN COUNCIL AGENDA ITEM REPORT

DATE: March 16, 2026

FROM: Michelle Kershaw, Parks & Recreation Director

DEPARTMENT: Parks and Recreation Department

SUBJECT:

A MOTION TO APPROVE the request from URI Kappa Sigma Fraternity to change the date for the 6th Annual Polar Plunge for Military Heroes Campaign at the Town Beach from Sunday, March 1, 2026, to Sunday, March 29th, 2026.

SUGGESTED ACTION:

This event was originally scheduled for Sunday, March 1, 2026, and approved by Town Council on February 2nd, 2026. A request was received to move the event to Sunday, March 29th, 2026, due to logistical issues. All event details remain the same.

ATTACHMENTS:

[2026_Polar_Plunge_at_Narragansett_Town_Beach_-_Facility_Use_Form.pdf](#)

[February 2, 2026, TC agenda meeting minutes for the URI Kappa Sigma Fraternity 6th Annual Polar Plunge.pdf](#)

[March 5, 2026, email from Ethan Ringler requesting to change date of Polar Plunge.pdf](#)



Narragansett Parks & Recreation Facility Use Form

170 Clark Road
Narragansett, RI 02882
401-782-0658

Organization (If applicable): The Kappa Sigma Fraternity Contact Person: Ethan Ringler
Phone: 401-533-3911 Fax: _____ Email: ringlerethan20@gmail.com

Time requested must include preparation and cleanup. Facility request is not approved until you receive signed confirmation from the Parks and Recreation Department.

Event: 2026 Polar Plunge Number of Participants: 200
Dates: March 1, 2026 Start Time: Set
up 8:00 AM start time 11:00 AM End Time: 2:00 PM Please
give a brief description of your event (Please attach further documentation if needed):

On March 1, 2026, the Brothers of the Tau-Eta Chapter of the Kappa Sigma Fraternity at the University of Rhode Island will be hosting our 6th Annual Polar Plunge. This philanthropic event will take place at Narragansett Town Beach, where students, families, friends, and community members will "Take the Plunge" into the freezing Atlantic Ocean! All proceeds will be going to the Kappa Sigma Military Heroes Campaign or a local organization. The Kappa Sigma Military Heroes Campaign is an organization that focuses on providing care to the men and women who have served our country. The Kappa Sigma Military Heroes Campaign has partnered with some fantastic non-profit organizations, such as The SEAL Legacy Foundation, Veterans Moving Forward, Veteran Success Resource Group, and Homes For Our Troops. In conjunction with the Kappa Sigma Military Heroes Campaign, these organizations are responsible for providing care to enhance the lives of veterans and their families.

Requested Facility(s)

☐ Big Sprague ☐ Tennis Building ☐ Clarke
Road ☐ Christofaro Park ☐ Little Sprague
☐ George C
☐ Boon Street ☒ Town Beach
☐ Eastwood Look ☐ Other

☐ Lights will be needed at the facility I am requesting

Area(s) Requested

☐ Baseball Field ☐ Basketball Court
☐ Lower Soccer Field ☐ Tennis Court
☐ Upper Soccer Field ☐ Playground Area

Participation Waiver

In consideration of the use of a Narragansett Parks and Recreation Facility, I hereby waive, release, and discharge any claims for damages for death, personal injury, or property damage which I may have, or which hereafter accrue to me as a result of my use of the reserved facility. This release is intended to discharge in advance the Town of Narragansett, and all of its officers, agents, and employees from and against any liability arising out of or connected with the use of said facility. It is understood by my signature below that I have agreed that this waiver, release, and assumption of risk is to be binding on my heirs, personal representatives, next of kin, spouse, and assigns. The signature below indicates the requesting group or individual agrees with all Narragansett Parks and Recreation facility use procedures and the participation waiver. Drones or UAS are not permitted on Town Property without a permit.

Note: Permit may be revoked at any given time by this e rtme

In consideration of the issuance of this permit, the above agrees to pay for any and all damages that may be incurred in connection with use of same.

Fee Due:

0

Signature:

Ethan Ringler

Ethan Ringler

Date:

1/8/2026

1/8/2026

Director's Signature:

M. K. Gershaw

Date:

1/8/26

NARRAGANSETT TOWN COUNCIL

REGULAR MEETING VOTES MONDAY, FEBRUARY 2, 2026 7:00 PM ASSEMBLY ROOM

Posted: February 4, 2026

Present: Alexander T. Menzies - President, James P. Durkin – Pro Tem, Jason Colonies, Ryan J. Torrealday

Absent: Donna Vignali

Also Present: James R. Tierney -Town Manager, James M. Callaghan, Esq. – Town Solicitor, Sarah Masson, CMC – Town Clerk; Terry Fleming – Land Conservancy Trust, Chair

CALL TO ORDER

TIME: 7:04 PM

PLEDGE OF ALLEGIANCE

A. ANNOUNCEMENTS/PRESENTATIONS

A.1 *Town Manager's Update* – Manager J. Tierney noted the following: the public hearing scheduled for February 17th on a possible amendment to section 7.23 ‘Student Occupied Dwellings...’ is going to be rescheduled due to the Narragansett Times not running the required public notice; discussed the many years of experience and the hard work of town staff during the recent snow storm, noting that many emails were received commending the staff on a job well done; also received an email from a resident who wanted to acknowledge several Narragansett police officers for their compassion and professionalism while he was experiencing exhaustion due to an illness; the town has received two Rhode Island Interlocal Trust Safety grants one of which was a safety and security grant for \$2,000 for the purchase and installation of handrails along the stairway from the sidewalk to the parking lot at the Town Hall, the other is a safety enhancement grant to purchase a catch basin grade sling for the department of Public Works; and the Narragansett High School has notified him that they are offering floral arrangements for Valentines Day, orders can be submitted by calling 401/792-9400 or emailing Meredith Ashworth at mashworth@nssk12.org.

B. APPROVAL OF MINUTES

APPROVED ITEMS B.1-B.3 (Motion – J. Colonies/Second – R. Torrealday; Vote: 4-0)

B.1 A MOTION TO APPROVE the minutes of the November 17, 2025 Regular Meeting.

B.2 A MOTION TO APPROVE the minutes of the December 15, 2025 Work Session.

B.3 A MOTION TO APPROVE the minutes of the December 15, 2025 Regular Meeting.

APPROVED (Motion – J. Colonies/Second – J. Durkin; Vote: 3-0; R. Torrealday abstained)

B.4 A MOTION TO APPROVE the minutes of the January 20, 2026 Executive Session.

OPEN FORUM/PUBLIC COMMENT

Karen Shabshelowitz – 63 Wanda Street – thanked Michelle Kershaw for assisting her with clearing her driveway so her furnace could be serviced. She talked about her grandson who has been fighting bone marrow cancer for five years. He is going to Pennsylvania to ring the bell as a 5-year cancer survivor. She discussed the thoughtfulness of the school resource officer in a town just outside of Asheville, North Carolina where her son and grandson live who was issued an award for the way she looked after her grandson when he was diagnosed.

Joe Cardello – 20 Narragansett Avenue – discussed the parking on Narragansett Avenue. He has been before the previous and current town council four times and stated that he would like to see the empty parking spots on Caswell Street open to all residents. He also noted there are loose rocks in the seawall along the section between the Coast Guard House and the beach.

Roger Jadosz – 1 Blindbrook Drive – stated that the council does not listen to the experts or the public and cannot believe that they passed the setback ordinance. He discussed the condition of the water system and how the council wants to build more houses. He noted that 576 Point Judith Road was on the market for almost a year before the town purchased and questions what's wrong with it.

Rupert Friday – 113 Montauk Road – (*speaking as a resident and not a member of the Planning Board*) Asked if the council could explain the changes in section 4.5e of the dimensional regulation ordinance, Breakwater Village has their own zoning and the homeowner's association has stated that it does not want to revert to the previous setbacks, and the ordinance amendments eliminates the five foot minimum setback for the fire department and emergency services. He urged the Town Council to slow down and meet the Planning Board halfway before adopting these changes.

Carolyn Petrocelli – 74 Rockland Street – stated that she could smell the sewer from the Regional Wastewater Treatment Facility when she was walking into Town Hall. She read a statement from a Senator regarding zoning ordinance changes in Portsmouth. She asked the council how the proposed zoning changes helped the residents of Narragansett.

C. PUBLIC HEARING/DECISION

C.1 A MOTION TO OPEN a Public Hearing on an ordinance amendment of Appendix A entitled, 'Zoning' regarding proposed changes to Section 9 'Nonconforming Uses and Structures', CONTINUE the public hearing to March 2, 2026, and REFER the updated changes to the Planning Board for review and recommendation.

OPENED, CONTINUED, AND REFERRED

(Motion – J. Colonies/Second – R. Torrealday; Vote: 4-0)

D. CONSENT AGENDA

APPROVED AS PRESENTED (4 ITEMS) (Motion – J. Colonies/Second – J. Durkin; Vote: 4-0)

- D.1 A MOTION TO APPROVE the request from URI Kappa Sigma Fraternity for the 6th Annual Polar Plunge for Military Heroes Campaign at the Town Beach on Sunday, March 1, 2026, from 11am to 2pm.
- D.2 A MOTION TO APPROVE and AUTHORIZE the Narragansett Parks and Recreation Department to partner with the Narrow River Preservation Association in offering three (3) educational programs at the Middlebridge property, subject to approval of state and local regulations.
- D.3 A MOTION TO APPROVE the one (1)- year contract extension for Fiber Optic System Maintenance and Improvement Services with MasTec Communications Group (formerly BroadBand Access Services, Inc.) at their quoted bid prices for regular and emergency services and their percentage mark-ups for parts, materials, and equipment.
- D.4 A MOTION TO APPROVE the real estate addendums in the amount of \$2,876.80.

NEW BUSINESS

E. TOWN COUNCIL

E.1 A MOTION TO READ, PASS, AND ADOPT as a second reading an ordinance in amendment of Appendix A entitled, 'Zoning' regarding dimensional regulations and rear and side yard setbacks.

READ, PASSED, AND ADOPTED

(Motion – J. Colonies/Second – R. Torrealday; Vote: 3-0; J. Durkin abstained)

E.2 A MOTION TO AWARD the bid for Real-Estate Brokerage Services and/or Marketing Firms To Secure A Long-Term Lease at 35 Kingstown Road to the sole bidder, Sweeney Real Estate & Appraisal at their stated terms.

AWARDED (Motion – J. Colonies/Second – R. Torrealday; Vote: 4-0)

E.3 A MOTION TO DISCUSS AND APPROVE a Home Repair Program utilizing funds from the 2024 voter approved Affordable Housing Bond pending finalization of the attached draft procedures and terms and conditions.

DISCUSSED AND APPROVED (Motion – J. Colonies/Second – J. Durkin; Vote: 4-0)

E.4 A MOTION TO DISCUSS AND APPROVE the issuance of a Request for Proposal by the Town of Narragansett for an administrator for homeowner rental incentive program.

DISCUSSED AND APPROVED (Motion – R. Torrealday/Second – J. Colonies; Vote: 4-0)

E.5 A MOTION TO APPROVE the purchase of CivicSend from CivicPlus, Inc. for one (1) year in the amount of \$3,124.00.

APPROVED (Motion – J. Colonies/Second – R. Torrealday; Vote: 4-0)

F. PARKS AND RECREATION DEPARTMENT

F.1 A MOTION TO APPROVE the 2026 Middlebridge Marina rental slip rates at \$800.00 per full slip and \$600 for side slip for the 2026 season.

APPROVED (Motion – R. Torrealday/Second – J. Colonies; Vote: 4-0)

G. COMMUNITY DEVELOPMENT

G.1 A MOTION TO APPOINT one member of the Town Council to serve as a "Project Partner" for the Climate Resilience Ordinance Review project currently underway.

APPOINTED R. TORREALDAY (Motion – J. Durkin/Second – J. Colonies; Vote: 4-0)

H. PUBLIC WORKS

H.1 A MOTION TO APPROVE, RATIFY, AND CONFIRM Change Order No. 3 with Martone Service Company, Inc. for the Town Hall Front Entrance Refurbishment Project in the amount of \$15,398.50 and APPROVE Change Order No. 4 for the project in the amount of \$93,453.07.

APPROVED, RATIFIED, AND CONFIRMED

(Motion – J. Colonies/Second – R. Torrealday; Vote: 4-0)

I. ENGINEERING DEPARTMENT

I.1 A MOTION TO REFER the request from Stephen H. Marsella, Esq. on behalf of Joseph A. Volpe in regard to Plat N-A, Lot 30-20 (51 Isabelle Drive) for waiver of the Sewer Policy to the Sewer Policy Committee for review.

REFERRED (Motion – J. Colonies/Second – R. Torrealday; Vote: 4-0)

I.2 A MOTION TO AWARD the bid for Power Washing of Point Judith, Kinney Avenue, and North End Water Tanks to the lowest bidder, Downspout, in the amount of \$31,775.00.

AWARDED (Motion – J. Colonies/Second – R. Torrealday; Vote: 4-0)

I.3 A MOTION TO APPROVE the contract for Water Supply System Management Plan Update with James J. Geremia & Associates, Inc., in the amount of \$30,500.00.

APPROVED (Motion – J. Colonies/Second – R. Torrealday; Vote: 4-0)

I.4 A MOTION TO AWARD the bid for Miscellaneous Repair and Construction - Water, Wastewater, and General Public Works Systems to two (2) bidders: R.T. Nunes and Sons, Inc. and Key Corporation at

their quoted unit prices and percentage mark-ups for outside contracted services and materials (excluding Bid Items 2F and 2G) for a one (1)-year period.

AWARDED (Motion – J. Colonies/Second – R. Torrealday; Vote: 4-0)

J. FINANCE DEPARTMENT

J.1 A MOTION TO APPROVE a one (1)-year contract extension for General Construction Services with Abcore Restoration Company, Inc. at the revised bid prices (hourly rates) to comply with State Prevailing Wages, under the same terms and conditions as the original bid.

APPROVED (Motion – R. Torrealday/Second – J. Colonies; Vote: 4-0)

K. TOWN CLERK

K.1 A MOTION TO CONFIRM the appointment of Peg Fradette to the Economic Development Committee as the Chamber of Commerce Representative for a term set to expire on April 1, 2027.

CONFIRMED (Motion – J. Colonies/Second – R. Torrealday; Vote: 4-0)

DISCLOSURE OF EXECUTIVE SESSION VOTES (if any)

Vote taken during the November 3, 2025 Executive Session:

A motion to give Solicitor James Callaghan the authority to enter into negotiations for the purchase of 576 Point Judith Road for the purpose of affordable housing - with authorization for Town Manager James Tierney to sign the agreement.

(Motion – A. Menzies/Second – J. Colonies; Vote: 5-0)

Vote taken during the December 15, 2025 Executive Session:

Motion to authorize the Town Solicitor to enter into a purchase and sales agreement for 576 Point Judith Road on behalf of the Town of Narragansett with execution by Town Manager James Tierney for sale price of \$475,000 with condition of wetlands verification with DEM. Closing in 90 days or 10 days after the confirmation of wetlands flagging by DEM.

(Motion - J. Colonies/Second - J. Durkin. Vote: 5-0)

ADJOURNMENT

TIME: 8:51 PM (Motion – J. Durkin/Second – R. Torrealday; Vote: 4-0)

Attest:



Sarah Masson, CMC
Council Clerk

Minutes Accepted as Presented:

Sarah Masson, CMC
Council Clerk

This meeting was streamed live, and a digital format has been made a part of the record for a complete account of the Council meeting.

A recording of the meeting can be viewed on YouTube at the following link:

<https://www.youtube.com/watch?v=SPPbTAvY5NY&t=246s>

Agenda items from 6/5/2023-current can be searched and viewed on the Town Website at the following link:

<https://narragansetttri.gov/673/Agenda-Granicus>

Michelle Kershaw

From: Ethan Ringler <ringlerethan20@gmail.com>
Sent: Thursday, March 5, 2026 12:08 AM
To: Michelle Kershaw
Cc: John Casner
Subject: Re: [EXTERNAL] Re: Liability Insurance

CAUTION: This email originated from outside of the Town of Narragansett. Do not click links or open attachments unless you know the content is safe.

I apologize for the late response, the reason for the date change was largely due to two reasons. Reason one was that we did not have enough membership dues in to complete our t-shirt order. Reason number two was that we encountered an issue getting our insurance, and forced us to delay the plunge. If there is anyone I can speak to insure the plunge can go on I would be more than happy to, since we are well under way in our fundraising.

On Wed, Mar 4, 2026 at 2:30 PM Michelle Kershaw <mkershaw@narragansetttri.gov> wrote:

Please explain the reason for the change in date. I will need this information for the Town Council agenda by 4pm today!

From: Ethan Ringler <ringlerethan20@gmail.com>
Sent: Wednesday, March 4, 2026 2:18 PM
To: Michelle Kershaw <mkershaw@narragansetttri.gov>
Subject: [EXTERNAL] Re: Liability Insurance

CAUTION: This email originated from outside of the Town of Narragansett. Do not click links or open attachments unless you know the content is safe.

Dear Michelle,

I hope you are doing well. I'm writing to let you know that the Polar Plunge has been rescheduled to March 29. I also want to sincerely apologize for the delay in getting back to you. I was unexpectedly locked out of my personal Gmail account, which set me back in my communications. I will be sending the liability insurance documentation to you shortly. Thank you for your patience and understanding.

Item Cover Page

NARRAGANSETT TOWN COUNCIL AGENDA ITEM REPORT

DATE: March 16, 2026

FROM: Alexander T. Menzies, President

CO-SPONSOR: Ryan J. Torrealday, Member

DEPARTMENT: Town Clerk

SUBJECT:

A MOTION TO READ, PASS, AND ADOPT as a second reading an ordinance in amendment of Section 7.23 'Student Occupied Dwellings, located in a R-10, R-10A or R20 Zone' within Appendix A entitled 'Zoning'.

SUGGESTED ACTION:

The public hearing and the first reading were held at the March 2, 2026 Town Council regular meeting.

Please note the following:

- During the public hearing Town Clerk S. Masson clarified that she had accidentally noted Councilor D. Vignali as the sponsor of this item. The item should have reflected that the sponsors were Councilors A. Menzies and R. Torrealday.
- During the public hearing an amendment of adding the word '*legal*' before the word '*bedroom*' was discussed as noted in the recommendation submitted by the Planning Board.
- During the first reading the Town Council voted to amend the ordinance to included the word '*legal*' before the word '*bedroom*' and the main motion was approved to 'introduce, read, pass, and accept as amended'. The amendment is shown in blue in the attachment.

ATTACHMENTS:

[Ordinance Amendment of Section 7.23 - College_Student - Second reading.docx](#)

TOWN OF NARRAGANSETT
CHAPTER _____

**AN ORDINANCE IN AMENDMENT OF APPENDIX A
OF THE CODE OF ORDINANCES OF THE
TOWN OF NARRAGANSETT, RHODE ISLAND, ENTITLED “ZONING”**

It is ordained by the Town Council of the Town of Narragansett as follows:

(Only the following sections would be amended and any text not cited, or cited but not underlined or crossed out, remains unchanged. Text deletions are ~~crossed out~~; Text additions are underlined.)

Section 1: That section 7.23 (Student occupied dwellings, located in a R-10, R-10A or R20 zone) within section 7 (Supplementary Zoning Regulations), is hereby proposed to be amended as follows:

Section 7.23. – Student occupied dwellings, located in a R-10, R-10A or R20 zone.

A dwelling or dwelling unit shall not be occupied by more than ~~three~~ five college students, unless the building in which the dwelling is located is owner occupied. The maximum number shall be one college student per legal bedroom and shall not exceed five (5) college students per dwelling. The maximum number shall not apply to NARR-certified recovery residences.

Section 2: This ordinance shall take effect upon passage, and all other ordinances or parts of ordinances inconsistent herewith are hereby repealed as of that date.

First reading, read and passed in the Town Council meeting legally assembled the 2nd day of March, 2026.

Second reading, read and passed in the Town Council meeting legally assembled the ____ day of _____, 2026.

ATTEST:

Sarah Masson, CMC
Town Clerk

Item Cover Page

NARRAGANSETT TOWN COUNCIL AGENDA ITEM REPORT

DATE: March 16, 2026

FROM: Alexander T. Menzies, President

DEPARTMENT: Town Council

SUBJECT:

A MOTION TO ADOPT a Resolution in support of House Bill H-7571 and Senate Bill S-2176 which proposes the enactment of legislation which creates a special registration plate for the Friends of the Historic Narragansett Towers.

SUGGESTED ACTION:

This resolution expresses the full support of House bill H-7571 and Senate Bill S-2176 which proposes enactment of RIGL §31-3-132 which would authorize the Division of Motor Vehicles to issue a special motor vehicle registration plate referencing the Friends of the Historic Narragansett Towers. This legislation is being sponsored by Senator Alana DiMario (S2176) in the Senate and by Representatives Carol Hagan McEntee and Teresa Tanzi (H7571).

ATTACHMENTS:

[Resolution - Supporting Friends of the Historic Narragansett Towers License Plate.docx](#)
[H7571 -Special Plate for Friends of the Historic Narragansett Towers.pdf](#)
[S2176 -Special Plate for Friends of the Historic Narragansett Towers.pdf](#)

**A RESOLUTION IN SUPPORT OF HOUSE BILL H-7571 AND SENATE BILL S-2176
CREATING A SPECIAL REGISTRATION PLATE FOR THE FRIENDS OF THE
HISTORIC NARRAGANSETT TOWERS**

WHEREAS, the Narragansett Towers are an important historic and cultural landmark in the Town of Narragansett; and

WHEREAS, the Friends of the Historic Narragansett Towers is a nonprofit group dedicated to preserving and supporting this landmark; and

WHEREAS, the Rhode Island General Assembly is considering legislation that would allow the Division of Motor Vehicles to create a special license plate to support the Friends of the Historic Narragansett Towers; and

WHEREAS, this legislation would allow the organization to design the plate with the DMV and would require the group to meet the state's minimum order and prepayment requirements before the plates can be produced; and

WHEREAS, the legislation includes a \$40 surcharge for the new plate, with \$20 going to the State's general fund and \$20 going to the Friends of the Historic Narragansett Towers to support programs and preservation efforts; and

WHEREAS, a \$10 surcharge on yearly renewals would also go to the Friends of the Historic Narragansett Towers; and

WHEREAS, the funds the organization receives must be used for Rhode Island-based charitable purposes, with annual reporting required.

NOW, THEREFORE, BE IT RESOLVED, that the Town Council of the Town of Narragansett hereby expresses its full support for House Bill H-7571 and Senate Bill S-2176 which proposes the enactment of Rhode Island General Laws §31-3-132 establishing a special motor vehicle registration plate for the Friends of the Historic Narragansett Towers.

BE IT FURTHER RESOLVED, that the Town Council urges the Rhode Island General Assembly to approve this legislation in recognition of the cultural, historical, and economic value the Towers provide to the community and the State.

BE IT FURTHER RESOLVED, that a copy of this Resolution shall be forwarded to the members of the Narragansett delegation to the Rhode Island General Assembly, the Governor of the State of

Rhode Island, the Administrator of the Division of Motor Vehicles, and the Friends of the Historic Narragansett Towers.

Adopted this ____ day of March 2026.

TOWN OF NARRAGANSETT

Alexander T. Menzies
Council President

ATTEST:

Sarah Masson, CMC
Town Clerk

2026 -- H 7571

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LC004681
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STATE OF RHODE ISLAND

IN GENERAL ASSEMBLY

JANUARY SESSION, A.D. 2026

A N A C T

RELATING TO MOTOR AND OTHER VEHICLES -- REGISTRATION OF VEHICLES

Introduced By: Representatives Tanzi, and McEntee

Date Introduced: February 06, 2026

Referred To: House Special Legislation

It is enacted by the General Assembly as follows:

1 SECTION 1. Chapter 31-3 of the General Laws entitled "Registration of Vehicles" is
2 hereby amended by adding thereto the following section:

3 **31-3-132. Special plate for the Friends of the Historic Narragansett Towers.**

4 (a) The administrator of the division of motor vehicles is empowered to make available
5 special motor vehicle registration plates for the not-for-profit entity Friends of the Historic
6 Narragansett Towers. The plates shall be designed to reference the not-for-profit entity Friends of
7 the Historic Narragansett Towers.

8 (b) The special plate shall be displayed upon the same registration number assigned to the
9 vehicle for which it was issued and shall be used in place of and in the same manner as the
10 registration plates issued to the vehicle. The original registration plates for the vehicle shall be
11 removed from the vehicle and returned to the division of motor vehicles. The registration certificate
12 for the plates shall be carried in the vehicle in accordance with § 31-3-9. The registration certificate
13 shall be in effect for the special plate.

14 (c) The Friends of the Historic Narragansett Towers motor vehicle plates shall be the same
15 size as regular motor vehicle plates and shall be designed by the Friends of the Historic Narragansett
16 Towers in conjunction with the division of motor vehicles, with the design approved by the Rhode
17 Island state police.

18 (d) The Friends of the Historic Narragansett Towers plates shall be subject to compliance
19 with § 31-3-117 relating to the number of minimum prepaid orders of plates per plate type (i.e.,

1 passenger, commercial, etc.) and any required payment. The Friends of the Historic Narragansett
2 Towers plates shall not be issued unless the minimum order requirements are met. The initial order
3 will be handled by the Friends of the Historic Narragansett Towers and shall not be submitted to
4 the division of motor vehicles for production until the minimum order(s) have been met and the
5 proper paperwork submitted to the division.

6 (e) The administrator of motor vehicles shall develop prepayment procedures and any other
7 procedures deemed necessary to carry out the purposes of this section.

8 (f) In addition to the regular prescribed motor vehicle registration fee, Friends of the
9 Historic Narragansett Towers plates shall be subject to a forty dollar (\$40.00) issuance surcharge.

10 (g) The forty dollar (\$40.00) issuance surcharge shall be allocated as follows: twenty
11 dollars (\$20.00) shall be allocated to the general fund and the remaining twenty dollars (\$20.00)
12 shall be distributed annually to the Friends of the Historic Narragansett Towers to host cultural and
13 performing arts programs to raise public awareness and support for preservation and use of the
14 Towers in Rhode Island.

15 (h) A ten dollar (\$10.00) surcharge for subsequent registration renewals shall be allocated
16 to the Friends of the Historic Narragansett Towers.

17 (i) In consideration of the receipt of funds from the registration of the Friends of the
18 Historic Narragansett Towers plates, the Friends of the Historic Narragansett Towers must use any
19 Rhode Island-sourced funds in and for the benefit of Rhode Island-based charitable organizations.

20 (j) The Friends of the Historic Narragansett Towers will be required to submit an annual
21 accounting report before such monies are distributed.

22 (k) There shall be no refunds for early cancellation of the Friends of the Historic
23 Narragansett Towers plates.

24 SECTION 2. This act shall take effect upon passage.

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LC004681
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EXPLANATION
BY THE LEGISLATIVE COUNCIL
OF
A N A C T
RELATING TO MOTOR AND OTHER VEHICLES -- REGISTRATION OF VEHICLES

- 1 This act would create a special motor vehicle registration plate for the Friends of the
- 2 Historic Narragansett Towers.
- 3 This act would take effect upon passage.

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STATE OF RHODE ISLAND

IN GENERAL ASSEMBLY

JANUARY SESSION, A.D. 2026

A N A C T

RELATING TO MOTOR AND OTHER VEHICLES -- REGISTRATION OF VEHICLES

Introduced By: Senator Alana DiMario

Date Introduced: January 16, 2026

Referred To: Senate Special Legislation and Veterans Affairs

It is enacted by the General Assembly as follows:

1 SECTION 1. Chapter 31-3 of the General Laws entitled "Registration of Vehicles" is
2 hereby amended by adding thereto the following section:

3 **31-3-132. Special plate for the Friends of the Historic Narragansett Towers.**

4 (a) The administrator of the division of motor vehicles is empowered to make available
5 special motor vehicle registration plates for the not-for-profit entity Friends of the Historic
6 Narragansett Towers. The plates shall be designed to reference the not-for-profit entity Friends of
7 the Historic Narragansett Towers.

8 (b) The special plate shall be displayed upon the same registration number assigned to the
9 vehicle for which it was issued and shall be used in place of and in the same manner as the
10 registration plates issued to the vehicle. The original registration plates for the vehicle shall be
11 removed from the vehicle and returned to the division of motor vehicles. The registration certificate
12 for the plates shall be carried in the vehicle in accordance with § 31-3-9. The registration certificate
13 shall be in effect for the special plate.

14 (c) The Friends of the Historic Narragansett Towers motor vehicle plates shall be the same
15 size as regular motor vehicle plates and shall be designed by the Friends of the Historic Narragansett
16 Towers in conjunction with the division of motor vehicles, with the design approved by the Rhode
17 Island state police.

18 (d) The Friends of the Historic Narragansett Towers plates shall be subject to compliance
19 with § 31-3-117 relating to the number of minimum prepaid orders of plates per plate type (i.e.,

1 passenger, commercial, etc.) and any required payment. The Friends of the Historic Narragansett
2 Towers plates shall not be issued unless the minimum order requirements are met. The initial order
3 will be handled by the Friends of the Historic Narragansett Towers and shall not be submitted to
4 the division of motor vehicles for production until the minimum order(s) have been met and the
5 proper paperwork submitted to the division.

6 (e) The administrator of motor vehicles shall develop prepayment procedures and any other
7 procedures deemed necessary to carry out the purposes of this section.

8 (f) In addition to the regular prescribed motor vehicle registration fee, Friends of the
9 Historic Narragansett Towers plates shall be subject to a forty dollar (\$40.00) issuance surcharge.

10 (g) The forty dollar (\$40.00) issuance surcharge shall be allocated as follows: twenty
11 dollars (\$20.00) shall be allocated to the general fund and the remaining twenty dollars (\$20.00)
12 shall be distributed annually to the Friends of the Historic Narragansett Towers to host cultural and
13 performing arts programs to raise public awareness and support for preservation and use of the
14 Towers in Rhode Island.

15 (h) A ten dollar (\$10.00) surcharge for subsequent registration renewals shall be allocated
16 to the Friends of the Historic Narragansett Towers.

17 (i) In consideration of the receipt of funds from the registration of the Friends of the
18 Historic Narragansett Towers plates, the Friends of the Historic Narragansett Towers must use any
19 Rhode Island-sourced funds in and for the benefit of Rhode Island-based charitable organizations.

20 (j) The Friends of the Historic Narragansett Towers will be required to submit an annual
21 accounting report before such monies are distributed.

22 (k) There shall be no refunds for early cancellation of the Friends of the Historic
23 Narragansett Towers plates.

24 SECTION 2. This act shall take effect upon passage.

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LC003635
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EXPLANATION
BY THE LEGISLATIVE COUNCIL
OF
A N A C T
RELATING TO MOTOR AND OTHER VEHICLES -- REGISTRATION OF VEHICLES

- 1 This act would create a special motor vehicle registration plate for the Friends of the
- 2 Historic Narragansett Towers.
- 3 This act would take effect upon passage.

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LC003635
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Item Cover Page

NARRAGANSETT TOWN COUNCIL AGENDA ITEM REPORT

DATE: March 16, 2026

FROM: Alexander T. Menzies, President

DEPARTMENT: Town Council

SUBJECT:

A MOTION TO ADOPT a Resolution in support of House Bill H-7485 which proposes establishing reimbursement for community paramedic programs.

SUGGESTED ACTION:

ATTACHMENTS:

[Resolution in support of H7485 - Reimbursement for community paramedic programs.docx](#)
[H7485.pdf](#)

**TOWN OF NARRAGANSETT
RESOLUTION IN SUPPORT OF H7485 - ESTABLISHING REIMBURSEMENT FOR
COMMUNITY PARAMEDIC PROGRAMS**

WHEREAS, the Town Council of Narragansett recognizes the critical role that community paramedicine plays in improving public health, reducing emergency room visits, and enhancing healthcare accessibility for residents; and

WHEREAS, community paramedics provide essential services such as in-home healthcare assessments, chronic disease management, post-hospital discharge follow-ups, and mental health crisis intervention, thereby reducing unnecessary emergency medical services (EMS) and hospital admissions; and

WHEREAS, the absence of a dedicated reimbursement mechanism for community paramedic programs creates financial barriers that limit their expansion and sustainability, despite their proven benefits in reducing overall healthcare costs and improving patient outcomes; and

WHEREAS, House Bill H7485, currently under consideration by the Rhode Island Legislature, seeks to establish a reimbursement framework for community paramedic services through Medicaid and other state-supported healthcare programs, ensuring the financial viability of these programs; and

WHEREAS, supporting this legislation aligns with the Town of Narragansett's commitment to enhancing public health, optimizing emergency response resources, and fostering a more proactive and preventive healthcare system;

NOW, THEREFORE, BE IT RESOLVED, that the Town Council of the Narragansett hereby expresses its full support for House Bill H7485 and urges the Rhode Island Legislature to pass this critical legislation; and

BE IT FURTHER RESOLVED, that copies of this resolution be sent to the Governor, State Legislators representing the Town of Narragansett, and other relevant stakeholders to advocate for the passage and implementation of House Bill H7485.

Adopted this ____ day of March 2026.

TOWN OF NARRAGANSETT

Alexander T. Menzies
Council President

ATTEST:

Sarah Masson, CMC
Town Clerk

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LC004515
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STATE OF RHODE ISLAND

IN GENERAL ASSEMBLY

JANUARY SESSION, A.D. 2026

A N A C T

RELATING TO HEALTH AND SAFETY -- EMERGENCY MEDICAL TRANSPORTATION
SERVICES

Introduced By: Representatives Spears, McEntee, Cotter, Donovan, Azzinaro, Kennedy,
Casey, Slater, Kazarian, and Casimiro

Date Introduced: February 04, 2026

Referred To: House Health & Human Services

It is enacted by the General Assembly as follows:

SECTION 1. Chapter 23-4.1 of the General Laws entitled "Emergency Medical
Transportation Services" is hereby amended by adding thereto the following section:

23-4.1-3.1. Mobile integrated healthcare community paramedicine program.

(a) The department of health, in collaboration of the ambulance service coordinating
advisory board, shall administer a mobile integrated healthcare community paramedicine program
(the" program"), as defined in § 27-18-1.1, § 27-19-1, § 27-20-1, and § 27-41-2, and shall
promulgate any rules, regulations, standing orders, protocols, and procedures necessary and proper
for the efficient administration and enforcement of this section. The requirements of this section
shall only apply to emergency medical services agencies as defined in chapters 18, 19, 20, and 41
of title 27, who apply for and receive approval from the department of health to provide such
services. The scope of the program shall address and incorporate ambulance services which are in-
network ("INN") ground ambulance services, out-of-network ("OON") ground ambulance
services, INN and OON community-based healthcare services, and INN and OON mobile
integrated health community paramedicine programs approved by the department of health.

(b) Provided, an OON ground ambulance service participating in the program shall be
subject to all state and federal prohibitions on surprise medical billing for their services.

SECTION 2. Sections 27-18-1.1 and 27-18-69 of the General Laws in Chapter 27-18
entitled "Accident and Sickness Insurance Policies" are hereby amended to read as follows:

1 **27-18-1.1. Definitions.**

2 As used in this chapter:

3 (1) “Adverse benefit determination” means any of the following: a denial, reduction, or
4 termination of, or a failure to provide or make payment (in whole or in part) for, a benefit, including
5 any such denial, reduction, termination, or failure to provide or make payment that is based on a
6 determination of an individual’s eligibility to participate in a plan or to receive coverage under a
7 plan, and including, with respect to group health plans, a denial, reduction, or termination of, or a
8 failure to provide or make payment (in whole or in part) for, a benefit resulting from the application
9 of any utilization review, as well as a failure to cover an item or service for which benefits are
10 otherwise provided because it is determined to be experimental or investigational or not medically
11 necessary or appropriate. The term also includes a rescission of coverage determination.

12 (2) “Affordable Care Act” means the federal Patient Protection and Affordable Care Act
13 of 2010, as amended by the federal Health Care and Education Reconciliation Act of 2010, and
14 federal regulations adopted thereunder.

15 (3) “Ambulance” means any publicly or privately owned vehicle, designed, constructed,
16 equipped, and operated for emergency medical treatment and/or transportation of persons who are
17 sick or injured.

18 ~~(3)~~(4) “Commissioner” or “health insurance commissioner” means that individual
19 appointed pursuant to § 42-14.5-1.

20 (5) “Emergency medical services” or “EMS agencies” means the practitioners, ambulance
21 vehicles, and ambulance service entities licensed in accordance with chapter 4.1 of title 23 to
22 provide emergency medical care, transportation, and prevention care to mitigate loss of life or
23 exacerbation of illness or injury including, but not limited to, EMS responding to the 911 system
24 established pursuant to the provisions of § 39-21.1-2.

25 (6) “Emergency medical services practitioner” means an individual who is licensed in
26 accordance with state laws and regulations to perform emergency medical care and preventive care
27 to mitigate loss of life or exacerbation of illness or injury, including emergency medical
28 technicians, advanced emergency medical technicians, advanced emergency medical technicians
29 cardiac, and paramedics.

30 ~~(4)~~(7) “Essential health benefits” shall have the meaning set forth in section 1302(b) of the
31 federal Affordable Care Act [42 U.S.C. § 18022].

32 ~~(5)~~(8) “Grandfathered health plan” means any group health plan or health insurance
33 coverage subject to 42 U.S.C. § 18011.

34 (9) “Ground ambulance services” means those services provided by an ambulance service

licensed to operate in Rhode Island in accordance with § 23-4.1-6. The term excludes air and water ambulance services and ambulance services provided outside of Rhode Island.

~~(6)~~(10) “Group health insurance coverage” means, in connection with a group health plan, health insurance coverage offered in connection with such plan.

(7)(11) “Group health plan” means an employee welfare benefit plan, as defined in 29 U.S.C. § 1002(1), to the extent that the plan provides health benefits to employees or their dependents directly or through insurance, reimbursement, or otherwise.

~~(8)~~(12) “Health benefits” or “covered benefits” means coverage or benefits for the diagnosis, cure, mitigation, treatment, or prevention of disease, or amounts paid for the purpose of affecting any structure or function of the body including coverage or benefits for transportation primarily for and essential thereto, and including medical services as defined in § 27-19-17.

~~(9)~~(13) “Healthcare facility” means an institution providing healthcare services or a healthcare setting, including, but not limited to, hospitals and other licensed inpatient centers, ambulatory surgical or treatment centers, skilled nursing centers, residential treatment centers, diagnostic, laboratory, and imaging centers, and rehabilitation and other therapeutic health settings.

~~(10)~~(14) “Healthcare professional” means a physician or other healthcare practitioner licensed, accredited, or certified to perform specified healthcare services consistent with state law.

~~(11)~~(15) “Healthcare provider” or “provider” means a healthcare professional or a healthcare facility.

~~(12)~~(16) “Healthcare services” means services for the diagnosis, prevention, treatment, cure, or relief of a health condition, illness, injury, or disease.

~~(13)~~(17) “Health insurance carrier” means a person, firm, corporation, or other entity subject to the jurisdiction of the commissioner under this chapter. Such term does not include a group health plan.

~~(14)~~(18) “Health plan” or “health benefit plan” means health insurance coverage and a group health plan, including coverage provided through an association plan if it covers Rhode Island residents. Except to the extent specifically provided by the federal Affordable Care Act, the term “health plan” shall not include a group health plan to the extent state regulation of the health plan is preempted under section 514 [29 U.S.C. § 1144] of the federal Employee Retirement Income Security Act of 1974. The term also shall not include:

(A)(i) Coverage only for accident, or disability income insurance, or any combination thereof.

(ii) Coverage issued as a supplement to liability insurance.

(iii) Liability insurance, including general liability insurance and automobile liability

1 insurance.

2 (iv) Workers' compensation or similar insurance.

3 (v) Automobile medical payment insurance.

4 (vi) Credit-only insurance.

5 (vii) Coverage for on-site medical clinics.

6 (viii) Other similar insurance coverage, specified in federal regulations issued pursuant to

7 Pub. L. No. 104-191, the federal Health Insurance Portability and Accountability Act of 1996

8 ("HIPAA"), under which benefits for medical care are secondary or incidental to other insurance

9 benefits.

10 (B) The following benefits if they are provided under a separate policy, certificate, or

11 contract of insurance or are otherwise not an integral part of the plan:

12 (i) Limited scope dental or vision benefits.

13 (ii) Benefits for long-term care, nursing home care, home health care, community-based

14 care, or any combination thereof.

15 (iii) Other excepted benefits specified in federal regulations issued pursuant to federal Pub.

16 L. No. 104-191 ("HIPAA").

17 (C) The following benefits if the benefits are provided under a separate policy, certificate,

18 or contract of insurance, there is no coordination between the provision of the benefits and any

19 exclusion of benefits under any group health plan maintained by the same plan sponsor, and the

20 benefits are paid with respect to an event without regard to whether benefits are provided with

21 respect to such an event under any group health plan maintained by the same plan sponsor:

22 (i) Coverage only for a specified disease or illness.

23 (ii) Hospital indemnity or other fixed indemnity insurance.

24 (D) The following if offered as a separate policy, certificate, or contract of insurance:

25 (i) Medicare supplement health insurance as defined under section 1882(g)(1) [42 U.S.C.

26 § 1395ss] of the federal Social Security Act.

27 (ii) Coverage supplemental to the coverage provided under chapter 55 of title 10, United

28 States Code (Civilian Health and Medical Program of the Uniformed Services (CHAMPUS)).

29 (iii) Similar supplemental coverage provided to coverage under a group health plan.

30 (19) "Mobile integrated healthcare community paramedicine program" means the

31 provision of healthcare using patient-centered, mobile resources in the out-of-hospital environment

32 pursuant to an EMS agency's plan approved by the department of health utilizing licensed

33 emergency medical service practitioners working in collaboration with physicians, nurses, mid-

34 level practitioners, community health teams and social, behavioral and substance use disorder

specialists to address the unmet needs of individuals experiencing intermittent health care issues; provided that, only those emergency medical services (EMS) agencies who submit plans that meet the minimum requirements for participation set and approved by the department of health shall be eligible to participate in a mobile integrated healthcare/community paramedicine program.

~~(15)~~(20) “Office of the health insurance commissioner” means the agency established under § 42-14.5-1.

~~(16)~~(21) “Rescission” means a cancellation or discontinuance of coverage that has retroactive effect for reasons unrelated to timely payment of required premiums or contribution to costs of coverage.

27-18-69. Licensed ambulance service.

(a) No individual or group health insurance contract, plan, or policy delivered, issued for delivery, or renewed in this state on or after January 1, 2009, shall provide for a copayment for ground ambulance services in excess of fifty dollars (\$50.00).

~~(b) As used in this section, the term “ground ambulance services” shall mean those services provided by an ambulance service licensed to operate in Rhode Island in accordance with § 23-4.1-6. The term excludes air and water ambulance services and ambulance services provided outside of Rhode Island.~~

(c) ~~This section~~ Subsections (a) and (d) of this section shall not apply to insurance coverage providing benefits for: (1) Hospital confinement indemnity; (2) Disability income; (3) Accident only; (4) Long-term care; (5) Medicare supplement; (6) Limited benefit health; (7) Specified disease indemnity; (8) Sickness or bodily injury or death by accident or both; and (9) Other limited benefit policies.

(d) Individual and group health insurance contracts, plans, and policies issued for delivery, or renewed in this state on or after January 1, 2027, shall provide coverage and reimbursement for ground ambulance services, as defined in § 27-18-1.1, equal to coverage and reimbursement rates provided by Medicare for the same medical services, and shall reimburse the emergency medical services provider staffed by emergency medical services practitioners, as defined in § 27-18-1.1, at the level of care provided, regardless of whether the patient is transported, such coverage and reimbursement shall be inclusive of the community-based healthcare services, to include mobile integrated health community paramedicine programs approved by the department of health; provided that, mobile integrated health community paramedicine programs services shall be performed by emergency medical services staffed by emergency medical practitioners. If the ground ambulance service provider participates in the carrier's network, the carrier shall cover and reimburse the ambulance service provider at the ambulance service provider's rate for the level of

care provided, regardless of whether the patient is transported. This coverage and reimbursement shall also extend to ambulance services which are in-network (“INN”) ground ambulance services, out-of-network (“OON”) ground ambulance services, INN and OON community-based healthcare services, and INN and OON mobile integrated health community paramedicine programs approved by the department of health.

SECTION 3. Sections 27-19-1 and 27-19-60 of the General Laws in Chapter 27-19 entitled "Nonprofit Hospital Service Corporations" are hereby amended to read as follows:

27-19-1. Definitions.

As used in this chapter:

(1) “Adverse benefit determination” means any of the following: a denial, reduction, or termination of, or a failure to provide or make payment (in whole or in part) for, a benefit, including any such denial, reduction, termination, or failure to provide or make payment that is based on a determination of an individual’s eligibility to participate in a plan or to receive coverage under a plan, and including, with respect to group health plans, a denial, reduction, or termination of, or a failure to provide or make payment (in whole or in part) for, a benefit resulting from the application of any utilization review, as well as a failure to cover an item or service for which benefits are otherwise provided because it is determined to be experimental or investigational or not medically necessary or appropriate. The term also includes a rescission of coverage determination.

(2) “Affordable Care Act” means the federal Patient Protection and Affordable Care Act, Pub. L. No. 111-148, 124 Stat. 119, as amended by the federal Health Care and Education Reconciliation Act of 2010, Pub. L. No. 111-152, 124 Stat. 1029, and federal regulations adopted thereunder.

(3) "Ambulance" means any publicly or privately owned vehicle, designed, constructed, equipped, and operated for emergency medical treatment and/or transportation of persons who are sick or injured.

~~(3)~~(4) “Commissioner” or “health insurance commissioner” means that individual appointed pursuant to § 42-14.5-1.

~~(4)~~(5) “Contracting hospital” means an eligible hospital that has contracted with a nonprofit hospital service corporation to render hospital care to subscribers to the nonprofit hospital service plan operated by the corporation.

~~(5)~~(6) “Eligible hospital” is one that is maintained either by the state or by any of its political subdivisions or by a corporation organized for hospital purposes under the laws of this state or of any other state or of the United States, that is designated as an eligible hospital by a majority of the directors of the nonprofit hospital service corporation.

1 (7) "Emergency medical services" or "EMS agencies" means the practitioners, ambulance
2 vehicles, and ambulance service entities licensed in accordance with chapter 4.1 of title 23 to
3 provide emergency medical care, transportation, and prevention care to mitigate loss of life or
4 exacerbation of illness or injury including, but not limited to, EMS responding to the 911 system
5 established pursuant to the provisions of § 39-21.1-2.

6 (8) "Emergency medical services practitioner" means an individual who is licensed in
7 accordance with state laws and regulations to perform emergency medical care and preventive care
8 to mitigate loss of life or exacerbation of illness or injury, including emergency medical
9 technicians, advanced emergency medical technicians, advanced emergency medical technicians
10 cardiac, and paramedics.

11 ~~(6)~~(9) "Essential health benefits" shall have the meaning set forth in section 1302(b) of the
12 federal Patient Protection and Affordable Care Act [42 U.S.C. § 18022(b)].

13 ~~(7)~~(10) "Grandfathered health plan" means any group health plan or health insurance
14 coverage subject to 42 U.S.C. § 18011.

15 (11) "Ground ambulances services" means those services provided by an ambulance
16 service licensed to operate in Rhode Island in accordance with § 23-4.1-6. The term excludes air
17 and water ambulance services and ambulance services provided outside of Rhode Island.

18 ~~(8)~~(12) "Group health insurance coverage" means, in connection with a group health plan,
19 health insurance coverage offered in connection with the plan.

20 ~~(9)~~(13) "Group health plan" means an employee welfare benefit plan, as defined in 29
21 U.S.C. § 1002(1), to the extent that the plan provides health benefits to employees or their
22 dependents directly or through insurance, reimbursement, or otherwise.

23 ~~(10)~~(14) "Health benefits" or "covered benefits" means coverage or benefits for the
24 diagnosis, cure, mitigation, treatment, or prevention of disease, or amounts paid for the purpose of
25 affecting any structure or function of the body including coverage or benefits for transportation
26 primarily for and essential thereto, and including medical services as defined in § 27-19-17.

27 ~~(11)~~(15) "Healthcare facility" means an institution providing healthcare services or a
28 healthcare setting, including but not limited to: hospitals and other licensed inpatient centers;
29 ambulatory surgical or treatment centers; skilled nursing centers; residential treatment centers;
30 diagnostic, laboratory, and imaging centers; and rehabilitation and other therapeutic health settings.

31 ~~(12)~~(16) "Healthcare professional" means a physician or other healthcare practitioner
32 licensed, accredited, or certified to perform specified healthcare services consistent with state law.

33 ~~(13)~~(17) "Healthcare provider" or "provider" means a healthcare professional or a
34 healthcare facility.

1 ~~(14)~~(18) “Healthcare services” means services for the diagnosis, prevention, treatment,
2 cure, or relief of a health condition, illness, injury, or disease.

3 ~~(15)~~(19) “Health insurance carrier” means a person, firm, corporation, or other entity
4 subject to the jurisdiction of the commissioner under this chapter, and includes nonprofit hospital
5 service corporations. Such term does not include a group health plan. The use of this term shall not
6 be construed to subject a nonprofit hospital service corporation to the insurance laws of this state
7 other than as set forth in § 27-19-2.

8 ~~(16)~~(20) “Health plan” or “health benefit plan” means health insurance coverage and a
9 group health plan, including coverage provided through an association plan if it covers Rhode
10 Island residents. Except to the extent specifically provided by the federal Patient Protection and
11 Affordable Care Act, the term “health plan” shall not include a group health plan to the extent state
12 regulation of the health plan is preempted under section 514 of the federal Employee Retirement
13 Income Security Act of 1974 [29 U.S.C. § 1144]. The term also shall not include:

14 (A)(i) Coverage only for accident, or disability income insurance, or any combination
15 thereof.

16 (ii) Coverage issued as a supplement to liability insurance.

17 (iii) Liability insurance, including general liability insurance and automobile liability
18 insurance.

19 (iv) Workers’ compensation or similar insurance.

20 (v) Automobile medical payment insurance.

21 (vi) Credit-only insurance.

22 (vii) Coverage for on-site medical clinics.

23 (viii) Other similar insurance coverage, specified in federal regulations issued pursuant to
24 the federal Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191, 110
25 Stat. 1936 (“HIPAA”), under which benefits for medical care are secondary or incidental to other
26 insurance benefits.

27 (B) The following benefits if they are provided under a separate policy, certificate, or
28 contract of insurance or are otherwise not an integral part of the plan:

29 (i) Limited scope dental or vision benefits.

30 (ii) Benefits for long-term care, nursing home care, home health care, community-based
31 care, or any combination thereof.

32 (iii) Other excepted benefits specified in federal regulations issued pursuant to the federal
33 Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191, 110 Stat. 1936
34 (“HIPAA”).

1 (C) The following benefits if the benefits are provided under a separate policy, certificate,
2 or contract of insurance, there is no coordination between the provision of the benefits and any
3 exclusion of benefits under any group health plan maintained by the same plan sponsor, and the
4 benefits are paid with respect to an event without regard to whether benefits are provided with
5 respect to such an event under any group health plan maintained by the same plan sponsor:

6 (i) Coverage only for a specified disease or illness.

7 (ii) Hospital indemnity or other fixed indemnity insurance.

8 (D) The following if offered as a separate policy, certificate, or contract of insurance:

9 (i) Medicare supplement health insurance as defined under section 1882(g)(1) of the federal
10 Social Security Act [42 U.S.C. § 1395ss].

11 (ii) Coverage supplemental to the coverage provided under chapter 55 of title 10, United
12 States Code (Civilian Health and Medical Program of the Uniformed Services (CHAMPUS)).

13 (iii) Similar supplemental coverage provided to coverage under a group health plan.

14 (21) "Mobile integrated healthcare community paramedicine program" means the
15 provision of healthcare using patient-centered, mobile resources in the out-of-hospital environment
16 pursuant to an EMS agency's plan approved by the department of health utilizing licensed
17 emergency medical service practitioners working in collaboration with physicians, nurses, mid-
18 level practitioners, community health teams and social, behavioral and substance use disorder
19 specialists to address the unmet needs of individuals experiencing intermittent health care issues;
20 provided that, only those emergency medical services (EMS) agencies who submit plans that meet
21 the minimum requirements for participation set and approved by the department of health shall be
22 eligible to participate in a mobile integrated healthcare/community paramedicine program.

23 ~~(17)~~(22) "Nonprofit hospital service corporation" means any corporation organized
24 pursuant to this chapter for the purpose of establishing, maintaining, and operating a nonprofit
25 hospital service plan.

26 ~~(18)~~(23) "Nonprofit hospital service plan" means a plan by which specified hospital care
27 is to be provided to subscribers to the plan by a contracting hospital.

28 ~~(19)~~(24) "Office of the health insurance commissioner" means the agency established
29 under § 42-14.5-1.

30 ~~(20)~~(25) "Rescission" means a cancellation or discontinuance of coverage that has
31 retroactive effect for reasons unrelated to timely payment of required premiums or contribution to
32 costs of coverage.

33 ~~(21)~~(26) "Subscribers" mean those persons, whether or not residents of this state, who have
34 contracted with a nonprofit hospital service corporation for hospital care pursuant to a nonprofit

1 hospital service plan operated by the corporation.

2 **27-19-60. Licensed ambulance service.**

3 (a) No individual or group health insurance contract, plan, or policy delivered, issued for
4 delivery, or renewed in this state on or after January 1, 2009, shall provide for a copayment for
5 ground ambulance services in excess of fifty dollars (\$50.00).

6 (b) ~~As used in this section, the term “ground ambulance services” shall mean those services~~
7 ~~provided by an ambulance service licensed to operate in Rhode Island in accordance with § 23-4.1-~~
8 ~~6. The term excludes air and water ambulance services and ambulance services provided outside~~
9 ~~of Rhode Island.~~

10 (c) ~~This section~~ Subsections (a) and (d) of this section shall not apply to insurance coverage
11 providing benefits for: (1) Hospital confinement indemnity; (2) Disability income; (3) Accident
12 only; (4) Long-term care; (5) Medicare supplement; (6) Limited benefit health; (7) Specified
13 disease indemnity; (8) Sickness or bodily injury or death by accident, or both; and (9) Other limited
14 benefit policies.

15 (d) Individual and group health insurance contracts, plans, and policies issued for delivery,
16 or renewed in this state on or after January 1, 2027, shall provide coverage and reimbursement for
17 ground ambulance services, as defined in § 27-19-1, equal to coverage and reimbursement rates
18 provided by Medicare for the same medical services, and shall reimburse the emergency medical
19 services provider staffed by emergency medical services practitioners, as defined in § 27-19-1, at
20 the level of care provided, regardless of whether the patient is transported, such coverage and
21 reimbursement shall be inclusive of the community-based healthcare services, to include mobile
22 integrated health community paramedicine programs approved by the department of health;
23 provided that, mobile integrated health community paramedicine programs services shall be
24 performed by emergency medical services staffed by emergency medical practitioners. If the
25 ground ambulance service provider participates in the carrier's network, the carrier shall cover and
26 reimburse the ambulance service provider at the ambulance service provider's rate for the level of
27 care provided, regardless of whether the patient is transported.

28 This coverage and reimbursement shall also extend to ambulance services which are in-
29 network (“INN”) ground ambulance services, out-of-network (“OON”) ground ambulance
30 services, INN and OON community-based healthcare services, and INN and OON mobile
31 integrated health community paramedicine programs approved by the department of health.

32 SECTION 4. Sections 27-20-1 and 27-20-55 of the General Laws in Chapter 27-20 entitled
33 "Nonprofit Medical Service Corporations" are hereby amended to read as follows:

34 **27-20-1. Definitions.**

1 As used in this chapter:

2 (1) “Adverse benefit determination” means any of the following: a denial, reduction, or
3 termination of, or a failure to provide or make payment (in whole or in part) for, a benefit, including
4 any such denial, reduction, termination, or failure to provide or make payment that is based on a
5 determination of an individual’s eligibility to participate in a plan or to receive coverage under a
6 plan, and including, with respect to group health plans, a denial, reduction, or termination of, or a
7 failure to provide or make payment (in whole or in part) for, a benefit resulting from the application
8 of any utilization review, as well as a failure to cover an item or service for which benefits are
9 otherwise provided because it is determined to be experimental or investigational or not medically
10 necessary or appropriate. The term also includes a rescission of coverage determination.

11 (2) “Affordable Care Act” means the federal Patient Protection and Affordable Care Act,
12 as amended by the federal Health Care and Education Reconciliation Act of 2010, and federal
13 regulations adopted thereunder.

14 (3) "Ambulance" means any publicly or privately owned vehicle, designed, constructed,
15 equipped, and operated for emergency medical treatment and/or transportation of persons who are
16 sick or injured.

17 ~~(3)~~(4) “Certified registered nurse practitioners” is an expanded role utilizing independent
18 knowledge of physical assessment and management of health care and illnesses. The practice
19 includes collaboration with other licensed healthcare professionals including, but not limited to,
20 physicians, pharmacists, podiatrists, dentists, and nurses.

21 ~~(4)~~(5) “Commissioner” or “health insurance commissioner” means that individual
22 appointed pursuant to § 42-14.5-1.

23 ~~(5)~~(6) “Counselor in mental health” means a person who has been licensed pursuant to §
24 5-63.2-9.

25 (7) "Emergency medical services" or "EMS agencies" means the practitioners, ambulance
26 vehicles, and ambulance service entities licensed in accordance with chapter 4.1 of title 23 to
27 provide emergency medical care, transportation, and prevention care to mitigate loss of life or
28 exacerbation of illness or injury including, but not limited to, EMS responding to the 911 system
29 established pursuant to the provisions of § 39-21.1-2.

30 (8) "Emergency medical services practitioner" means an individual who is licensed in
31 accordance with state laws and regulations to perform emergency medical care and preventive care
32 to mitigate loss of life or exacerbation of illness or injury, including emergency medical
33 technicians, advanced emergency medical technicians, advanced emergency medical technicians
34 cardiac, and paramedics.

1 ~~(6)~~(9) “Essential health benefits” shall have the meaning set forth in section 1302(b) of the
2 federal Affordable Care Act [42 U.S.C. § 18022(b)].

3 ~~(7)~~(10) “Grandfathered health plan” means any group health plan or health insurance
4 coverage subject to 42 U.S.C. § 18011.

5 (11) "Ground ambulances services" means those services provided by an ambulance
6 service licensed to operate in Rhode Island in accordance with § 23-4.1-6. The term excludes air
7 and water ambulance services and ambulance services provided outside of Rhode Island.

8 ~~(8)~~(12) “Group health insurance coverage” means, in connection with a group health plan,
9 health insurance coverage offered in connection with such plan.

10 ~~(9)~~(13) “Group health plan” means an employee welfare benefit plan as defined in 29
11 U.S.C. § 1002(1) to the extent that the plan provides health benefits to employees or their
12 dependents directly or through insurance, reimbursement, or otherwise.

13 ~~(10)~~(14) “Health benefits” or “covered benefits” means coverage or benefits for the
14 diagnosis, cure, mitigation, treatment, or prevention of disease, or amounts paid for the purpose of
15 affecting any structure or function of the body including coverage or benefits for transportation
16 primarily for and essential thereto, and including medical services as defined in § 27-19-17.

17 ~~(11)~~(15) “Healthcare facility” means an institution providing healthcare services or a
18 healthcare setting, including but not limited to: hospitals and other licensed inpatient centers;
19 ambulatory surgical or treatment centers; skilled nursing centers; residential treatment centers;
20 diagnostic, laboratory, and imaging centers; and rehabilitation and other therapeutic health settings.

21 ~~(12)~~(16) “Healthcare professional” means a physician or other healthcare practitioner
22 licensed, accredited, or certified to perform specified healthcare services consistent with state law.

23 ~~(13)~~(17) “Healthcare provider” or “provider” means a healthcare professional or a
24 healthcare facility.

25 ~~(14)~~(18) “Healthcare services” means services for the diagnosis, prevention, treatment,
26 cure, or relief of a health condition, illness, injury, or disease.

27 ~~(15)~~(19) “Health insurance carrier” means a person, firm, corporation, or other entity
28 subject to the jurisdiction of the commissioner under this chapter, and includes a nonprofit medical
29 service corporation. Such term does not include a group health plan.

30 ~~(16)~~(20) “Health plan” or “health benefit plan” means health insurance coverage and a
31 group health plan, including coverage provided through an association plan if it covers Rhode
32 Island residents. Except to the extent specifically provided by the federal Affordable Care Act, the
33 term “health plan” shall not include a group health plan to the extent state regulation of the health
34 plan is preempted under section 514 of the federal Employee Retirement Income Security Act of

1 1974 [29 U.S.C. § 1144]. The term also shall not include:

2 (A)(i) Coverage only for accident, or disability income insurance, or any combination

3 thereof;

4 (ii) Coverage issued as a supplement to liability insurance;

5 (iii) Liability insurance, including general liability insurance and automobile liability

6 insurance;

7 (iv) Workers’ compensation or similar insurance;

8 (v) Automobile medical payment insurance;

9 (vi) Credit-only insurance;

10 (vii) Coverage for on-site medical clinics; and

11 (viii) Other similar insurance coverage, specified in federal regulations issued pursuant to

12 federal Pub. L. No. 104-191, the federal Health Insurance Portability and Accountability Act of

13 1996 (“HIPAA”), under which benefits for medical care are secondary or incidental to other

14 insurance benefits.

15 (B) The following benefits if they are provided under a separate policy, certificate, or

16 contract of insurance or are otherwise not an integral part of the plan:

17 (i) Limited scope dental or vision benefits;

18 (ii) Benefits for long-term care, nursing home care, home health care, community-based

19 care, or any combination thereof; and

20 (iii) Other excepted benefits specified in federal regulations issued pursuant to federal Pub.

21 L. No. 104-191 (“HIPAA”).

22 (C) The following benefits if the benefits are provided under a separate policy, certificate,

23 or contract of insurance; there is no coordination between the provision of the benefits and any

24 exclusion of benefits under any group health plan maintained by the same plan sponsor; and the

25 benefits are paid with respect to an event without regard to whether benefits are provided with

26 respect to such an event under any group health plan maintained by the same plan sponsor:

27 (i) Coverage only for a specified disease or illness; and

28 (ii) Hospital indemnity or other fixed indemnity insurance.

29 (D) The following if offered as a separate policy, certificate, or contract of insurance:

30 (i) Medicare supplement health insurance as defined under section 1882(g)(1) of the federal

31 Social Security Act [42 U.S.C. § 1395ss];

32 (ii) Coverage supplemental to the coverage provided under chapter 55 of title 10, United

33 States Code (Civilian Health and Medical Program of the Uniformed Services (CHAMPUS)).

34 (iii) Similar supplemental coverage provided to coverage under a group health plan.

1 ~~(17)~~(21) “Licensed midwife” means any midwife licensed under § 23-13-9.

2 ~~(18)~~(22) “Medical services” means those professional services rendered by persons duly

3 licensed under the laws of this state to practice medicine, surgery, chiropractic, podiatry, and other

4 professional services rendered by a licensed midwife, certified registered nurse practitioners, and

5 psychiatric and mental health nurse clinical specialists, and appliances, drugs, medicines, supplies,

6 and nursing care necessary in connection with the services, or the expense indemnity for the

7 services, appliances, drugs, medicines, supplies, and care, as may be specified in any nonprofit

8 medical service plan. Medical service shall not be construed to include hospital services.

9 (23) "Mobile integrated healthcare community paramedicine program" means the

10 provision of healthcare using patient-centered, mobile resources in the out-of-hospital environment

11 pursuant to an EMS agency's plan approved by the department of health utilizing licensed

12 emergency medical service practitioners working in collaboration with physicians, nurses, mid-

13 level practitioners, community health teams and social, behavioral and substance use disorder

14 specialists to address the unmet needs of individuals experiencing intermittent health care issues;

15 provided that, only those emergency medical services (EMS) agencies who submit plans that meet

16 the minimum requirements for participation set and approved by the department of health shall be

17 eligible to participate in a mobile integrated healthcare/community paramedicine program.

18 ~~(19)~~(24) “Nonprofit medical service corporation” means any corporation organized

19 pursuant hereto for the purpose of establishing, maintaining, and operating a nonprofit medical

20 service plan.

21 ~~(20)~~(25) “Nonprofit medical service plan” means a plan by which specified medical service

22 is provided to subscribers to the plan by a nonprofit medical service corporation.

23 (21) “Office of the health insurance commissioner” means the agency established under §

24 42-14.5-1.

25 ~~(22)~~(26) “Psychiatric and mental health nurse clinical specialist” is an expanded role

26 utilizing independent knowledge and management of mental health and illnesses. The practice

27 includes collaboration with other licensed healthcare professionals, including, but not limited to:

28 psychiatrists, psychologists, physicians, pharmacists, and nurses.

29 ~~(23)~~(27) “Rescission” means a cancellation or discontinuance of coverage that has

30 retroactive effect for reasons unrelated to timely payment of required premiums or contribution to

31 costs of coverage.

32 ~~(24)~~(28) “Subscribers” means those persons or groups of persons who contract with a

33 nonprofit medical service corporation for medical service pursuant to a nonprofit medical service

34 plan.

(25)(29) “Therapist in marriage and family practice” means a person who has been licensed pursuant to § 5-63.2-10.

27-20-55. Licensed ambulance service.

(a) No individual or group health insurance contract, plan, or policy delivered, issued for delivery, or renewed in this state on or after January 1, 2009, shall provide for a copayment for ground ambulance services in excess of fifty dollars (\$50.00).

(b) ~~As used in this section, the term “ground ambulance services” shall mean those services provided by an ambulance service licensed to operate in Rhode Island in accordance with § 23-4.1-6. The term excludes air and water ambulance services and ambulance services provided outside of Rhode Island.~~

(c) ~~This section~~ Subsections (a) and (d) of this section shall not apply to insurance coverage providing benefits for: (1) Hospital confinement indemnity; (2) Disability income; (3) Accident only; (4) Long-term care; (5) Medicare supplement; (6) Limited benefit health; (7) Specified disease indemnity; (8) Sickness or bodily injury or death by accident, or both; and (9) Other limited benefit policies.

(d) Individual and group health insurance contracts, plans, and policies issued for delivery, or renewed in this state on or after January 1, 2027, shall provide coverage and reimbursement for ground ambulance services, as defined in § 27-20-1, equal to coverage and reimbursement rates provided by Medicare for the same medical services, and shall reimburse the emergency medical services provider staffed by emergency medical services practitioners, as defined in § 27-20-1, at the level of care provided, regardless of whether the patient is transported, such coverage and reimbursement shall be inclusive of the community-based healthcare services, to include mobile integrated health community paramedicine programs approved by the department of health; provided that, mobile integrated health community paramedicine programs services shall be performed by emergency medical services staffed by emergency medical practitioners. If the ground ambulance service provider participates in the carrier's network, the carrier shall cover and reimburse the ambulance service provider at the ambulance service provider's rate for the level of care provided, regardless of whether the patient is transported.

This coverage and reimbursement shall also extend to ambulance services which are in-network (“INN”) ground ambulance services, out-of-network (“OON”) ground ambulance services, INN and OON community-based healthcare services, and INN and OON mobile integrated health community paramedicine programs approved by the department of health.

SECTION 5. Sections 27-41-2 and 27-41-73 of the General Laws in Chapter 27-41 entitled "Health Maintenance Organizations" are hereby amended to read as follows:

1 **27-41-2. Definitions.**

2 As used in this chapter:

3 (1) “Adverse benefit determination” means any of the following: a denial, reduction, or
4 termination of, or a failure to provide or make payment (in whole or in part) for, a benefit, including
5 any such denial, reduction, termination, or failure to provide or make payment that is based on a
6 determination of an individual’s eligibility to participate in a plan or to receive coverage under a
7 plan, and including, with respect to group health plans, a denial, reduction, or termination of, or a
8 failure to provide or make payment (in whole or in part) for, a benefit resulting from the application
9 of any utilization review, as well as a failure to cover an item or service for which benefits are
10 otherwise provided because it is determined to be experimental or investigational or not medically
11 necessary or appropriate. The term also includes a rescission of coverage determination.

12 (2) “Affordable Care Act” means the federal Patient Protection and Affordable Care Act,
13 Pub. L. No. 111-148, 124 Stat. 119, as amended by the Health Care and Education Reconciliation
14 Act of 2010, Pub. L. No. 111-152, 124 Stat. 1029, and federal regulations adopted thereunder.

15 (3) “Ambulance” means any publicly or privately owned vehicle, designed, constructed,
16 equipped, and operated for emergency medical treatment and/or transportation of persons who are
17 sick or injured.

18 ~~(3)~~(4) “Commissioner” or “health insurance commissioner” means that individual
19 appointed pursuant to § 42-14.5-1.

20 ~~(4)~~(5) “Covered health services” means the services that a health maintenance organization
21 contracts with enrollees and enrolled groups to provide or make available to an enrolled participant.

22 ~~(5)~~(6) “Director” means the director of the department of business regulation or his or her
23 duly appointed agents.

24 (7) “Emergency medical services” or “EMS agencies” means the practitioners, ambulance
25 vehicles, and ambulance service entities licensed in accordance with chapter 4.1 of title 23 to
26 provide emergency medical care, transportation, and prevention care to mitigate loss of life or
27 exacerbation of illness or injury including, but not limited to, EMS responding to the 911 system
28 established pursuant to the provisions of § 39-21.1-2.

29 (8) “Emergency medical services practitioner” means an individual who is licensed in
30 accordance with state laws and regulations to perform emergency medical care and preventive care
31 to mitigate loss of life or exacerbation of illness or injury, including emergency medical
32 technicians, advanced emergency medical technicians, advanced emergency medical technicians
33 cardiac, and paramedics.

34 ~~(6)~~(9) “Employee” means any person who has entered into the employment of or works

1 under a contract of service or apprenticeship with any employer. It shall not include a person who
2 has been employed for less than thirty (30) days by his or her employer, nor shall it include a person
3 who works less than an average of thirty (30) hours per week. For the purposes of this chapter, the
4 term “employee” means a person employed by an “employer” as defined in subsection (7) of this
5 section. Except as otherwise provided in this chapter, the terms “employee” and “employer” are to
6 be defined according to the rules and regulations of the department of labor and training.

7 ~~(7)~~[\(10\)](#) “Employer” means any person, partnership, association, trust, estate, or
8 corporation, whether foreign or domestic, or the legal representative, trustee in bankruptcy,
9 receiver, or trustee of a receiver, or the legal representative of a deceased person, including the state
10 of Rhode Island and each city and town in the state, that has in its employ one or more individuals
11 during any calendar year. For the purposes of this section, the term “employer” refers only to an
12 employer with persons employed within the state of Rhode Island.

13 ~~(8)~~[\(11\)](#) “Enrollee” means an individual who has been enrolled in a health maintenance
14 organization.

15 ~~(9)~~[\(12\)](#) “Essential health benefits” shall have the meaning set forth in section 1302(b) of
16 the Patient Protection and Affordable Care Act [42 U.S.C. § 18022(b)].

17 [\(10\)](#)~~(13)~~ “Evidence of coverage” means any certificate, agreement, or contract issued to an
18 enrollee setting out the coverage to which the enrollee is entitled.

19 ~~(11)~~[\(14\)](#) “Grandfathered health plan” means any group health plan or health insurance
20 coverage subject to 42 U.S.C. § 18011.

21 [\(15\)](#) “Ground ambulances services” means those services provided by an ambulance
22 service licensed to operate in Rhode Island in accordance with § 23-4.1-6. The term excludes air
23 and water ambulance services and ambulance services provided outside of Rhode Island.

24 ~~(12)~~[\(16\)](#) “Group health insurance coverage” means, in connection with a group health plan,
25 health insurance coverage offered in connection with that plan.

26 ~~(13)~~[\(17\)](#) “Group health plan” means an employee welfare benefit plan as defined in 29
27 U.S.C. § 1002(1), to the extent that the plan provides health benefits to employees or their
28 dependents directly or through insurance, reimbursement, or otherwise.

29 ~~(14)~~[\(18\)](#) “Health benefits” or “covered benefits” means coverage or benefits for the
30 diagnosis, cure, mitigation, treatment, or prevention of disease, or amounts paid for the purpose of
31 affecting any structure or function of the body including coverage or benefits for transportation
32 primarily for and essential thereto, and including medical services as defined in § 27-19-17.

33 ~~(15)~~[\(19\)](#) “Healthcare facility” means an institution providing healthcare services or a
34 healthcare setting, including, but not limited, to hospitals and other licensed inpatient centers,

1 ambulatory surgical or treatment centers, skilled nursing centers, residential treatment centers,
2 diagnostic, laboratory and imaging centers, and rehabilitation and other therapeutic health settings.

3 ~~(16)~~(20) “Healthcare professional” means a physician or other healthcare practitioner
4 licensed, accredited, or certified to perform specified healthcare services consistent with state law.

5 ~~(17)~~(21) “Healthcare provider” or “provider” means a healthcare professional or a
6 healthcare facility.

7 ~~(18)~~(22) “Healthcare services” means any services included in the furnishing to any
8 individual of medical, podiatric, or dental care, or hospitalization, or incident to the furnishing of
9 that care or hospitalization, and the furnishing to any person of any and all other services for the
10 purpose of preventing, alleviating, curing, or healing human illness, injury, or physical disability.

11 ~~(19)~~(23) “Health insurance carrier” means a person, firm, corporation, or other entity
12 subject to the jurisdiction of the commissioner under this chapter, and includes a health
13 maintenance organization. Such term does not include a group health plan.

14 ~~(20)~~(24) “Health maintenance organization” means a single public or private organization
15 that:

16 (i) Provides or makes available to enrolled participants healthcare services, including at
17 least the following basic healthcare services: usual physician services, hospitalization, laboratory,
18 x-ray, emergency, and preventive services, and out-of-area coverage, and the services of licensed
19 midwives;

20 (ii) Is compensated, except for copayments, for the provision of the basic healthcare
21 services listed in subsection (20)(i) of this section to enrolled participants on a predetermined
22 periodic rate basis;

23 (iii)(A) Provides physicians’ services primarily:

24 (I) Directly through physicians who are either employees or partners of the organization;
25 or

26 (II) Through arrangements with individual physicians or one or more groups of physicians
27 organized on a group practice or individual practice basis;

28 (B) “Health maintenance organization” does not include prepaid plans offered by entities
29 regulated under chapter 1, 2, 19, or 20 of this title that do not meet the criteria above and do not
30 purport to be health maintenance organizations; and

31 (iv) Provides the services of licensed midwives primarily:

32 (A) Directly through licensed midwives who are either employees or partners of the
33 organization; or

34 (B) Through arrangements with individual licensed midwives or one or more groups of

1 licensed midwives organized on a group practice or individual practice basis.

2 ~~(24)~~(25) “Licensed midwife” means any midwife licensed pursuant to § 23-13-9.

3 ~~(22)~~(26) “Material modification” means only systemic changes to the information filed

4 under § 27-41-3.

5 (27) "Mobile integrated healthcare community paramedicine program" means the

6 provision of healthcare using patient-centered, mobile resources in the out-of-hospital environment

7 pursuant to an EMS agency's plan approved by the department of health utilizing licensed

8 emergency medical service practitioners working in collaboration with physicians, nurses, mid-

9 level practitioners, community health teams and social, behavioral and substance use disorder

10 specialists to address the unmet needs of individuals experiencing intermittent health care issues;

11 provided that, only those emergency medical services (EMS) agencies who submit plans that meet

12 the minimum requirements for participation set and approved by the department of health shall be

13 eligible to participate in a mobile integrated healthcare/community paramedicine program.

14 ~~(23)~~(28) “Net worth,” for the purposes of this chapter, means the excess of total admitted

15 assets over total liabilities.

16 ~~(24)~~(29) “Office of the health insurance commissioner” means the agency established

17 under § 42-14.5-1.

18 ~~(25)~~(30) “Physician” includes a podiatrist as defined in chapter 29 of title 5.

19 ~~(26)~~(31) “Private organization” means a legal corporation with a policy-making and

20 governing body.

21 ~~(27)~~(32) “Provider” means any physician, hospital, licensed midwife, or other person who

22 or that is licensed or authorized in this state to furnish healthcare services.

23 ~~(28)~~(33) “Public organization” means an instrumentality of government.

24 ~~(29)~~(34) “Rescission” means a cancellation or discontinuance of coverage that has

25 retroactive effect for reasons unrelated to timely payment of required premiums or contribution to

26 costs of coverage.

27 ~~(30)~~(35) “Risk-based capital (‘RBC’) instructions” means the risk-based capital report

28 including risk-based capital instructions adopted by the National Association of Insurance

29 Commissioners (“NAIC”), as these risk-based capital instructions are amended by the NAIC in

30 accordance with the procedures adopted by the NAIC.

31 ~~(31)~~(36) “Total adjusted capital” means the sum of:

32 (i) A health maintenance organization’s statutory capital and surplus (i.e., net worth) as

33 determined in accordance with the statutory accounting applicable to the annual financial

34 statements required to be filed under § 27-41-9; and

1 (ii) Any other items, if any, that the RBC instructions provide.

2 (32) “Uncovered expenditures” means the costs of healthcare services that are covered by
3 a health maintenance organization, but that are not guaranteed, insured, or assumed by a person or
4 organization other than the health maintenance organization. Expenditures to a provider who or
5 that agrees not to bill enrollees under any circumstances are excluded from this definition.

6 **27-41-73. Licensed ambulance service.**

7 (a) No individual or group health insurance contract, plan, or policy delivered, issued for
8 delivery, or renewed in this state on or after January 1, 2009, shall provide for a copayment for
9 ground ambulance services in excess of fifty dollars (\$50.00).

10 (b) ~~As used in this section, the term “ground ambulance services” shall mean those services~~
11 ~~provided by an ambulance service licensed to operate in Rhode Island in accordance with § 23-4.1-~~
12 ~~6. The term excludes air and water ambulance services and ambulance services provided outside~~
13 ~~of Rhode Island.~~

14 (c) ~~This section~~ Subsections (a) and (d) of this section shall not apply to insurance coverage
15 providing benefits for: (1) Hospital confinement indemnity; (2) Disability income; (3) Accident
16 only; (4) Long-term care; (5) Medicare supplement; (6) Limited benefit health; (7) Specified
17 disease indemnity; (8) Sickness or bodily injury or death by accident or both; and (9) Other limited
18 benefit policies.

19 (d) Individual and group health insurance contracts, plans, and policies issued for delivery,
20 or renewed in this state on or after January 1, 2027, shall provide coverage and reimbursement for
21 ground ambulance services, as defined in § 27-41-2, equal to coverage and reimbursement rates
22 provided by Medicare for the same medical services, and shall reimburse the emergency medical
23 services provider staffed by emergency medical services practitioners, as defined in § 27-41-2, at
24 the level of care provided, regardless of whether the patient is transported, such coverage and
25 reimbursement shall be inclusive of the community-based healthcare services, to include mobile
26 integrated health community paramedicine programs approved by the department of health;
27 provided that, mobile integrated health community paramedicine programs services shall be
28 performed by emergency medical services staffed by emergency medical practitioners. If the
29 ground ambulance service provider participates in the carrier's network, the carrier shall cover and
30 reimburse the ambulance service provider at the ambulance service provider's rate for the level of
31 care provided, regardless of whether the patient is transported.

32 This coverage and reimbursement shall also extend to ambulance services which are in-
33 network (“INN”) ground ambulance services, out-of-network (“OON”) ground ambulance
34 services, INN and OON community-based healthcare services, and INN and OON mobile

1 [integrated health community paramedicine programs approved by the department of health.](#)

2 SECTION 6. This act shall take effect upon passage.

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LC004515
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EXPLANATION
BY THE LEGISLATIVE COUNCIL
OF
A N A C T
RELATING TO HEALTH AND SAFETY -- EMERGENCY MEDICAL TRANSPORTATION
SERVICES

1 This act would provide coverage and increase individual and group insurance rates of
2 reimbursement for ambulance services, and would require health insurers to provide coverage for
3 emergency medical service providers administering mobile integrated healthcare community
4 paramedicine. This act would also direct the department of health, in collaboration of the
5 ambulance service coordinating advisory board, to administer a mobile integrated healthcare
6 community paramedicine program.

7 This act would take effect upon passage.

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LC004515
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Item Cover Page

NARRAGANSETT TOWN COUNCIL AGENDA ITEM REPORT

DATE: March 16, 2026

FROM: Alexander T. Menzies, President

CO-SPONSOR: Ryan J. Torrealday, Member

DEPARTMENT: Town Council

SUBJECT:

A MOTION TO INTRODUCE, READ, PASS AND ACCEPT as a First Reading an ordinance in amendment of Chapter 22, Article III entitled, 'Noise'.

SUGGESTED ACTION:

These recommended changes are being made to the noise ordinance to improve enforcement and address resident concerns regarding quality of life. The proposed changes are being made to sections 22-44, 22-46, 22-47, and 22-49.

ATTACHMENTS:

[First Reading Noise Ordinance 3-26-2026 ordinance format.docx](#)

TOWN OF NARRAGANSETT

CHAPTER _____

AN ORDINANCE IN AMENDMENT OF CHAPTER 22, ARTICLE III OF THE CODE OF ORDINANCES OF THE TOWN OF NARRAGANSETT, RHODE ISLAND, ENTITLED “NOISE”

It is ordained by the Town Council of the Town of Narragansett as follows:

(Only the following sections would be amended and any text not cited, or cited but not underlined or crossed out, remains unchanged. Text deletions are ~~crossed-out~~; Text additions are underlined)

Section 1: That Section 22-44 (Definitions), Section 22-46 (Noise disturbance prohibited generally), Section 22-47 (Maximum permissible sound levels by receiving land use), and Section 22-49 (Specific activities prohibited), within Article III of Chapter 22 entitled “Noise” be amended as follows:

Sec. 22-44. Definitions.

~~Noise disturbance means any sound which exceeds the dBA level for such sound set out in this article.~~

Noise disturbance means any sound or sound level that exceeds the standards for such sound or sound level set forth in this chapter. Noise disturbance shall also mean sound from the human voice or voices including but not limited to yelling, laughing, hooting, hollering, screaming, or singing between the hours of 10 p.m. and 7 a.m. which exceeds sound or sound level standards set forth in this chapter.

Sec. 22-46. – Noise disturbance prohibited generally.

- (a) No person shall make, continue to make, continue or cause to be made or continued, except as permitted in this article, any noise or sound which constitutes a noise disturbance. In the absence of specific maximum noise levels, a noise level must exceed the ambient noise level by five dBA or more, when measured at the nearest property line or, in the case of a multifamily residential building, when measured anywhere in one dwelling unit with respect to a noise emanating from another dwelling unit or from common space in the same building, in order to constitute a noise disturbance.
- (b) Any person, including a police officer, or a municipal zoning or building official, may be a complainant for the purposes of instituting action for any violation of this chapter. For any violation of this section, the receiving land use involved may include real property contiguous to, or bounding the real property containing the source of the sound which is the subject of the violation.

Sec. 22-47. – Maximum permissible sound levels by receiving land use.

~~(a) With the exception of sound levels elsewhere specifically authorized or allowed in this article or exempted by this article or by variance, the following are the maximum permissible sound levels allowed at or within the real property boundary of a receiving land use:~~

- (a) Except as permitted, it shall be unlawful for any person to make, continue, permit or cause to be made or continued any unnecessary, excessive, or offensive noise as defined in this article. Unnecessary, excessive, or offensive noise shall include but not be limited to sound that exceeds the permissible standards provided in this provision (Table 1) when measured at or within the real property boundary of a receiving land use at the point(s) of loudest emission of noise into the residential area.

Table 1

Sound Levels by Receiving Land Use and Penalties for Violating Levels

Location of Receiving Land Use	Time	Sound Limit dBA
Zoning District:		
Residential	7:00 a.m. to 10:00 p.m. 10:00 p.m. to 7:00 a.m.	65 dBA 55 dBA
Business Zones BA, BB, BC	1:00 a.m. to 7:00 a.m. All other times	55 dBA 75 dBA
Industrial Zones IA and IB	1:00 a.m. to 7:00 a.m. All other times	55 dBA 75 dBA

- (b) Notwithstanding any other provision of this chapter, any business with a liquor license which is cited for a noise disturbance is subject to the penalty for a violation in the general business district as set out in this section.
- (c) For any source of sound which emits narrow band sound, the maximum sound level limits set forth hereinabove shall be reduced by five dBA.
- (d) Exceptions to Table I are activities covered by sections 22-48, 22-52, 22-54, and 22-59.

Sec. 22-49. – Specific activities prohibited.

The following actions are prohibited only when causing a noise disturbance as defined in this article:

- (1) *Hawkers and peddlers.* No person shall create a noise disturbance by offering for sale or selling anything by shouting or outcry across a real property boundary. The provisions of this section shall not be construed to prohibit the selling by outcry of merchandise, food, and beverages at licensed sporting events, parades, fairs, circuses or other similar licensed public entertainment events.
- (2) *Vehicle or motorboat repairs or testing.* No person shall repair, rebuild, modify or test any motor vehicle, motorcycle or motorboat in such a manner as to cause a noise disturbance across a real property boundary.
- (3) *Horns, signaling devices, etc.* The sounding of any horn or signaling device on any automobile, motorcycle, streetcar or other vehicle on any street or public place of the city, except as a danger warning.
- (4) *Loudspeakers, amplifiers for advertising.* The using, operating or permitting to be plated, used or operated of any radio receiving device, musical instrument, phonograph, loudspeaker, sound amplifier, or other machine or device for the producing or reproducing of sound which is broadcast upon the public streets for the purpose of commercial advertising or attracting the attention of the public to any building or structure.

~~(5) *Yelling, shouting, etc.* Yelling, shouting, hooting, whistling, or singing on the public streets, particularly between the hours of 11:00 p.m. and 7:00 a.m.~~

(5) *Yelling, shouting, etc.* It shall be unlawful for any person within any residential, or business zone to yell, laugh, hoot, holler, scream, sing, or otherwise amplify their vocals in a residential zone between the hours of 10:00 p.m. and 7:00 a.m. at such a volume that it is plainly audible at a distance of one hundred (100) feet from its source for a duration of longer than ten (10) seconds. The provisions of this section shall apply to human vocalizations that either cross a real property boundary.

- (6) *Exhausts*. The discharge unto the open air of the exhaust of any steam engine, stationary internal combustion engine, motorboat, or motor vehicle, except through a muffler or other device which will effectively prevent loud or explosive noises therefrom.
- (7) *Defect in vehicle or load*. The use of any automobile, motorcycle or vehicle so out of repair, so loaded or in such condition as to create a noise disturbance.
- (8) *Loading, unloading, opening boxes*. The creation of a noise disturbance in connection with loading or unloading any vehicle or the opening and destruction of bales, boxes, crates and containers.
- (9) *Schools, courts, churches, hospitals*. The creation of any noise disturbance on any street adjacent to any school, institution or learning, church or court while the school, institution of learning, church or court are in use, or adjacent to any hospital, provided that conspicuous signs are displayed in such streets indicating that the same is a school, hospital or court street.
- (10) *Disorderly house*. No person shall do either of the following:
- a. Keep a disorderly house whereby the peace, comfort, or decency of a neighbor is habitually disturbed; or
 - b. Being the owner of and in control of the premises to permit them to be so used;
 - c. For purposes of this section a disorderly house is defined as a residence or dwelling in which two noise disturbances resulting in convictions in the municipal court have occurred within a period of 12 months or less;
 - d. The owner of any such residence or dwelling may assert as a defense reasonable efforts to take action against the perpetrators of the violation of this article, including the initiation of eviction proceedings pursuant to Rhode Island General Laws.

Section 2: This ordinance shall take effect upon passage, and all other ordinances or parts of ordinances inconsistent herewith are hereby repealed.

First reading, read and passed in the Town Council meeting legally assembled the ____ day of March, 2026.

Second reading, read, passed and adopted in the Town Council meeting legally assembled the ____ day of March, 2026.

ATTEST:

Sarah Masson, CMC
Town Clerk

Item Cover Page

NARRAGANSETT TOWN COUNCIL AGENDA ITEM REPORT

DATE: March 16, 2026

FROM: James P. Durkin, President Pro Tem

DEPARTMENT: Town Council

SUBJECT:

A MOTION TO DISCUSS AND/OR REQUEST the Town Manager to have Planning Department staff add backup materials for each item on Planning Board and Zoning Board agendas.

SUGGESTED ACTION:

Backup information is important for review by abutters. Currently abutters for variances and special use permits have no idea what is exactly being proposed by the applicant. Currently abutters or interested parties have to go to Town Hall to review the file for the application.

Item Cover Page

NARRAGANSETT TOWN COUNCIL AGENDA ITEM REPORT

DATE: March 16, 2026

FROM: James P. Durkin, President Pro Tem

DEPARTMENT: Town Council

SUBJECT:

A MOTION TO REQUEST the Town of Narragansett to construct or purchase software to track real estate holdings.

SUGGESTED ACTION:

There is an abundance of town owned property in our town. This is a good thing, but creates complications when someone asks what you can do with the property. The School Department, Recreation Department, Highway, Land Trust, etc. Items to be included would be: are they leased, restricted, plans for the future, wetlands, public access for residents and more. This document or software would need to be updated annually.

Item Cover Page

NARRAGANSETT TOWN COUNCIL AGENDA ITEM REPORT

DATE: March 16, 2026

FROM: Jill Sabo, Community Development Director

DEPARTMENT: Town Clerk

SUBJECT:

A MOTION TO READ, PASS, AND ADOPT as a second reading an ordinance in amendment of Section 9 'Nonconforming Uses and Structures' of Appendix A entitled, 'Zoning'.

SUGGESTED ACTION:

The public hearing and the first reading were held during the March 2, 2026 Town Council regular meeting.

ATTACHMENTS:

[SECTION 9. NONCONFORMING USES AND STRUCTURES 2nd reading.docx](#)

TOWN OF NARRAGANSETT
CHAPTER _____

**AN ORDINANCE IN AMENDMENT OF ‘APPENDIX A’ OF THE CODE OF
ORDINANCES OF THE TOWN OF NARRAGANSETT ENTITLED
‘ ZONING’**

It is ordained by the Town Council of the Town of Narragansett as follows:

(Only the following sections would be amended and any text not cited, or cited but not underlined or ~~crossed-out~~, remains unchanged).

Section 1: Section 9 (*Nonconforming Structures*) of Appendix A entitled, ‘An Ordinance in Relation to Zoning’ is hereby amended as follows:

SECTION 9. NONCONFORMING ~~USES AND STRUCTURES~~ AND LAND BY USE AND BY DIMENSION

Section 2: Section 9.1 (*Continuance*) of Appendix A entitled, ‘An Ordinance in Relation to Zoning’ is hereby amended as follows:

9.1. ~~Continuance~~ Nonconforming Structures and Land by Use.

Any use of a structure or land lawfully existing on the date of adoption of this ordinance which does not conform with the provisions of this ordinance shall be considered to be a nonconforming use.

Nonconforming uses may be continued subject to the following restrictions:

- (1) *Nonconforming use of land.* Where no structure is involved, the nonconforming use of land may be continued, provided that:
 - a. It is not enlarged or increased or extended to occupy a greater area of land than that which it occupies at the time of the adoption of this ordinance;
 - b. The lot on which it is located is not reduced in size;
 - c. It is not moved to any other portion of the lot or parcel of land which it occupies at the time of the adoption of this ordinance.
 - d. It is not intensified by the creation of an additional conforming or nonconforming use of the property.

If a nonconforming use of land is abandoned, or is changed to a conforming use, any future use of such land shall be in conformity with all provisions of this ordinance. Abandonment of a nonconforming use shall consist of some overt act, or failure to act, which would lead one to believe that the owner of the nonconforming use neither claims nor retains any interest in continuing the nonconforming use unless the owner can demonstrate an intent not to abandon the use. An involuntary interruption of nonconforming use, such as by fire and natural catastrophe, does not establish the intent

to abandon the nonconforming use. However, if any nonconforming use is halted for a period of one year, the owner of the nonconforming use will be presumed to have abandoned the nonconforming use, unless that presumption is rebutted by the presentation of sufficient evidence to the zoning board of review of intent not to abandon the use.

No nonconforming use of the land shall be changed to another nonconforming use.

- (2) *Nonconforming use of buildings or structures.* The nonconforming use of a building or structure may be continued, provided that the building or structure is not enlarged, extended or reconstructed without the grant of a special use permit, except for such alteration, maintenance and repair work as is required to keep said building or structure in a safe condition or constitutes remodeling of the existing building or structure without substantial structural alterations. For purposes of this section, "substantial structural alteration" shall mean any alteration or repair costing in excess of 50 percent of the physical value of the structure. The physical value of the structure shall be calculated according to the methodology set forth in G.L. 1956, § 23-37.3 [or] section 106.5 of the state building code. Any structural alteration or repair which costs in excess of 50 percent of the physical value of a structure shall not be permitted without the grant of a special use permit.

No nonconforming use of a building or structure shall be changed to another nonconforming use within a different general use category as presented in section 6 of this ordinance without the grant of a special use permit.

If a nonconforming use of a building or structure is voluntarily demolished or removed by its owner without receiving a special use permit for its reconstruction as provided in section 10 of this ordinance, it ~~shall may~~ not be rebuilt or replaced except in conformity with all the provisions of ~~the provisions of~~ this ordinance for the zone in which it is located~~-, including the right to seek relief from the zoning ordinance.~~

If a nonconforming use of a building or structure ~~is voluntarily demolished~~ receives a special use permit prior to action for demolition or removal, it ~~shall not may~~ be rebuilt ~~except~~ in conformity with the provisions of this ordinance including the right to seek relief from the zoning ordinance.

If a nonconforming use of a building or structure is damaged or destroyed by fire, explosion, act of God, or the public enemy, it may be rebuilt or restored and the nonconforming use continued provided that:

- a. The reconstructed building is no larger than it was before being damaged or destroyed;
- b. The reconstructed building does not result in any increase in the degree of nonconformity except to improve the setbacks from environmental features;
- c. The exterior appearance of the reconstructed building is substantially the same as that of the building which it replaces;
- d. ~~The~~ An application for a permit for reconstruction is commenced within a reasonable time after the occurrence of the damage, and is diligently pursued until completed;

- e. Where the reconstruction can be accomplished so as to result in greater conformity with this ordinance, then it shall be so done;
 - f. Where serviced by an ~~individual sewage disposal system (ISDS)~~ onsite waste water treatment system (OWTS), approval must be granted by Rhode Island Department of ~~the~~ Environmental Management;
 - g. The reconstructed building must meet current FEMA and other building code regulations.
 - h. The applicant shall have the right to seek relief from the zoning ordinance.
- ~~(3) *Dimensional nonconformity.* An existing building or structure that conforms in use, but does not conform to the lot area, yard dimension, height, land coverage, off-street parking or loading, or similar dimensional requirements of this ordinance, shall be deemed to be dimensionally nonconforming. No permit shall be issued that will result in the increase of any such dimensional nonconformity, but any building or structure or any portion thereof may be altered to decrease its dimensional nonconformity. In single-family residential zones, a permit may be issued for the enlargement or improvement of a dwelling that is dimensionally nonconforming if said enlargement or improvement will not increase the extent of the nonconforming dimension.~~
- ~~(43) *Nonconforming uses and structures.* Notwithstanding any contrary provisions contained in this section or this ordinance, a legally nonconforming full service restaurant in an R-40, R-20, R-10, R-10A, BA, BB or IB zone, by special use permit, be permitted to hold a class B-limited alcoholic beverage license.~~

Section 3: Section 9.2 (*Dimensional Nonconformity*) of Appendix A entitled, ‘An Ordinance in Relation to Zoning’ is hereby added as follows:

9.2 Dimensional Nonconformity.

An existing building or structure that conforms in use, but does not conform to the lot area, yard dimension, height, land coverage, off-street parking or loading, or similar dimensional requirements of this ordinance, shall be deemed to be dimensionally nonconforming.

- 1) No permit may be issued for enlargement or improvement that will result in the increase of any such dimensional nonconformity unless the owner/applicant obtains relief from the zoning ordinance. Any building or structure or any portion thereof may be altered to decrease its dimensional nonconformity. A permit may be issued for the enlargement or improvement of a structure that is dimensionally nonconforming if said enlargement or improvement will not increase the extent of the nonconforming dimension or need other relief from the zoning ordinance.
- 2) Destruction or demolition. A nonconforming structure which is destroyed or damaged by fire, explosion, act of God, or the public enemy may be rebuilt or restored within one year which includes the right to seek relief from the zoning ordinance, or thereafter conform to the dimensional provisions of this Zoning Ordinance.
- 3) If a dimensionally nonconforming building or structure is demolished or removed by its owner, it may not be rebuilt or replaced except in conformity with the dimensional

requirements of this zoning ordinance unless the owner obtains relief from this zoning ordinance prior to demolition.

Section 4: Section 9.3 (*Prior Approvals*) of Appendix A entitled, ‘An Ordinance in Relation to Zoning’ is hereby added as follows:

9.3 Prior Approvals

Nothing in this Section 9 , or in Section 10 below shall be deemed to abridge or otherwise adversely affect rights and/or approvals established under prior Zoning Board Decisions, modifications, special use permits, or staff approvals. However all previously existing expiration or action date shall remain in full force and effect.

All building permit and zoning applications filed as of the date of adoption of this ordinance shall be governed by the ordinance, as amended. Neither property owners nor applicants shall be required to submit new applications for any such building permit or zoning application.

Section 5: This ordinance shall take effect upon passage, and all other ordinances or parts of ordinances inconsistent herewith are hereby repealed.

First reading, read and passed in the Town Council meeting legally assembled the 2nd day of March, 2026.

Second reading, read, passed and adopted in the Town Council meeting legally assembled the _____ day of _____, 2026.

ATTEST:

Sarah Masson, CMC
Town Clerk

Item Cover Page

NARRAGANSETT TOWN COUNCIL AGENDA ITEM REPORT

DATE: March 16, 2026

FROM: Michelle Kershaw, Parks & Recreation Director

DEPARTMENT: Parks and Recreation Department

SUBJECT:

A MOTION TO APPROVE the 2026 Narragansett Town Beach policies and Beach fees as per attached schedule.

SUGGESTED ACTION:

The revenue generated each year from beach admission, parking fees, and facility rentals (Cabanas, Changing Rooms, Lockers, and rental of North Beach Club House) provides the ONLY source funding to pay for beach related costs that include, but not limited to: Capital Improvements, operating costs for grounds and building maintenance, cost for annual fireworks show, cost for annual RI Philharmonic Concert, supplies, personnel, infrastructure upgrades, safety and lifeguard equipment, staff uniforms, security surveillance systems, police details, handicapped accessible path mats, ADA wheelchairs, implementation of recommendations made by the Beach Carrying Capacity Study, and PILOT: Payment in lieu of taxes.

The annual expenditures listed above ensure the beach is run safely while maintaining the financial health of the Beach Enterprise Fund. The revenues and expenditures from the beach form the basis of the Beach Enterprise Fund which fully pays for the operations and capital costs of the beach without support from the Town's general fund. On November 6, 2023, an Enterprise Fund Policy was approved by the Town Council establishing the optimal level of the Beach Enterprise Fund to be \$4.5MM. The results of the 2024 audit show the Beach Enterprise Fund Balance to be at a healthy balance of \$5.8MM. This increase is due to successful beach seasons, with optimal weather, and operating income for the 2024 beach season of \$221,000.

It is the recommendation of the Director of Parks and Recreation and the Recreation Advisory Board that there be no fee increases for the 2026 beach season. The Daily Admission fee will remain \$12, the Daily parking fee \$10 and Weekend and Holiday parking \$15. In accordance with Rhode Island General Laws 44-18-7.3, Rhode Island sales tax will be applied to short-term parking at the beach. Therefore, the daily parking rate will be \$10.70, and weekend/holiday rates \$16.05. A 2.98% convenience fee will be applied to all credit card transactions.

Further, it is the recommendation of the Director of Parks and Recreation and Recreation Advisory Board that rental rates for the North Beach Club House be increased by 20%. Attached is the North Beach Club House fee schedule providing details on the increases. In 2024, the Beach Enterprise Fund expended \$258,000, for the new deck roof which replaced the need for renters having to rent a tent to cover the deck. With the proposed fee increases, the Parks and Recreation Department expects a rate of return for the deck roof within 8-10 years.

At the February 9th, 2026, Recreation Advisory Board meeting, the 2026 recommended beach fees were presented and all members voted in agreement.

When looking at the 10 year lookback document the highlighted years are when the Town Council approved fee changes. The second page of that document shows the historical rental fees for the North Beach Clubhouse. Rental fees remained the same from 2016-2023.

ATTACHMENTS:

[Beach fees \(10 year look back\) \(2\).pdf](#)

[2026_rate_increases_for_North_Beach_Club_House.pdf](#)

2026 Daily and Seasonal Beach Fees

	2016 Fees	2017 Fees	2018 Fees	2019 Fees	2020 Fees	2021 Fees	2022 Fees	2023 Fees	2024 Fees	2025 Fees	2026 Fees
Resident/Taxpayer Passes											
Adult (18-61)	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00
Youths (12-17)	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00
Seniors (62+)	Free	Free	Free	Free	Free	Free	Free	Free	Free	Free	Free
Narragansett Disabled Veterans & Active Duty Military	Free	Free	Free	Free	Free	Free	Free	Free	Free	Free	Free
Members of the Narragansett Indian Tribe of RI (NITRI)	N/A	N/A	N/A	N/A	N/A	N/A	Free	Free	Free	Free	Free
Resident/Taxpayer Seasonal Parking Pass	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00
Seasonal parking pass (75 pass limit) Members of the Narragansett Indian Tribe of RI (NITRI)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Free
Daily Parking											
Weekdays	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00
Weekends & Holidays	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00
Daily Admission											
Children 11 and younger are free	\$8.00	\$8.00	\$10.00	\$10.00	\$10.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00
Commercial Transferable Pass	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	N/A	N/A	N/A
Resident/Taxpayer Transferrable Pass	\$100.00	\$100.00	\$75.00	\$75.00	\$75.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
Facility Lease Fees											
Cabana	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$3,000.00	\$3,000.00	\$3,000.00
North Pavilion Changing Room	\$700.00	\$700.00	\$700.00	\$700.00	\$700.00	\$700.00	\$700.00	\$700.00	\$840.00	\$840.00	\$840.00
South Pavilion Lockers											
Residents	\$350.00	\$350.00	\$350.00	\$350.00	\$350.00	\$350.00	\$350.00	\$350.00	\$420.00	\$420.00	\$420.00
Non-residents	\$600.00	\$600.00	\$600.00	\$600.00	\$600.00	\$600.00	\$600.00	\$600.00	\$720.00	N/A	N/A

Canonchet/North Beach Clubhouse Rental Fees				
	2022 Fees	2023 Fees	2024 Fees	2025 Fees
In Season rates, May through October, 5hr. Rental				
Resident (Monday through Thursday)	\$700.00	\$700.00	\$900.00	\$900.00
Non-resident (Monday through Thursday)	\$1,000.00	\$1,000.00	\$1,200.00	\$1,200.00
Resident (Friday through Sunday)	\$750.00	\$750.00	\$1,200.00	\$1,200.00
Non-resident (Friday through Sunday)	\$1,100.00	\$1,100.00	\$1,500.00	\$1,500.00
Security Deposit	\$700.00	\$700.00	\$700.00	\$700.00
Off-Season rates, November through April, 5hr. Rental				
Resident (Monday through Thursday)	\$500.00	\$500.00	\$700.00	\$700.00
Non-Resident (Monday through Thursday)	\$900.00	\$900.00	\$1,000.00	\$1,000.00
Resident (Friday through Sunday)	\$650.00	\$650.00	\$800.00	\$800.00
Non-Resident (Friday through Sunday)	\$950.00	\$950.00	\$1,200.00	\$1,200.00
Security Deposit	\$700.00	\$700.00	\$700.00	\$700.00
3-Hour Event Rental (not in Beach season)				
Resident (Monday through Thursday)	\$200.00	\$200.00	\$400.00	\$400.00
Non-resident (Monday through Thursday)	\$300.00	\$300.00	\$500.00	\$500.00
Resident (Friday through Sunday)	\$300.00	\$300.00	\$500.00	\$500.00
Non-resident (Friday through Sunday)	\$400.00	\$400.00	\$600.00	\$600.00
Town Employee Rate (Monday through Thursday)	N/A	N/A	\$500.00	\$500.00
Town Employee Rate (Friday through Sunday)	N/A	N/A	\$500.00	\$500.00
Non-Profit (3 hr. event rental), Not available during Beach Season. Monday through Thursday ONLY.	\$200.00	\$200.00	\$300.00	\$300.00
Security Deposit (same for all 3-hour rentals)	\$700.00	\$700.00	\$700.00	\$700.00

		CURRENT		PROPOSED (eff Mar 1, 2026)	
		2024-25			
5 hour Event Rentals		Mon-Th	Fri-Sun	Mon-Th	% Incr
PEAK SEASON (May through October)	RATE	\$1,200	\$1,500	\$1,450	21%
	Resident rate	\$900	\$1,200	\$1,080	20%
OFF PEAK (November through April)	RATE	\$1,000	\$1,200	\$1,200	20%
	Resident rate	\$700	\$800	\$840	20%
3 hour Event Rentals*		Mon-Th	Fri-Sun	Mon-Th	% Incr
*Not available during Beach Season	RATE	\$500	\$600	\$600	20%
	Resident rate	\$400	\$500	\$480	20%
Narr & SK Non-Profit Rate		\$300	N/A	\$375	25%
Town Employee Rate (not published)		\$300	\$500	\$300	0%

Comments:

Prior to April '25 deck roof completion, renters paid additional fees to Pranzi for tent rental (\$1500) and lighting (\$800) on deck. Last rate increase (eff January 2024) had no impact on securing bookings - 2025 events ↑ 8% over 2024 despite closed 2 mos

2025 = 60% of private events rented by non-residents; 40% qualified for resident rate.

2026 = ALL Peak season (APR-OCT) weekends already booked under current rental rates

2027 = ALL Beach Season (May-Sept) Saturdays already booked under current rental rates

Minimal increase to total REV as result of this rate increase until 2028 season

8-10 year period to recoup deck roof project

Item Cover Page

NARRAGANSETT TOWN COUNCIL AGENDA ITEM REPORT

DATE: March 16, 2026

FROM: Michelle Kershaw, Parks & Recreation Director

DEPARTMENT: Parks and Recreation Department

SUBJECT:

A MOTION TO APPROVE an "Addendum to Agreement" with Warm Winds Ltd., for the remaining two years of their originally executed five-year agreements for Surf Lessons/Rentals and Surf Camp at the Town Beach, and AUTHORIZE the Town Manager to sign and execute the addendum.

SUGGESTED ACTION:

On November 7, 2022, the Town Council voted to approve two five-year agreements with Warm Winds LTD to conduct surf lessons and rentals and surf camp at Narragansett Town Beach. These agreements were executed and recorded in the Town's Land Evidence Records on November 17, 2022 (attached).

On November 21, 2022, the Town Council was presented with agenda items for two separate five-year agreements with Narragansett Surf and Skate: one for surf lessons and rentals and one for weekly surf camp at the Town Beach. These agreements mirrored those of Warm Winds LTD. Following discussion, a motion was made and approved to amend those agreements from five-year terms to three-year terms (attached).

On December 7, 2022, the Town Council voted to amend the previously approved Warm Winds LTD agreements - from five-year terms to three-year terms - in order to align with the changes made to the Narragansett Surf and Skate agreements. However, Warm Winds LTD was not consulted regarding the proposed amendment and did not agree to a shortened term. Additionally, Warm Winds LTD had already executed the original five-year agreements prior to the amendment (attached).

The purpose of the proposed addendum is to clarify the intent of the parties and reaffirm the terms of the written contracts executed on November 17, 2022, and recorded in the Land Evidence Records of the Town of Narragansett in Book 1011, pages 176 through 181.

Accordingly, the original agreements between the Town and Warm Winds LTD shall remain in effect for the full five-year term and shall expire on October 31, 2027, consistent with the terms originally agreed to and executed by both parties.

ATTACHMENTS:

11.17.2022__Executed_Contract__2023-

2027__with_Warm_Winds_for_Surf_Lessons_and_Rentals.pdf

11.17.2022__Executed_Contract__2023-2027__with_Warm_Winds_for_Weekly_Surf_Camps.pdf

11.21.22__draft_votes_for_amendment_to_Narragansett_Surf_and_Skate_contract__3-

year_agreement_only_.pdf

December_5__2022__agenda_for_changes_to_Warm_Winds_contracts.__Vote_of_4-0.pdf

Warm Winds LTD and Town of Narra - Addendum to Agreement.docx

Town of Narragansett
Narragansett Town Beach
39 Boston Neck Road, Narragansett, RI 02882
Terms and Conditions for
Operating and Conducting Surf Lessons/Rentals

This agreement ("Agreement") provides the terms and conditions for **Warm Winds Ltd.** to conduct Surf Lessons/Rentals at the Narragansett Town Beach. This Agreement is limited to providing Surf Lessons/Rentals on the property limits of Narragansett Town Beach ("Narragansett Town Beach").

Types of lessons/activities allowed:

1. Surfing
2. Paddle Boarding
3. Skim Boarding
4. Body Boarding

Vendor:

Warm Winds Ltd.
26 Kingston Road
Narragansett, RI

This Agreement is restricted to the activities listed above and shall be awarded to Warm Winds Ltd. for Surf Lessons/Rentals at Narragansett Town Beach.

This Agreement is valid for five (5) years – effective from May 1st, 2023 to October 31st, 2027

1. For 2023, a fee of **\$4000.00**, the fee for year two (2) is **\$4000.00**; and the fee for year three (3) is **\$4100.00**, the fee for year (4) is **\$4100.00**, and the fee for year five (5) is **\$4200.00**. Each year, the applicable fee shall be payable to the Town of Narragansett in two equal installments - each in an amount equal to 50% of the fee as follows: (1) the first installment shall be paid on or before May 1st, and (2) the second installment shall be paid on or before July 15th.
2. The Town of Narragansett will distribute one (1) seasonal parking pass to the Warm Winds Ltd.; this pass must be visible on the assigned vehicle/kiosk and will be placed on the vehicle/ kiosk by beach staff. Only the vehicle/kiosk with the pass is permitted to park in the assigned space. The parking space is guaranteed for the designated vehicle or kiosk.
3. The Warm Winds Ltd. shall be open for the sole purpose of providing lessons and rental only during hours specified within this agreement and must be closed at all other times. Warm Winds Ltd. is permitted to set up a kiosk for the purpose of doing business as determined in the agreement. The sale of items not specifically mentioned in this agreement is not permitted. The kiosk is to be placed in the South Lot only and only in the assigned, reserved spot; and may only be present from 8:30am until sunset daily [7:30 am weekends and holidays]. The design of the kiosk must be approved by the Director of the Department of Parks and Recreation and his/her designee.

4. Valid seasonal passes owned by the surf lesson patron for entrance into the lot and/or onto the beach are acceptable. At no time is it acceptable for the surf lesson patron to use or be in possession of passes originally issued to Warm Winds Ltd., its employees or sub-contractors to gain admission to Narragansett Town Beach. In all other cases Warm Winds Ltd. is responsible for the purchase of the needed daily passes. It is not the responsibility of the Town of Narragansett to provide free parking or free admissions to the surf lesson patron or friends and/or relative of the surf lesson patron.
5. Warm Winds Ltd. shall obtain and maintain, at its own expense, public liability insurance in the amount of One Million Dollars (\$1,000,000) with companies and in such form as may be satisfactory to the Town of Narragansett; such insurance shall name the Town of Narragansett as an additional insured and provide that it may not be canceled or altered in any way that would affect the interest of the Town of Narragansett without at least thirty (30) days' prior written notice to Town of Narragansett, ten (10) days' in the case of nonpayment of premium. Warm Winds Ltd. shall provide the Town of Narragansett with evidence satisfactory to the Town of Narragansett of the required insurance and upon any renewal of such policy.
6. Warm Winds Ltd. must supply a complete a list of subcontractors and/or employees that will be associated with Surf Lessons/Rentals throughout the term of this agreement. This list must include the names and contact information for each sub-contractor and employee that will be working. All instructors working must submit a BCI for the current calendar year. The BCI must be performed by the Rhode Island Attorney General's Office and provided to the Human Resource Manager for the Town of Narragansett prior to the start of the season. Copies of the BCI must also be submitted to Beach Management. Any subcontractor conducting business as described in this agreement for Warm Winds Ltd. must provide insurance in the same manner as listed in item #5.
7. The Town of Narragansett reserves the right to suspend activities conducted under this Agreement at any time. Reasons may include, but are not limited to, severe weather, currents, special events or inappropriate conduct of the instructor and/or its members or participants.
8. Issues of concern regarding the terms of this Agreement or the manner of business being conducted under this Agreement shall be brought to the attention of the person signing this Agreement on behalf of Warm Winds Ltd. and as such will be the responsibility of said person to remedy such issues to the satisfaction of the Director.
9. The Director may terminate this Agreement if and when the Director determines, in his/her sole discretion, that the terms or spirit of these terms and conditions have been broken. It is specifically understood and agreed by and between Warm Winds Ltd. and the Town of Narragansett that this Agreement may be cancelled and terminated by the Town of Narragansett, when services are not provided to the satisfaction of the Director, upon giving five days written notice to Warm Winds Ltd.
10. Warm Winds Ltd. must comply with any and all local and state laws and regulations governing the operation of its organization, and shall remit any and all state and federal taxes when due.

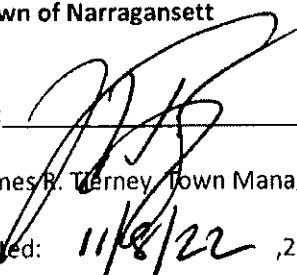
11. Warm Winds Ltd. will agree to a hard cap of not more than 10 surf lesson participants at any one time. This cap includes all participants in and out of the water during the agreed time frame of the lesson.
12. Warm Winds Ltd. will agree to a 5:1 ratio of surf participants to registered surf instructors.
13. Warm Winds Ltd. shall require all instructors and participants/members to sign a release and waiver of liability in favor of the Town of Narragansett prior to allowing any instructor or participant/member to participate in any activities on Narragansett Town Beach.
14. Warm Winds Ltd. shall not give any discounts to employees of the Town of Narragansett
15. Warm Winds Ltd. cannot assign this Agreement without the prior written consent of the Narragansett Town Council.
16. The employees of Warm Winds Ltd. represents the Town of Narragansett while on beach property and must conduct themselves in a professional manner at all times. Smoking, swearing, skateboards, hacky sack, volleyball, etc. are not permitted.
17. Any parking associated with the Warm Winds Ltd. business shall adhere to the policies of the Narragansett Town Beach without exceptions. It is understood that limited parking or sold out conditions occur and as such may affect the ability of Warm Winds Ltd. to do business on any given day.
18. The Department of Parks and Recreation reserves the right to conduct special events and activities on Narragansett Town Beach. This Agreement does not specifically allow Warm Winds Ltd. exclusive rights to Narragansett Town Beach on the dates special events are sponsored by the Town of Narragansett at Narragansett Town Beach. The Town of Narragansett shall provide Warm Winds Ltd. with as much prior notice as possible of any special events that may interfere with Surf Lesson/Rental Activities.
19. The person signing this Agreement on behalf of Warm Winds Ltd. will be the only responsible contact the Town of Narragansett and/or the Director will communicate with during the Term of this Agreement unless such person authorizes and directs the Town of Narragansett and/or the Director to communicate specifically with another named individual. It shall be the responsibility of Warm Winds Ltd. and its owner to administer the terms and conditions of this Agreement with approved personnel associated with Surf Lesson/Rental Activities on Narragansett Town Beach.
20. Warm Winds Ltd. agrees to indemnify, on an after-tax basis, defend and hold harmless the Town of Narragansett and its respective officers, directors, employees and agents from and against any and all claims, liabilities, losses and expenses whatsoever, including court costs and reasonable attorneys' fees, in any way arising out of or relating to the Warm Winds Ltd. Surf Cam Activities. The indemnity shall be the broadest form available and shall include indemnity against any liability arising out of or caused by the negligence of Warm Winds Ltd., its officers, directors, employees, volunteers, agents, subcontractors and/or members.

21. All Surf Instructors will be required to register with the Director of Parks and Recreation or designee at the Beach Operations Office of the Narragansett Town Beach. Each Surf Instructor will receive a photo ID card and present this ID card for admission onto the beach for the sole purpose of conduction surf lessons for the Surf Shop they represent. The card is not valid at any other time or for any other purpose. Proof of employment must be presented in the form of a W4 or 1099 supplied by the employer. Surf Instructors that are sub-contractors will be required to obtain a photo ID and must provide certificate of insurance at the time of registration.
22. The following provisions apply to Day Camps held by the Warm Winds Ltd. A Day Camp is defined as any group arriving by bus, mini-bus, van or from a common origin. The vendor agrees to notify Beach Management at least two weeks in advance of the Day Camp arrival. Notice will be in the form of a Facility Request Form.
- a. Any singular camp meeting more than one day in a calendar week will be regarded as a Weekly Surf Camp and must adhere to the Weekly Surf Camp agreement. Warm Winds Ltd. will also have to be the holder of a Weekly Surf Camp agreement.
 - b. The ratio of 5:1, surf lesson participants to instructors shall be maintained.
 - c. Day camps count as part of the "at any time" cap of 10 surf lesson participants.
 - d. Day campers are subject to daily admission fees
 - e. Day camps will not be allowed on Weekends.

Witness:



Town of Narragansett

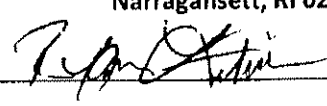
By: 

James R. Tierney, Town Manager

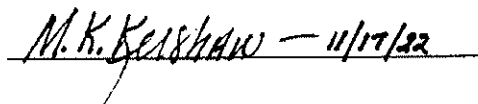
Dated: 11/8/22, 2022

RECEIVED FOR RECORD
JANET TARRO
TOWN CLERK
NARRAGANSETT, R.I.
NOV 17, 2022 02:45:07PM
Vol: 1011 Pg: 178

Vendor: Warm Winds Ltd.
26 Kingston Road
Narragansett, RI 02882

By: 

Dated: November 17, 2022

 M. K. Kershaw - 11/17/22

Town of Narragansett
Narragansett Town Beach
39 Boston Neck Road, Narragansett, RI 02882

Terms and Conditions for
Operating and Conducting Weekly Surf Camps

This agreement ("Agreement") provides the terms and conditions for **Warm Winds Ltd.** to conduct Weekly Surf Camps at the Narragansett Town Beach. This Agreement is limited to providing Weekly Surf Camps conducted on the property limits of Narragansett Town Beach ("Narragansett Town Beach").

Types of activities allowed:

1. Weekly Surf Camps

Vendor:

Warm Winds Ltd.
26 Kingston Road
Narragansett, RI

This Agreement is restricted to the activities listed above and shall be awarded to Warm Winds Ltd. for Weekly Surf Camp Activities at Narragansett Town Beach.

This Agreement is valid for five (5) years – effective from third Monday in June 2023 to Labor Day 2027

Terms and Conditions:

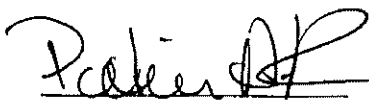
1. The fee for year one (1) is \$ 2600; the fee for year two (2) is \$2,700; the fee for year three (3) is \$2,800; the fee for year four (4) is \$2900; and the fee for year five (5) is \$3000. Each year, the applicable fee shall be payable to the Town of Narragansett in two equal installments - each in an amount equal to 50% of the fee as follows: (1) the first installment shall be paid prior to the date Warm Winds Ltd. conducts its first Surf Camp Activity but in no event later than May 15, and (2) the second installment shall be paid on or before July 15th. Surf Camp Activities will not be allowed until the first payment is received in full, regardless of the scheduled beginning date.
2. For definition purposes, a Weekly Surf Camp can only meet on weekdays and must meet on the majority of weekdays in a calendar week. Situations may arise that will cause the cancellation of camp activities, these situations are at the discretion of Warm Winds Ltd. and/or Beach Management. The objectives of the camp are at the discretion of Warm Winds Ltd.
3. Valid seasonal passes owned by the parent/guardian of any camper for parking and admittance to the beach is acceptable. At no time is it acceptable for any parent/guardian to use or be in possession of season passes originally issued to Warm Winds Ltd. or any employee or subcontractor associated with Warm Winds Ltd. Regular beach fees apply to all other parents/guardians of surf camp participants.

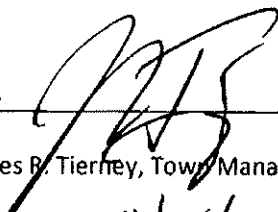
4. The drop-off and pick-up of campers will be at a site determined by agreement of Warm Winds Ltd. and Beach Management. Campers are to be met by representatives of the Warm Winds Ltd. at the drop-off site. A representative of the Warm Winds Ltd. must be present at the pick-up site and remain until all campers are picked up.
5. Warm Winds Ltd. must supply a complete a list of subcontractors and/or employees that will be associated with surf camps throughout the term of this agreement. This list must include the names and contact information for each sub-contractor and employee that will be working with campers. All instructors working with campers must submit a BCI for the current calendar year. The BCI must be performed by the Rhode Island Attorney General's Office and provided to the Human Resource Manager for the Town of Narragansett prior to the start of the season or start of surf camp. Copies of the BCI must also be submitted to Beach Management.
6. Warm Winds Ltd. shall require all instructors and participants/members to sign a release and waiver of liability in favor of the Town of Narragansett prior to allowing any instructor or participant/member to participate in any activities on Narragansett Town Beach.
7. The following conditions are required to operate a Weekly Surf Camp at the Narragansett Town Beach:
 - a. There will be a ratio maintained of 1 instructor for every 5 campers.
 - b. The number of total weekly campers shall not exceed 15 in any one week. Permission in advance must be received by Beach Management if for any reason the weekly total needs to exceed 15.
 - c. The price of admission will be included in the price of the Weekly Surf Camp registration. All weekly campers must be easily identifiable by beach staff and Management. Warm Winds Ltd. must make known to Beach Management, in advance, the manner in which their campers will be identified.
8. All surf instructors will be required to register with the Director of Parks and Recreation or designee at the Beach Operations Office of Narragansett Town Beach. Each Surf Instructor will receive a photo ID and present the ID card for admission onto the beach for the sole purpose of conducting surf lessons to campers. Proof of employment must be provided by the holder of the contract. Proof must be either a 1099 or a W-4. All sub-contractors must have insurance provided either privately or by Warm Winds Ltd.
9. Warm Winds Ltd shall obtain and maintain, at its own expense, public liability insurance in the amount of One Million Dollars (\$1,000,000) with companies and in such form as may be satisfactory to the Town of Narragansett; such insurance shall name the Town of Narragansett as an additional insured and provide that it may not be canceled or altered in any way that would affect the interest of the Town of Narragansett without at least thirty (30) days' prior written notice to Town of Narragansett, ten (10) days' in the case of nonpayment of premium. Warm Winds Ltd. shall provide the Town of Narragansett with evidence satisfactory to the Town of Narragansett of the required insurance and upon any renewal of such policy.
10. Warm Winds Ltd. shall not give any discounts to employees of the Town of Narragansett

11. Warm Winds Ltd. shall provide or make arrangements for all materials needed to conduct its business in a safe manner. The Town of Narragansett is not responsible for damage or loss of property suffered by Warm Winds Ltd., its instructors, members or participants.
12. The Town of Narragansett reserves the right to suspend activities conducted under this Agreement at any time. Reasons may include, but are not limited to, severe weather, currents, special events or inappropriate conduct of the instructor and/or its members or participants.
13. Issues of concern regarding the terms of this Agreement or the manner of business being conducted under this Agreement shall be brought to the attention of the person signing this Agreement on behalf of Warm Winds Ltd. and as such will be the responsibility of said person to remedy such issues to the satisfaction of the Director.
14. The Director may terminate this Agreement if and when the Director determines, in his/her sole discretion, that the terms or spirit of these terms and conditions have been broken. It is specifically understood and agreed by and between Warm Winds Ltd. and the Town of Narragansett that this Agreement may be cancelled and terminated by the Town of Narragansett, when services are not provided to the satisfaction of the Director, upon giving five days written notice to Warm Winds Ltd.
15. Warm Winds Ltd. must comply with any and all local and state laws and regulations governing the operation of its organization, and shall remit any and all state and federal taxes when due.
16. Warm Winds Ltd. cannot assign this Agreement without the prior written consent of the Narragansett Town Council.
17. The Department of Parks and Recreation reserves the right to conduct special events and activities on Narragansett Town Beach. This Agreement does not specifically allow Warm Winds Ltd. exclusive rights to Narragansett Town Beach on the dates special events are sponsored by the Town of Narragansett at Narragansett Town Beach. The Town of Narragansett shall provide Warm Winds Ltd. with as much prior notice as possible of any special events that may interfere with Surf Camp Activities.
18. The person signing this Agreement on behalf of Warm Winds Ltd. will be the only responsible contact the Town of Narragansett and/or the Director will communicate with during the Term of this Agreement unless such person authorizes and directs the Town of Narragansett and/or the Director to communicate specifically with another named individual. It shall be the responsibility of Warm Winds Ltd. and its owner to administer the terms and conditions of this Agreement with approved personnel associated with Surf Camp Activities on Narragansett Town Beach.
19. Warm Winds Ltd. agrees to indemnify, on an after-tax basis, defend and hold harmless the Town of Narragansett and its respective officers, directors, employees and agents from and against any and all claims, liabilities, losses and expenses whatsoever, including court costs and reasonable attorneys' fees, in any way arising out of or relating to the Warm Winds Ltd. Surf Cam Activities. The indemnity shall be the broadest form available and shall include indemnity against any liability arising out of or caused by the negligence of Warm Winds Ltd., its officers, directors, employees, volunteers, agents, subcontractors and/or members.

Witness:

Town of Narragansett



By: 

James B. Tierney, Town Manager

Dated:

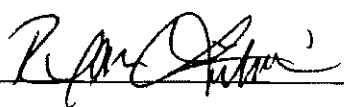
11/8/22

, 2022

Vendor:

Warm Winds Ltd.
26 Kingston Road
Narragansett, RI

M. K. Keishaw - 11/17/22

By: 

Dated

November 17

, 2022

RECEIVED FOR RECORD
JANET TARRO
TOWN CLERK
NARRAGANSETT, R.I.
NOV 17, 2022 02:45:06PM
Vol: 1011 PG: 174

1. A MOTION TO APPROVE the real estate abatements of \$954.21.
2. A MOTION TO APPROVE the waiver of interest for taxpayers in accordance with Ordinance 2010-936.
3. A MOTION TO APPROVE the purchase of six (6) Verifone credit card terminals for the Parks and Recreation Department and Narragansett Town Beach from CGS Forte, in the amount of \$2,743.39.
4. A MOTION TO APPROVE the purchase of holsters for the Police Department from Parros Gun Shop & Police Supply, in the amount of \$5,219.00.
5. A MOTION TO APPROVE the one-time phone service change cost for IT from Verizon Business Services, Inc., in the amount of \$7,930.40.

OLD BUSINESS:

NEW BUSINESS:

FIRE DEPARTMENT

6. A MOTION TO APPROVE the purchase of one (1) new 2022 Polaris Ranger XP 1000 Utility Terrain Vehicle (UTV) for the Fire Department from Polaris Sales Inc., in the amount of \$25,240.78, utilizing the Sourcewell contract. **APPROVED (Lawler/Ferrandi 5-0)**
7. A MOTION TO APPROVE the purchase of one (1) new Medlite UTV Medical Rescue Skid for the Fire Department from Kimtek Corporation, in the amount of \$3,342.02, utilizing the GSA contract. **APPROVED (Lawler/Ferrandi 5-0)**

PUBLIC WORKS DEPARTMENT

8. A MOTION TO APPROVE, RATIFY AND CONFIRM the emergency engine repairs to Fire Department Rescue 3, performed by OSP Diesel, in the amount of \$19,466.52. **APPROVED, RATIFIED AND CONFIRMED (Lawler/Ferrandi 5-0)**
9. A MOTION TO AWARD the bid for the Purchase of Chairs for the Towers to the lowest bidder, Commercial Concepts & Furnishings, in the total amount of \$15,762.00. **AWARDED (Lawler/Ferrandi 5-0)**
10. A MOTION TO READ, PASS, AND ACCEPT as a first reading "A Resolution Amending the Official List of Parking Restrictions and Regulations in the Town of Narragansett" in accordance with the Narragansett Code of Ordinances. **READ, PASSED, AND ACCEPTED (Lawler/Ferrandi 5-0)**

PARKS AND RECREATION DEPARTMENT

11. A MOTION TO APPROVE the two agreements with Narragansett Surf and Skate Shop, 74 Narragansett Avenue, Narragansett, for a five-year surf lessons agreement and a five-year weekly surf camp agreement at the Town Beach, and AUTHORIZE the Town Manager to sign the agreements. **Amend motion to approve for a three-year agreement. AMENDED**

**TOWN OF NARRAGANSETT
COUNCIL COMMUNICATION**

CC: 13
Amend No.

Date Prepared: November 22, 2022
Council Meeting Date: December 5, 2022

TO: James R. Tierney, Town Manager
FROM: Michelle K. Kershaw, Director Parks and Recreation
SUBJECT: Amendment to Warm Winds Ltd. Surfing Contract Agreements

RECOMMENDATION:

That the Town Council approves the amendment of two agreements for surf lessons and rentals and surf camps at Narragansett Town Beach with Warm Winds Ltd., from five-year lease agreements to three-year lease agreements.

SUMMARY:

At the November 7, 2022 Town Council meeting, the agreements for 5-year contracts for Warm Winds, Ltd. For surf lessons and rentals and surf camps were approved. Subsequently, at the November 21, 2022 Town Council meeting, in discussing the approval of agreements for surf lessons and rentals and surf camps for a different vendor, the Town Council requested that both contracts be made for 3 years.

This request will make both companies have the same 3-year contracts as requested.

ATTACHMENTS:

PARKS AND RECREATION DEPARTMENT

13. A MOTION TO APPROVE the amendment of two agreements for surf lessons and rentals and surf camps at Narragansett Town Beach with Warm Winds Ltd., from five-year lease agreements to three-year lease agreements. **APPROVED (Cicilline Buonanno/Ferrandi 4-0)**
14. A MOTION TO REJECT the bids received for Summer and Winter Brochures 2023 for the Parks and Recreation Department. **REJECTED (Cicilline Buonanno/Kopech 4-0)**
15. A MOTION TO APPROVE the purchase of one (1) new Metro Message Board for Parks and Recreation and the Beach Division from ATS Equipment Inc., in the amount of \$16,425.00, utilizing the State of Rhode Island Master Price Agreement (MPA). **APPROVED (Cicilline Buonanno/Kopech 4-0)**

ENGINEERING DEPARTMENT

16. A MOTION TO APPROVE the Wireless Communication Tower/Antenna Lease Agreement and initial five (5) year lease term with New Cingular Wireless for AT&T communications equipment at the North End Water Tank site. **APPROVED (Cicilline Buonanno/Kopech 4-0)**
17. A MOTION TO REJECT the bid received for the Pump Station Wet Well Cleaning contract. **REJECTED (Cicilline Buonanno/Ferrandi 4-0)**
18. A MOTION TO APPROVE the Contract Amendment with Tighe & Bond for additional services related to the Scarborough Wastewater Treatment Facilities (WWTF) Groin Restoration Project, in the amount of \$159,210.00. **APPROVED (Cicilline Buonanno/Ferrandi 4-0)**

PUBLIC WORKS DEPARTMENT

19. A MOTION TO READ, PASS AND ADOPT as a second reading "A Resolution Amending the Official List of Parking Restrictions and Regulations in the Town of Narragansett" in accordance with the Narragansett Code of Ordinances. **READ, PASSED AND ADOPTED (Cicilline Buonanno/Ferrandi 4-0)**
20. A MOTION TO APPROVE the renovations and upgrades to the second floor of the West Tower space to be completed by Abcore Restoration Company, Inc. in the amount of \$50,000.00, utilizing the General Construction Services contract. **APPROVED (Cicilline Buonanno/Kopech 4-0)**
21. A MOTION TO APPROVE the job description for the Utility Person position in the Public Works Facilities Division. **MOTION TO MAKE ONE MODIFICATION TO REMOVE THE WORDS 'OPEN AND/OR' FROM SECTION 1 UNDER 'DUTIES AND RESPONSILITES' (Kopech/Cicilline Buonanno 4-0) MAIN MOTION APPROVED AS AMENDED (Cicilline Buonanno/Ferrandi 4-0)**
22. A MOTION TO APPROVE the filling of one (1) Utility Person position in the Public Works Facilities Division. **APPROVED (Cicilline Buonanno/Ferrandi 4-0)**

ADDENDUM TO AGREEMENT

Town of Narragansett
Narragansett Town Beach
39 Boston Neck Road, Narragansett, RI 02882
Terms and Conditions for
Operating and Conducting **Surf Lessons/Rentals** and Weekly Surf Camp

This ADDENDMUM TO AGREEMENT ("Addendum to Agreement") provides additional terms and conditions for **Warm Winds Ltd.** to conduct Surf Lessons/Rentals and Weekly Surf Camp at the Narragansett Town Beach. This Agreement is limited to providing Surf Lessons/Rentals and Weekly Surf Camp(s) on the property limits of Narragansett Town Beach ("Narragansett Town Beach"). This Addendum to Agreement is meant to clarify the terms agreed to by the parties in a written contract executed on or about November 17, 2022 and recorded in the Land Evidence Records of the Town of Narragansett on November 17, 2022 in Book 1011 at Page 176..

1. The Town of Narragansett (Town) and Warm Winds Ltd. executed a signed contract on or about November 17, 2022 (Copy attached hereto).
2. The Town and Warm Winds Ltd., agreed to a five year contract term to commence on May 1, 2023 and to end on October 31, 2027.
3. The Narragansett Town Council attempted to unilaterally amend the terms of the agreed upon contract at their meeting on December 5, 2022. The proposed amendment altered the term of the contract from five (5) years to three (3) years.
4. Warm Winds Ltd., was not consulted on the proposed amended term and did not agree to the amended term. Additionally Warm Winds Ltd., had already agreed to and executed the contract.
5. In order to clarify the terms of the agreement between the parties, both Warm Winds Ltd., and the Town, acknowledge and agree that the original contract agreed to by the parties shall last for five (5) years and will end on October 31, 2027, consistent with terms of the signed Agreement executed by the parties and attached hereto.
6. This Agreement shall be construed, governed, and interpreted under the laws of the State of Rhode Island.
7. The original Agreement and this Amended Agreement may not be amended or modified in any manner except by written agreement of all parties.

Witness:

Town of Narragansett

By: _____

James R. Tierney, Town Manager

Dated: _____, 2026

Vendor:

Warm Winds Ltd.

26 Kingston Road

Narragansett, RI 02882

By: _____

Dated: _____, 2026

Item Cover Page

NARRAGANSETT TOWN COUNCIL AGENDA ITEM REPORT

DATE: March 16, 2026

FROM: Michelle Kershaw, Parks & Recreation Director

DEPARTMENT: Parks and Recreation Department

SUBJECT:

A MOTION TO APPROVE the two agreements with Narragansett Surf and Skate Shop and Gansett Groms LLC, for a two-year surf lessons and rentals agreement and a two-year surf camp agreement at the Town Beach, and AUTHORIZE the Town Manager to sign the agreements.

SUGGESTED ACTION:

The Town of Narragansett has maintained a long-standing relationship with the two brick-and-mortar surf companies that operate, and have operated, within the Town for more that 30 years, predating the surf lesson, rental, and surf camp agreements currently in place. Historically, both businesses had provided a profit margin to the Town based on their sales prior to formal agreements being executed in 2013.

In 2025, the Director of Parks and Recreation was contacted by Ms. Emily Bennett, a Narragansett resident who operates a surf business, Gansett Groms LLC, out of her home. Ms. Bennett expressed interest in conducting surf lessons and rentals and surf camps at the Town Beach. Subsequently, Ms. Bennett contacted Narragansett Surf and Skate to form a partnership to participate in these agreements.

On December 16, 2025, a meeting was held with Warm Winds Ltd., Narragansett Surf and Skate, Gansett Groms LLC, the Director of Parks and Recreation, and Attorney James Callaghan to discuss the agreements. Also discussed was the partnership with Narragansett Surf and Skate and Gansett Groms LLC. Attorney Callaghan advised that a agreement between Narragansett Surf and Skate and Gansett Groms LLC could be made as long as the same terms and conditions of the agreements were adhered too. Both entities agreed and their were no objections from Warm Winds Ltd.

The agreements presently before the Town Council include Gansett Groms LLC's partnership with Narragansett Surf and Skate and expressly limited to the activities outlined within each agreement. Under these agreements, both entities will operate together and in compliance with all stated terms and conditions.

The Parks and Recreation Department is recommending new two-year agreements (2026-2027) for surf

lessons and rentals and surf camp at the Town Beach. The cost for year one for surf rentals and lessons is \$4100.00, and year two \$4200.00. The cost for year one for surf camp is \$2900.00, and year two \$3000.00. These agreements will align with those of Warm Winds Ltd.

Narragansett Surf and Skate and Gansett Groms LLC will provide the town with a certificate of insurance naming the town as additionally insured. Attached are the two agreements that document the policies, procedures and restrictions of the agreements.

Town Solicitor James Callaghan has reviewed and approved of the content of these agreements.

ATTACHMENTS:

[Narragansett Surf and Skate Shop and Gansett Groms LLC Surf Lesson.Rental Agreement 2026-2027 - FINAL per Attorney Callaghan.docx](#)

[Narragansett Surf Skate Shop and Gansett Groms LLC Weekly Surf Camp Agreement 2026-2027 \(FINAL, per Att. Callaghan\).docx](#)

**Town of Narragansett
Narragansett Town Beach
39 Boston Neck Road, Narragansett, RI 02882
Terms and Conditions for
Operating and Conducting Surf Lessons/Rentals**

This agreement ("Agreement") provides the terms and conditions between the **Town of Narragansett** (Town) and **Narragansett Surf & Skate Shop AND Gansett Groms LLC** ("Vendors" or "Entities") to conduct Surf Lessons/Rentals at the Narragansett Town Beach. This Agreement is limited to providing Surf Lessons/Rentals on the property limits of Narragansett Town Beach ("Narragansett Town Beach").

Types of lessons/activities allowed:

1. Surfing
2. Paddle Boarding
3. Skim Boarding
4. Body Boarding

Vendors:

**Narragansett Surf & Skate Shop
74 Narragansett Ave
Narragansett, RI 02882**

**Gansett Groms LLC
34 Indian Trail
Saunderstown, RI 02874**

This Agreement is restricted to the activities listed above and shall be awarded to Narragansett Surf & Skate Shop and Gansett Groms LLC for Surf Lessons/Rentals at Narragansett Town Beach.

This Agreement is valid for two (2) years – effective from May 1st, 2026, to October 31, 2027.

1. For 2026, a fee of **\$4100.00**, and the fee for year two (2) is **\$4200.00**. Each year, the applicable fee shall be payable to the Town of Narragansett in two equal installments - each in an amount equal to 50% of the fee as follows: (1) the first installment shall be paid on or before May 1st, and (2) the second installment shall be paid on or before July 15th. Narragansett Surf & Skate Shop and Gansett Groms LLC shall be responsible for any division of the fee between the fee described in Paragraph 1. Narragansett Surf & Skate Shop and Gansett Groms LLC hereby waive any responsibility and hold harmless the Town of Narragansett relative to any division of fees between the Vendors.
2. The Town of Narragansett will distribute one (1) seasonal parking pass each to Narragansett Surf & Skate and Gansett Groms LLC; this pass must be visible on the assigned vehicle/kiosk and will be placed on the vehicle/ kiosk by beach staff. Only the vehicle/kiosk with the pass is permitted to park in the assigned spaces. The parking space is guaranteed for the designated vehicle or kiosk.
3. Narragansett Surf & Skate Shop and Gansett Groms LLC shall be open for the sole purpose of providing lessons and rental only during hours specified within this agreement and must be closed at all other times. Narragansett Surf & Skate Shop and Gansett Groms LLC are permitted to set up a kiosk for the purpose of doing business as determined in the agreement. The sale of

items not specifically mentioned in this agreement is not permitted. The kiosk is to be placed in the South Lot only and only in the assigned, reserved spots; and may only be present from 8:30am until sunset daily [7:30 am weekends and holidays]. The design of the kiosk must be approved by the Director of the Department of Parks and Recreation and his/her designee.

4. Valid seasonal passes owned by the surf lesson patron for entrance into the lot and/or onto the beach are acceptable. At no time is it acceptable for the surf lesson patron to use or be in possession of passes originally issued to Narragansett Surf & Skate Shop and Gansett Groms LLC, its employees or sub-contractors to gain admission to Narragansett Town Beach. In all other cases Narragansett Surf & Skate Shop and Gansett Groms LLC are responsible for the purchase of the needed daily passes. It is not the responsibility of the Town of Narragansett to provide free parking or free admissions to the surf lesson patron or friends and/or relative of the surf lesson patron.
5. Narragansett Surf & Skate Shop and Gansett Groms LLC shall each obtain and maintain, at its own expense, public liability insurance in the amount of One Million Dollars (\$1,000,000) with companies and in such form as may be satisfactory to the Town of Narragansett; such insurance shall name the Town of Narragansett as an additional insured and provide that it may not be canceled or altered in any way that would affect the interest of the Town of Narragansett without at least thirty (30) days' prior written notice to Town of Narragansett, ten (10) days' in the case of nonpayment of premium. Narragansett Surf & Skate Shop and Gansett Groms LLC shall provide the Town of Narragansett with evidence satisfactory to the Town of Narragansett of the required insurance and upon any renewal of such policy.
6. Narragansett Surf & Skate Shop and Gansett Groms LLC must supply a complete a list of subcontractors and/or employees that will be associated with Surf Lessons/Rentals throughout the term of this agreement. This list must include the names and contact information for each sub-contractor and employee that will be working. All instructors working must submit a BCI for the current calendar year. The BCI must be performed by the Rhode Island Attorney General's Office and provided to the Human Resource Manager for the Town of Narragansett prior to the start of the season. Copies of the BCI must also be submitted to Beach Management. Any subcontractor conducting business as described in this agreement for Narragansett Surf & Skate Shop and Gansett Groms LLC must provide insurance in the same manner as listed in item #5.
7. The Town of Narragansett reserves the right to suspend activities conducted under this Agreement at any time. Reasons may include, but are not limited to, severe weather, currents, special events or inappropriate conduct of the instructor and/or its members or participants.
8. Issues of concern regarding the terms of this Agreement or the manner of business being conducted under this Agreement shall be brought to the attention of the person signing this Agreement on behalf of Narragansett Surf & Skate Shop and Gansett Groms LLC and as such will be the responsibility of said person to remedy such issues to the satisfaction of the Director.
9. The Director may terminate this Agreement if and when the Director determines, in his/her sole discretion, that the terms or spirit of these terms and conditions have been broken. It is specifically understood and agreed by and between Narragansett Surf & Skate Shop and Gansett Groms LLC and the Town of Narragansett that this Agreement may be cancelled and terminated

by the Town of Narragansett, when services are not provided to the satisfaction of the Director, upon giving five days written notice to Narragansett Surf & Skate Shop and Gansett Groms LLC.

10. Narragansett Surf & Skate Shop and Gansett Groms LLC must comply with any and all local and state laws and regulations governing the operation of its organization and shall remit any and all state and federal taxes when due.
11. Narragansett Surf & Skate Shop and Gansett Groms LLC will agree to a hard cap of not more than 10 surf lesson participants **in total** at any one time. This cap includes all participants in and out of the water during the agreed time frame of the lesson.
12. Narragansett Surf & Skate Shop and Gansett Groms LLC will agree to a 5:1 ratio of surf participants to registered surf instructors.
13. Narragansett Surf & Skate Shop and Gansett Groms LLC shall require all instructors and participants/members to sign a release and waiver of liability in favor of the Town of Narragansett prior to allowing any instructor or participant/member to participate in any activities on Narragansett Town Beach.
14. Narragansett Surf & Skate Shop and Gansett Groms LLC shall not give any discounts to employees of the Town of Narragansett
15. Narragansett Surf & Skate Shop and Gansett Groms LLC cannot assign this Agreement without the prior written consent of the Narragansett Town Council.
16. The employees of Narragansett Surf & Skate Shop and Gansett Groms LLC represent the Town of Narragansett while on beach property and must always conduct themselves in a professional manner. Smoking, swearing, skateboards, hacky sack, volleyball, etc. are not permitted.
17. Any parking associated with the Narragansett Surf & Skate Shop and Gansett Groms LLC business shall adhere to the policies of the Narragansett Town Beach without exceptions. It is understood that limited parking or sold-out conditions occur and as such may affect the ability of Narragansett Surf & Skate Shop and Gansett Groms LLC to do business on any given day.
18. The Department of Parks and Recreation reserves the right to conduct special events and activities on Narragansett Town Beach. This Agreement does not specifically allow Narragansett Surf & Skate Shop and Gansett Groms LLC exclusive rights to Narragansett Town Beach on the dates special events are sponsored by the Town of Narragansett at Narragansett Town Beach. The Town of Narragansett shall provide Narragansett Surf & Skate Shop and Gansett Groms LLC with as much prior notice as possible of any special events that may interfere with Surf Lesson/Rental Activities.
19. The person(s) signing this Agreement on behalf of Narragansett Surf & Skate Shop and Gansett Groms LLC will be the only responsible contact the Town of Narragansett and/or the Director will communicate with during the Term of this Agreement unless such person authorizes and directs the Town of Narragansett and/or the Director to communicate specifically with another named individual. It shall be the responsibility of Narragansett Surf & Skate Shop and Gansett Groms and its owner to administer the terms and conditions of this Agreement with approved

personnel associated with Surf Lesson/Rental Activities on Narragansett Town Beach.

20. Narragansett Surf & Skate Shop and Gansett Groms LLC both agree to indemnify, on an after-tax basis, defend and hold harmless the Town of Narragansett and its respective officers, directors, employees and agents from and against any and all claims, liabilities, losses and expenses whatsoever, including court costs and reasonable attorneys' fees, in any way arising out of or relating to the Narragansett Surf & Skate Shop Surf and Gansett Groms Camp Activities. The indemnity shall be the broadest form available and shall include indemnity against any liability arising out of or caused by the negligence of Narragansett Surf & Skate Shop and Gansett Groms LLC, its officers, directors, employees, volunteers, agents, subcontractors and/or members.
21. All Surf Instructors will be required to register with the Director of Parks and Recreation or designee at the Beach Operations Office of the Narragansett Town Beach. Each Surf Instructor will receive a photo ID card and present this ID card for admission onto the beach for the sole purpose of conducting surf lessons for the Surf Shop they represent. The card is not valid at any other time or for any other purpose. Proof of employment must be presented in the form of a W4 or 1099 supplied by the employer. Surf Instructors that are sub-contractors will be required to obtain a photo ID and must provide certificate of insurance at the time of registration.
22. The following provisions apply to Day Camps held by the Narragansett Surf & Skate Shop and Gansett Groms LLC. A Day Camp is defined as any group arriving by bus, mini-bus, van or from a common origin. The vendor agrees to notify Beach Management at least two weeks in advance of the Day Camp arrival. Notice will be in the form of a Facility Request Form.
 - a. Any singular camp meeting more than one day in a calendar week will be regarded as a Weekly Surf Camp and must adhere to the Weekly Surf Camp agreement. Narragansett Surf & Skate Shop and Gansett Groms LLC will also have to be the holder of a Weekly Surf Camp agreement.
 - b. The ratio of 5:1, surf lesson participants to instructors shall be maintained.
 - c. Day camps count as part of the "at any time" cap of 10 surf lesson participants.
 - d. Day campers are subject to daily admission fees.
 - e. Day camps will not be allowed on Weekends.
23. This Agreement shall be construed, governed, and interpreted under the laws of the State of Rhode Island.
24. This Agreement may not be amended or modified in any manner except by written agreement of all parties.
25. The Town of Narragansett shall not be responsible or liable for any disputes between and among Narragansett Surf & Skate and Gansett Groms LLC. In the event of a dispute, disagreement, or any other conflict between Narragansett Surf & Skate and Gansett Groms LLC the Town reserves all rights to suspend and/or terminate this Agreement. Suspension, termination, or any other decision will be in the sole discretion of the Director. In the event of a suspension or termination in the discretion of the Director both based on a dispute, conflict or disagreement Narragansett Surf & Skate and Gansett Groms LLC waive all rights to dispute any decision by the Director.

Witness:

Town of Narragansett

By: _____

James R. Tierney, Town Manager

Dated: _____, 2026

**Narragansett Surf & Skate Shop
74 Narragansett Ave
Narragansett, RI 02882**

By:

Dated: _____

Witness

**Gansett Groms LLC
34 Indian Trail
Saunderstown, RI 02874**

By:

Dated: _____

Witness

Town of Narragansett
Narragansett Town Beach
39 Boston Neck Road, Narragansett, RI 02882

Terms and Conditions for
Operating and Conducting **Weekly Surf Camps**

This agreement ("Agreement") provides the terms and conditions for **Narragansett Surf & Skate Shop and Gansett Groms LLC**, working together, to conduct Weekly Surf Camps at the Narragansett Town Beach. This Agreement is limited to providing Weekly Surf Camps conducted on the property limits of Narragansett Town Beach ("Narragansett Town Beach").

Types of activities allowed:

1. Weekly Surf Camps

Vendors:

Narragansett Surf & Skate Shop
74 Narragansett Ave
Narragansett, RI 02882

Gansett Groms LLC
34 Indian Trail
Saunderstown, RI 02874

This Agreement is restricted to the activities listed above and shall be awarded to Narragansett Surf & Skate Shop and Gansett Groms LLC, working together, for Weekly Surf Camp Activities at Narragansett Town Beach.

This Agreement is valid for two (2) years – effective from third Monday in June 2026 to Labor Day 2027.

Terms and Conditions:

1. The fee for year one (1) is **\$2900**; and the fee for year two (2) is **\$3000**; Each year, the applicable fee shall be payable to the Town of Narragansett in two equal installments - each in an amount equal to 50% of the fee as follows: (1) the first installment shall be paid prior to the date Narragansett Surf & Skate Shop and Gansett Groms LLC conducts its first Surf Camp Activity but in no event later than May 15, and (2) the second installment shall be paid on or before July 15th. Surf Camp Activities will not be allowed until the first payment is received in full, regardless of the scheduled beginning date.
2. For definition purposes, a Weekly Surf Camp can only meet on weekdays and must meet on the majority of weekdays in a calendar week. Situations may arise that will cause the cancellation of camp activities, these situations are at the discretion of Narragansett Surf & Skate Shop and Gansett Groms LLC and/or Beach Management. The objectives of the camp are at the discretion of Narragansett Surf & Skate Shop and Gansett Groms LLC.
3. Valid seasonal passes owned by the parent/guardian of any camper for parking and admittance to the beach is acceptable. At no time is it acceptable for any parent/guardian to use or be in possession of season passes originally issued to Narragansett Surf & Skate Shop and Gansett

Groms LLC or any employee or subcontractor associated with Narragansett Surf & Skate Shop and Gansett Groms LLC. Regular beach fees apply to all other parents/guardians of surf camp participants.

4. The drop-off and pick-up of campers will be at a site determined by agreement of Narragansett Surf & Skate Shop, Gansett Groms LLC, and Beach Management. Campers are to be met by representatives of the Narragansett Surf & Skate Shop and Gansett Groms LLC at the drop-off site. A representative of the Narragansett Surf & Skate Shop and Gansett Groms must be present at the pick-up site and remain until all campers are picked up.
5. Narragansett Surf & Skate Shop and Gansett Groms must supply a complete a list of subcontractors and/or employees that will be associated with surf camps throughout the term of this agreement. This list must include the names and contact information for each subcontractor and employee that will be working with campers. All instructors working with campers must submit a BCI for the current calendar year. The BCI must be performed by the Rhode Island Attorney General's Office and provided to the Human Resource Manager for the Town of Narragansett prior to the start of the season or start of surf camp. Copies of the BCI must also be submitted to Beach Management.
6. Narragansett Surf & Skate Shop and Gansett Groms LLC require all instructors and participants/members to sign a release and waiver of liability in favor of the Town of Narragansett prior to allowing any instructor or participant/member to participate in any activities on Narragansett Town Beach.
7. The following conditions are required to operate a Weekly Surf Camp at the Narragansett Town Beach:
 - a. There will be a ratio maintained of 1 instructor for every 5 campers.
 - b. The number of total weekly campers shall not exceed 15 in any one week. Permission in advance must be received by Beach Management if for any reason the weekly total **needs** to exceed 15.
 - c. The price of admission will be included in the price of the Weekly Surf Camp registration. All weekly campers must be easily identifiable by beach staff and Management. Narragansett Surf & Skate Shop and Gansett Groms LLC must make known to Beach Management, in advance, the manner in which their campers will be identified.
8. All surf instructors will be required to register with the Director of Parks and Recreation or designee at the Beach Operations Office of Narragansett Town Beach. Each Surf Instructor will receive a photo ID and present the ID card for admission onto the beach for the sole purpose of conducting surf lessons to campers. Proof of employment must be provided by the holder of the contract. Proof must be either a 1099 or a W-4. All sub-contractors must have insurance provided either privately or by Narragansett Surf & Skate Shop and Gansett Groms LLC.
9. Narragansett Surf & Skate Shop and Gansett Groms LLC shall obtain and maintain, at its own expense, public liability insurance in the amount of One Million Dollars (\$1,000,000) with companies and in such form as may be satisfactory to the Town of Narragansett; such insurance shall name the Town of Narragansett as an additional insured and provide that it may not be canceled or altered in any way that would affect the interest of the Town of Narragansett

without at least thirty (30) days' prior written notice to Town of Narragansett, ten (10) days' in the case of nonpayment of premium. Narragansett Surf & Skate Shop and Gansett Groms LLC shall provide the Town of Narragansett with evidence satisfactory to the Town of Narragansett of the required insurance and upon any renewal of such policy.

10. Narragansett Surf & Skate Shop and Gansett Groms LLC shall not give any discounts to employees of the Town of Narragansett
11. Narragansett Surf & Skate Shop and Gansett Groms LLC shall provide or make arrangements for all materials needed to conduct its business in a safe manner. The Town of Narragansett is not responsible for damage or loss of property suffered by Narragansett Surf & Skate Shop and Gansett Groms LLC, its instructors, members or participants.
12. The Town of Narragansett reserves the right to suspend activities conducted under this Agreement at any time. Reasons may include, but are not limited to, severe weather, currents, special events or inappropriate conduct of the instructor and/or its members or participants.
13. Issues of concern regarding the terms of this Agreement or the manner of business being conducted under this Agreement shall be brought to the attention of the person signing this Agreement on behalf of Narragansett Surf & Skate Shop and Gansett Groms LLC and as such will be the responsibility of said person to remedy such issues to the satisfaction of the Director.
14. The Director may terminate this Agreement if and when the Director determines, in his/her sole discretion, that the terms or spirit of these terms and conditions have been broken. It is specifically understood and agreed by and between Narragansett Surf & Skate Shop, Gansett Groms LLC, and the Town of Narragansett that this Agreement may be cancelled and terminated by the Town of Narragansett, when services are not provided to the satisfaction of the Director, upon giving five days written notice to Narragansett Surf & Skate Shop and Gansett Groms LLC.
15. Narragansett Surf & Skate Shop and Gansett Groms LLC must comply with any and all local and state laws and regulations governing the operation of its organization and shall remit any and all state and federal taxes when due.
16. Narragansett Surf & Skate Shop and Gansett Groms LLC cannot assign this Agreement without the prior written consent of the Narragansett Town Council.
17. The Department of Parks and Recreation reserves the right to conduct special events and activities on Narragansett Town Beach. This Agreement does not specifically allow Narragansett Surf & Skate Shop and Gansett Groms LLC exclusive rights to Narragansett Town Beach on the dates special events are sponsored by the Town of Narragansett at Narragansett Town Beach. The Town of Narragansett shall provide Narragansett Surf & Skate Shop and Gansett Groms LLC with as much prior notice as possible of any special events that may interfere with Surf Camp Activities.
18. The person(s) signing this Agreement on behalf of Narragansett Surf & Skate Shop and Gansett Groms LLC will be the only responsible contact the Town of Narragansett and/or the Director will communicate with during the Term of this Agreement unless such person authorizes and directs the Town of Narragansett and/or the Director to communicate specifically with another

named individual. It shall be the responsibility of Narragansett Surf & Skate Shop, Gansett Groms LLC, and its owner to administer the terms and conditions of this Agreement with approved personnel associated with Surf Camp Activities on Narragansett Town Beach.

19. Narragansett Surf & Skate Shop and Gansett Groms LLC agrees to indemnify, on an after-tax basis, defend and hold harmless the Town of Narragansett and its respective officers, directors, employees and agents from and against any and all claims, liabilities, losses and expenses whatsoever, including court costs and reasonable attorneys' fees, in any way arising out of or relating to the Narragansett Surf & Skate Shop and Gansett Groms LLC Surf Camp Activities. The indemnity shall be the broadest form available and shall include indemnity against any liability arising out of or caused by the negligence of Narragansett Surf & Skate Shop, Gansett Groms LLC, its officers, directors, employees, volunteers, agents, subcontractors and/or members.
20. This Agreement shall be construed, governed, and interpreted under the laws of the State of Rhode Island.
21. This Agreement may not be amended or modified in any manner except by written agreement of all parties.
22. The Town of Narragansett shall not be responsible or liable for any disputes between and among Narragansett Surf & Skate and Gansett Groms LLC. In the event of a dispute, disagreement, or any other conflict between Narragansett Surf & Skate and Gansett Groms LLC the Town reserves all rights to suspend and/or terminate this Agreement. Suspension, termination, or any other decision will be in the sole discretion of the Director. In the event of a suspension or termination in the discretion of the Director both based on a dispute, conflict or disagreement Narragansett Surf & Skate and Gansett Groms LLC waive all rights to dispute any decision by the Director.

Witness:

Town of Narragansett

By: _____

James R. Tierney, Town Manager

Dated: _____, 2026

Vendors: Narragansett Surf & Skate Shop
 74 Narragansett Ave
 Narragansett, RI 02882

Gansett Groms LLC
34 Indian Trail
Saunderstown, RI 02874

By: _____

Dated _____, 2026

By: _____

Dated _____, 2026

Item Cover Page

NARRAGANSETT TOWN COUNCIL AGENDA ITEM REPORT

DATE: March 16, 2026

FROM: Michelle Kershaw, Parks & Recreation Director

DEPARTMENT: Parks and Recreation Department

SUBJECT:

A MOTION TO WAIVE the current policy and AUTHORIZE the use of the General Construction Services Contract with Abcore Restoration Company, Inc., to rebuild the east facing deck, to the north corner of the North Pavilion at Narragansett Town Beach, in the amount of \$53,420.00.

SUGGESTED ACTION:

In the summer of 2025, a structural inspection was conducted of the east facing deck of the North Pavilion due to reports of soft, spongy decking. The inspection discovered that the framing and supports beams under the deck were rotted. A contributing factor of the deterioration is the absence of gutters on the building, which has likely allowed water to run directly off the roof and impact the structure. The repairs include removal of existing decking and framing to the pilings, and installation of new framing, joists and center beam using pressure treated lumber, stainless steel joist hangers, and galvanized through bolts. The new installed decking consists of 5/4 x 6' Brazilian walnut IPE decking, with a fifty (50)-year warranty. Gutters will also be installed.

In accordance with Town Council's policy, the Miscellaneous Repair and Construction Services Contract may be used with Council approval for work up to \$50,000.00 in value. Since the cost of this project exceeds \$50,000.00, the Town Council must waive the current policy. Abcore Restoration Company, Inc., is currently under contract with the Town (Town Council approved a one (1)-year contract extension on February 2, 2026).

FUNDING SOURCE:

Funding is available in the Beach Enterprise Fund Account #0034 50610, Other Improvements.

ATTACHMENTS:

[Abcore_quote__196_for_rebuilding_deck_at_North_Pavilion__2.18.26.pdf](#)

[TC_agenda_for_Abcore_Restoration_Company,_Inc._1-year_contract_extention_\(2.2.2026\).Approved.pdf](#)

Phone (401) 952-5857

abc@core@cox.net
www.abc@corerestoration.com

ABCORE RESTORATION
COMPANY, INC.

2 SECLUDED DRIVE
NARRAGANSETT, RI
02882

Estimate

Date	Estimate #
2/18/2026	196

Name / Address

Narragansett Parks & Recreation Dept.
Attn: Michelle Kershaw
Joe Harvey
170 Clarke Road
Narragansett, RI 02882

Project

Deck Rebuild 2026

Description	Qty	Total
Town of Narragansett Parks and Recreation Department North Beach Pavilion Rebuild east facing deck from stairway to north corner Remove existing decking and framing to the pilings Install new framing, including joists and center beam using pressure treated lumber, stainless steel joist hangers and galvanized through bolts Decking Install new 5/4 x 6 Brazilian walnut IPE decking, 50 year warranty Stainless steel fasteners Remove and reinstall benches Gutters Complete east side and partial north and south sides Heavy duty grade (.032) gauge Includes all necessary accessories and downspouts Total		53,420.00
Total		\$53,420.00

Item Cover Page

NARRAGANSETT TOWN COUNCIL AGENDA ITEM REPORT

DATE: February 2, 2026

FROM: Susan Gallagher, Purchasing Manager

DEPARTMENT: Finance Department

SUBJECT:

A MOTION TO APPROVE a one (1)-year contract extension for General Construction Services with Abcore Restoration Company, Inc. at the revised bid prices (hourly rates) to comply with State Prevailing Wages, under the same terms and conditions as the original bid.

SUGGESTED ACTION:

This bid was for General Construction Services to be used for general routine and emergency building repairs and improvements by all Town departments. It includes carpentry, painting, flooring, roofing, and masonry trades, and fixed hourly labor rates (State prevailing wage minimums) for each trade on a regular and emergency response basis. Response times, equipment mark-ups, and material mark-ups are also included in this bid.

Town Council awarded the original bid to Abcore Restoration Company, Inc. on February 18, 2025 for a one (1)-year period, ending February 17, 2026. The vendor has offered to extend their contract under the same terms and conditions, for a one (1)-year period, ending February 18, 2027. Please see the attached spreadsheet showing the original bid results.

All projects initiated under this contract with a value exceeding \$20,000.00 require prior Town Council authorization. In addition, work under this contract will be limited to a value of less than \$50,000.00 unless further Town Council approval has been granted.

Abcore's hourly rates for Carpentry, Painting, Flooring, and Roofing must be modified to meet the State of RI's prevailing wage requirements, revised as of January 2026. These revised rates are noted on the attached contract extension letter.

FUNDING SOURCE:

Funding is available in the respective departmental operating account for building maintenance and repair or in the appropriate capital projects account.

ATTACHMENTS:

[B25011 Results for General Construction Services.pdf](#)

[B25011_Letter_for_Contract_Extension_Gen_Construction_Services.pdf](#)

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NARRAGANSETT TOWN COUNCIL AGENDA ITEM REPORT

DATE: March 16, 2026

FROM: Susan Gallagher, Purchasing Manager

CO-SPONSOR: Christine Wilson, Finance Director

DEPARTMENT: Finance Department

SUBJECT:

A MOTION TO RESCIND the bid award for Professional Auditing Services and Agreed-Upon Procedures for the remaining service (one fiscal year) from the awarded bidder, Bacon & Company CPAs, LLC and AUTHORIZE staff to solicit new bids for these services.

SUGGESTED ACTION:

On May 20, 2023, Town Council awarded this bid to the lowest bidder, Bacon & Company CPAs, LLC at their bid prices for performing three (3) fiscal year audits. They successfully completed the audit for the first year and are currently working on the audit for the second fiscal year. Effective June 30, 2026 the firm's audit practice will be closing as the audit partner is retiring. Therefore, the Town will need to solicit new bids for these services for three (3) upcoming fiscal years. Please see the attached letter from Bacon & Company CPAs, LLC.

FUNDING SOURCE:

Funding is distributed between the Town (Accounting/Finance and three (3) enterprise funds) and the School Department.

ATTACHMENTS:

[B24021 Results for Professional Auditing Services and Agreed Upon Procedures.pdf](#)
[B24021 Retirement Letter Bacon and Company.pdf](#)

Bacon & Company^{LLC}

CERTIFIED PUBLIC ACCOUNTANTS

875 Centerville Road, Building 3, Unit 10 • Warwick, RI 02886
(401) 586-6565 • Fax (401) 826-1710
www.baconcpas.com

February 20, 2026

To the Honorable Town Council
Mr. James R. Tierney, Town Manager
Ms. Christine Wilson, Finance Director
Town of Narragansett
25 Fifth Avenue
Narragansett, RI 02882

Please accept this letter as formal notification that after 40 years of providing audit services to clients throughout Rhode Island, I will be retiring from my position as the Audit Partner at Bacon & Company CPAs, LLC, effective June 30, 2026. As the result of my retirement, the firm's audit practice will be closing on that date.

I appreciate the trust you have placed in the firm over the years, and it has been a privilege to serve the Town.

I will be available to the successor auditors that the Town will engage to perform audit services for the year ended June 30, 2026.

If you have any questions or concerns, please feel free to contact me.

Thank you again for the opportunity to provide audit services to the Town of Narragansett. I wish you all the best.

Sincerely,



Patricia A. Boucher CPA
Audit Partner
Bacon & Company CPAs, LLC

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NARRAGANSETT TOWN COUNCIL AGENDA ITEM REPORT

DATE: March 16, 2026
FROM: Christine Wilson, Finance Director
CO-SPONSOR: Carmen LaBelle, Tax Assessor
DEPARTMENT: Finance Department

SUBJECT:
A MOTION TO APPROVE real estate abatements in the amount of \$89,155.54.

SUGGESTED ACTION:
The real estate abatements concern eighteen (18) parcels foreclosed on by the Town of Narragansett.

ATTACHMENTS:
[COUNCIL_3_16_2026.xls](#)
[2026 TOWN FORECLOSURES.pdf](#)
[Previous council communication.pdf](#)

					REAL ESTATE & PERSONAL PROPERTY ABATEMENTS				
TAX YR	OLD VALUE	NEW VALUE	DIFFERENCE	RATE	ABATE AMT	ACCOUNT #	MAP/LOT	NAME	REASON
2011-2025					\$ 19,494.00	R-12-2299-02	Y-3-182	LUSHINKS, JUDITH MAY	Foreclosure by Town of Narragansett (book: 1058, page:227)
2012-2025					\$ 2,276.91	R-20-0660-01	Y-2-111	ONE AUDOBON ROAD, LLC	Foreclosure by Town of Narragansett (book: 1058, page:228)
2007-2025					\$ 6,175.89	R-18-2055-00	R-2-393	IVES BLUFF, LLC	Foreclosure by Town of Narragansett (book: 1058, page: 229)
2010-2025					\$ 4,801.39	R-18-0432-51	N-R-32	REEDY, RAY INC	Foreclosure by Town of Narragansett (book: 1058, page:230)
2012-2025					\$ 1,815.51	R-06-1613-51	N-L-41	FOUR TWENTY CORP	Foreclosure by Town of Narragansett (book: 1058, page:231)
2012-2025					\$ 7,629.73	R-07-0148-05	N-G-447	P.A.T. REALTY DEVELOPMENT COMPANY	Foreclosure by Town of Narragansett (book: 1058, page: 232)
2014-2025					\$ 1,391.28	R-02-3476-95	N-R-575	BROWN, ROBERT L.	Foreclosure by Town of Narragansett (book: 1058, page: 233)
2011-2025					\$ 1,510.32	R-18-1743-03	N-R-926	RONCHELLE CORPORATION	Foreclosure by Town of Narragansett (book: 1058, page: 234)
2012-2025					\$ 1,460.11	R-13-2124-75	N-R-934	MCCOART, DENISE	Foreclosure by Town of Narragansett (book: 1058, page: 235)
2011-2025					\$ 26,326.02	R-04-1655-02	N-E-15	DEVITA, FREDERICK&EVE IRR TRUST	Foreclosure by Town of Narragansett (book: 1058, page: 236)
2007-2025					\$ 1,902.65	R-16-2160-00	N-R-884	PLUMMER, HARRY O. & MARION AGNES	Foreclosure by Town of Narragansett (book: 1058, page: 237)
2011-2025					\$ 1,552.50	R-02-1915-00	N-R-833	BLACK, FREDERICK & FRANK & DAVID	Foreclosure by Town of Narragansett (book: 1058, page: 238)
2006-2025					\$ 1,744.50	R-03-0478-55	N-R-221	MIMNAUGH, JOHN F.	Foreclosure by Town of Narragansett (book: 1058, page: 239)
2017-2025					\$ 7,301.83	R-00-1030-36	N-K-1-A	CERIO, EDWARD ET ALS	Foreclosure by Town of Narragansett (book: 1058, page: 240)
2007-2025					\$ 1,823.11	R-03-0478-50	N-R-875	MIMNAUGH, JOHN F.	Foreclosure by Town of Narragansett (book: 1058, page: 241)
2016-2025					\$ 443.66	R-00-1030-34	T-98	MASSE, EDWARD P	Foreclosure by Town of Narragansett (book: 1058, page: 242)
2014-2025					\$ 393.91	R-00-1030-37	K-223-B	GRILLI, RICHARD	Foreclosure by Town of Narragansett (book: 1058, page: 243)
2016-2025					\$ 1,112.22	R-00-1030-35	N-R-534	RANDALL, WALDO E JR EST OF	Foreclosure by Town of Narragansett (book: 1058, page: 244)
			TOTAL ABATES:		\$ 89,155.54				

VOTED: 3/16/2026 to APPROVE the Real and Personal Property Abatements
in the amount of \$89,155.54 as recommended by the Finance Director.
ATTEST:

Sarah Masson, CMC
Council Clerk

PLAT/LOT	LAND DESCRIPTION	YEAR	TYPE OF BILL	AMT BILLED		INTEREST		TOTAL
Y-3-182	TOPO	2011	TAX TITLE FEE	\$	71.00	\$	-	\$ 71.00
		2011	CERT LETTERS	\$	13.70	\$	-	\$ 13.70
		2011	AD FEE	\$	5.00	\$	-	\$ 5.00
		2011	REAL	\$	1,275.53	\$	1,951.56	\$ 3,227.09
		2012	REAL	\$	1,209.65	\$	1,983.83	\$ 3,193.48
		2013	REAL	\$	1,238.72	\$	1,882.85	\$ 3,121.57
		2014	REAL	\$	1,269.06	\$	1,776.68	\$ 3,045.74
		2015	REAL	\$	1,212.68	\$	1,552.23	\$ 2,764.91
		2016	REAL	\$	1,229.76	\$	1,426.52	\$ 2,656.28
		2017	REAL	\$	1,288.32	\$	1,339.85	\$ 2,628.17
		2018	REAL	\$	1,154.20	\$	1,061.86	\$ 2,216.06
		2019	REAL	\$	1,187.03	\$	949.62	\$ 2,136.65
		2020	REAL	\$	1,215.68	\$	826.66	\$ 2,042.34
		2021	REAL	\$	1,376.84	\$	771.03	\$ 2,147.87
		2022	REAL	\$	1,398.60	\$	615.38	\$ 2,013.98
		2023	REAL	\$	1,446.77	\$	462.97	\$ 1,909.74
		2024	REAL	\$	1,424.63	\$	284.93	\$ 1,709.56
		2025	REAL	\$	1,476.83	\$	88.61	\$ 1,565.44
			TOTAL:	\$	19,494.00	\$	16,974.58	\$ 36,468.58
		2011	SEWER ASSESSMENT	\$	665.77	\$	1,171.76	\$ 1,837.53
		2011	FINANCIAL INTEREST	\$	145.20	\$	255.55	\$ 400.75
		2012	SEWER ASSESSMENT	\$	665.73	\$	1,091.80	\$ 1,757.53
		2012	FINANCIAL INTEREST	\$	145.24	\$	238.19	\$ 383.43
		2013	SEWER ASSESSMENT	\$	674.13	\$	1,024.68	\$ 1,698.81
		2013	FINANCIAL INTEREST	\$	136.84	\$	208.00	\$ 344.84
		2014	SEWER ASSESSMENT	\$	682.64	\$	955.70	\$ 1,638.34
		2014	FINANCIAL INTEREST	\$	128.33	\$	179.66	\$ 307.99
		2015	SEWER ASSESSMENT	\$	691.25	\$	884.80	\$ 1,576.05
		2015	FINANCIAL INTEREST	\$	119.72	\$	153.24	\$ 272.96
		2016	SEWER ASSESSMENT	\$	699.97	\$	811.97	\$ 1,511.94
		2016	FINANCIAL INTEREST	\$	110.99	\$	128.75	\$ 239.74

2017	SEWER ASSESSMENT	\$	708.81	\$	737.16	\$	1,445.97
2017	FINANCIAL INTEREST	\$	102.16	\$	106.25	\$	208.41
2018	SEWER ASSESSMENT	\$	717.75	\$	660.33	\$	1,378.08
2018	FINANCIAL INTEREST	\$	93.21	\$	85.75	\$	178.96
2019	SEWER ASSESSMENT	\$	726.81	\$	581.45	\$	1,308.26
2019	FINANCIAL INTEREST	\$	84.16	\$	67.33	\$	151.49
2020	SEWER ASSESSMENT	\$	735.98	\$	500.47	\$	1,236.45
2020	FINANCIAL INTEREST	\$	74.98	\$	50.99	\$	125.97
2021	SEWER ASSESSMENT	\$	745.27	\$	417.35	\$	1,162.62
2021	FINANCIAL INTEREST	\$	65.70	\$	36.79	\$	102.49
2022	SEWER ASSESSMENT	\$	754.68	\$	324.51	\$	1,079.19
2022	FINANCIAL INTEREST	\$	56.29	\$	24.20	\$	80.49
2023	SEWER ASSESSMENT	\$	764.20	\$	244.54	\$	1,008.74
2023	FINANCIAL INTEREST	\$	46.77	\$	14.97	\$	61.74
2024	SEWER ASSESSMENT	\$	773.85	\$	154.77	\$	928.62
2024	FINANCIAL INTEREST	\$	37.12	\$	7.42	\$	44.54
2025	SEWER ASSESSMENT	\$	2,167.72	\$	173.42	\$	2,341.14
2025	FINANCIAL INTEREST	\$	27.36	\$	2.19	\$	29.55
	TOTAL:	\$	13,548.63	\$	11,293.99	\$	24,842.62
	GRAND TOTAL:	\$	33,042.63	\$	28,268.57	\$	61,311.20

Y-2-111	PAPER ST	2012	REAL	\$	47.84	\$	73.20	\$	121.04
		2013	REAL	\$	182.28	\$	277.07	\$	459.35
		2014	REAL	\$	186.74	\$	261.44	\$	448.18
		2015	REAL	\$	163.02	\$	208.67	\$	371.69
		2016	REAL	\$	165.31	\$	191.76	\$	357.07
		2017	REAL	\$	173.18	\$	180.11	\$	353.29
		2018	REAL	\$	176.12	\$	162.03	\$	338.15
		2019	REAL	\$	181.12	\$	144.90	\$	326.02
		2020	REAL	\$	185.50	\$	126.14	\$	311.64
		2021	REAL	\$	157.71	\$	88.32	\$	246.03
		2022	REAL	\$	160.20	\$	70.49	\$	230.69
		2023	REAL	\$	165.72	\$	53.03	\$	218.75

		2024	REAL	\$	163.10	\$	32.62	\$	195.72
		2025	REAL	\$	169.07	\$	10.14	\$	179.21
		TOTAL:		\$	2,276.91	\$	1,879.92	\$	4,156.83
R-2-393	UNDERWATER	2007	REAL	\$	111.36	\$	249.45	\$	360.81
		2008	REAL	\$	116.00	\$	245.92	\$	361.92
		2009	REAL	\$	235.09	\$	470.18	\$	705.27
		2010	REAL	\$	242.76	\$	456.39	\$	699.15
		2011	REAL	\$	245.78	\$	432.57	\$	678.35
		2012	REAL	\$	249.78	\$	409.64	\$	659.42
		2013	REAL	\$	255.78	\$	388.79	\$	644.57
		2014	REAL	\$	262.04	\$	366.86	\$	628.90
		2015	REAL	\$	267.39	\$	342.26	\$	609.65
		2016	REAL	\$	271.15	\$	314.53	\$	585.68
		2017	REAL	\$	284.06	\$	295.42	\$	579.48
		2018	REAL	\$	328.35	\$	302.08	\$	630.43
		2019	REAL	\$	337.69	\$	270.15	\$	607.84
		2020	REAL	\$	345.84	\$	235.17	\$	581.01
		2021	REAL	\$	485.53	\$	271.90	\$	757.43
		2022	REAL	\$	493.20	\$	217.01	\$	710.21
		2023	REAL	\$	510.19	\$	163.26	\$	673.45
		2024	REAL	\$	556.75	\$	111.35	\$	668.10
		2025	REAL	\$	577.15	\$	34.63	\$	611.78
		TOTAL:		\$	6,175.89	\$	5,577.56	\$	11,753.45
N-R-32	TOPO	2010	REAL	\$	132.43	\$	233.08	\$	365.51
		2011	REAL	\$	284.35	\$	500.46	\$	784.81
		2012	REAL	\$	288.06	\$	472.42	\$	760.48
		2013	REAL	\$	294.98	\$	448.37	\$	743.35
		2014	REAL	\$	302.20	\$	423.08	\$	725.28
		2015	REAL	\$	249.49	\$	319.35	\$	568.84
		2016	REAL	\$	253.01	\$	293.49	\$	546.50
		2017	REAL	\$	265.06	\$	275.66	\$	540.72

		2018	REAL	\$	297.51	\$	273.71	\$	571.22
		2019	REAL	\$	305.97	\$	244.78	\$	550.75
		2020	REAL	\$	313.35	\$	213.08	\$	526.43
		2021	REAL	\$	350.86	\$	196.48	\$	547.34
		2022	REAL	\$	356.40	\$	156.82	\$	513.22
		2023	REAL	\$	368.68	\$	117.98	\$	486.66
		2024	REAL	\$	362.87	\$	72.57	\$	435.44
		2025	REAL	\$	376.17	\$	22.57	\$	398.74
		TOTAL:		\$	4,801.39	\$	4,263.90	\$	9,065.29
N-L-41	UNBUILDABLE	2012	REAL	\$	106.23	\$	174.22	\$	280.45
		2013	REAL	\$	108.78	\$	165.35	\$	274.13
		2014	REAL	\$	111.44	\$	156.02	\$	267.46
		2015	REAL	\$	102.38	\$	131.05	\$	233.43
		2016	REAL	\$	103.82	\$	120.43	\$	224.25
		2017	REAL	\$	108.77	\$	113.12	\$	221.89
		2018	REAL	\$	127.36	\$	117.17	\$	244.53
		2019	REAL	\$	130.98	\$	104.78	\$	235.76
		2020	REAL	\$	134.14	\$	91.22	\$	225.36
		2021	REAL	\$	142.65	\$	79.88	\$	222.53
		2022	REAL	\$	144.90	\$	63.76	\$	208.66
		2023	REAL	\$	149.89	\$	47.96	\$	197.85
		2024	REAL	\$	168.99	\$	33.80	\$	202.79
		2025	REAL	\$	175.18	\$	10.51	\$	185.69
		TOTAL:		\$	1,815.51	\$	1,409.27	\$	3,224.78
N-G-447	LOCA Tupelo Tr.	2012	REAL	\$	372.94	\$	570.60	\$	943.54
		2013	REAL	\$	458.64	\$	697.13	\$	1,155.77
		2014	REAL	\$	469.87	\$	657.82	\$	1,127.69
		2015	REAL	\$	491.04	\$	628.53	\$	1,119.57
		2016	REAL	\$	497.95	\$	577.62	\$	1,075.57
		2017	REAL	\$	521.66	\$	542.53	\$	1,064.19
		2018	REAL	\$	489.54	\$	450.38	\$	939.92

		2019	REAL	\$	503.46	\$	402.77	\$	906.23
		2020	REAL	\$	515.62	\$	350.62	\$	866.24
		2021	REAL	\$	639.69	\$	358.23	\$	997.92
		2022	REAL	\$	649.80	\$	285.91	\$	935.71
		2023	REAL	\$	672.18	\$	215.10	\$	887.28
		2024	REAL	\$	661.55	\$	132.31	\$	793.86
		2025	REAL	\$	685.79	\$	41.15	\$	726.94
		TOTAL:		\$	7,629.73	\$	5,910.70	\$	13,540.43
N-R-575	PAPER ST	2014	REAL	\$	109.44	\$	153.22	\$	262.66
		2015	REAL	\$	108.35	\$	138.69	\$	247.04
		2016	REAL	\$	109.87	\$	127.45	\$	237.32
		2017	REAL	\$	115.10	\$	119.70	\$	234.80
		2018	REAL	\$	97.51	\$	89.71	\$	187.22
		2019	REAL	\$	100.28	\$	80.22	\$	180.50
		2020	REAL	\$	102.70	\$	69.84	\$	172.54
		2021	REAL	\$	115.18	\$	64.50	\$	179.68
		2022	REAL	\$	117.00	\$	51.48	\$	168.48
		2023	REAL	\$	121.03	\$	38.73	\$	159.76
		2024	REAL	\$	144.76	\$	28.95	\$	173.71
		2025	REAL	\$	150.06	\$	9.00	\$	159.06
		TOTAL:		\$	1,391.28	\$	971.49	\$	2,362.77
N-R-926	PAPER ST	2011	REAL	\$	50.21	\$	76.82	\$	127.03
		2012	REAL	\$	89.00	\$	145.96	\$	234.96
		2013	REAL	\$	91.14	\$	138.53	\$	229.67
		2014	REAL	\$	93.37	\$	130.72	\$	224.09
		2015	REAL	\$	92.44	\$	118.32	\$	210.76
		2016	REAL	\$	93.74	\$	108.74	\$	202.48
		2017	REAL	\$	98.21	\$	102.14	\$	200.35
		2018	REAL	\$	92.54	\$	85.14	\$	177.68
		2019	REAL	\$	95.17	\$	76.14	\$	171.31
		2020	REAL	\$	97.46	\$	66.27	\$	163.73

		2021	REAL	\$	109.86	\$	61.52	\$	171.38
		2022	REAL	\$	111.60	\$	49.10	\$	160.70
		2023	REAL	\$	115.44	\$	36.94	\$	152.38
		2024	REAL	\$	137.55	\$	27.51	\$	165.06
		2025	REAL	\$	142.59	\$	8.56	\$	151.15
		TOTAL:		\$	1,510.32	\$	1,232.41	\$	2,742.73
N-R-934	PAPER ST	2012	REAL	\$	89.00	\$	145.96	\$	234.96
		2013	REAL	\$	91.14	\$	138.53	\$	229.67
		2014	REAL	\$	93.37	\$	130.72	\$	224.09
		2015	REAL	\$	92.44	\$	118.32	\$	210.76
		2016	REAL	\$	93.74	\$	108.74	\$	202.48
		2017	REAL	\$	98.21	\$	102.14	\$	200.35
		2018	REAL	\$	92.54	\$	85.14	\$	177.68
		2019	REAL	\$	95.17	\$	76.14	\$	171.31
		2020	REAL	\$	97.46	\$	66.27	\$	163.73
		2021	REAL	\$	109.86	\$	61.52	\$	171.38
		2022	REAL	\$	111.60	\$	49.10	\$	160.70
		2023	REAL	\$	115.44	\$	36.94	\$	152.38
		2024	REAL	\$	137.55	\$	27.51	\$	165.06
		2025	REAL	\$	142.59	\$	8.56	\$	151.15
		TOTAL:		\$	1,460.11	\$	1,155.59	\$	2,615.70
N-E-15	DECEASED	2011	REAL	\$	610.40	\$	1,007.16	\$	1,617.56
		2012	REAL	\$	1,237.40	\$	2,029.34	\$	3,266.74
		2013	REAL	\$	1,267.14	\$	1,926.05	\$	3,193.19
		2014	REAL	\$	1,298.17	\$	1,817.44	\$	3,115.61
		2015	REAL	\$	1,356.81	\$	1,736.72	\$	3,093.53
		2016	REAL	\$	1,375.92	\$	1,596.07	\$	2,971.99
		2017	REAL	\$	1,441.44	\$	1,499.10	\$	2,940.54
		2018	REAL	\$	1,275.59	\$	1,173.54	\$	2,449.13
		2019	REAL	\$	1,311.87	\$	1,049.50	\$	2,361.37
		2020	REAL	\$	1,343.54	\$	913.61	\$	2,257.15

2021	REAL	\$	2,668.63	\$	1,494.43	\$	4,163.06
2022	REAL	\$	2,710.80	\$	1,192.75	\$	3,903.55
2023	REAL	\$	2,804.17	\$	897.33	\$	3,701.50
2024	REAL	\$	2,761.48	\$	552.30	\$	3,313.78
2025	REAL	\$	2,862.66	\$	171.76	\$	3,034.42
	TOTAL:	\$	26,326.02	\$	19,057.10	\$	45,383.12

2012	SEWER ASSESSMENT	\$	318.74	\$	522.73	\$	841.47
2012	FINANCIAL INTEREST	\$	13.45	\$	22.06	\$	35.51
	TOTAL:	\$	332.19	\$	544.79	\$	876.98
	GRAND TOTAL:	\$	26,658.21	\$	19,601.89	\$	46,260.10

N-R-884	PAPER ST	2007	REAL	\$	83.52	\$	187.08	\$	270.60
		2008	REAL	\$	87.00	\$	184.44	\$	271.44
		2009	REAL	\$	88.37	\$	176.74	\$	265.11
		2010	REAL	\$	91.26	\$	171.57	\$	262.83
		2011	REAL	\$	92.39	\$	162.61	\$	255.00
		2012	REAL	\$	89.00	\$	145.96	\$	234.96
		2013	REAL	\$	91.14	\$	138.53	\$	229.67
		2014	REAL	\$	93.37	\$	130.72	\$	224.09
		2015	REAL	\$	92.44	\$	118.32	\$	210.76
		2016	REAL	\$	93.74	\$	108.74	\$	202.48
		2017	REAL	\$	98.21	\$	102.14	\$	200.35
		2018	REAL	\$	92.54	\$	85.14	\$	177.68
		2019	REAL	\$	95.17	\$	76.14	\$	171.31
		2020	REAL	\$	97.46	\$	66.27	\$	163.73
		2021	REAL	\$	109.86	\$	61.52	\$	171.38
		2022	REAL	\$	111.60	\$	49.10	\$	160.70
		2023	REAL	\$	115.44	\$	36.94	\$	152.38
		2024	REAL	\$	137.55	\$	27.51	\$	165.06
		2025	REAL	\$	142.59	\$	8.56	\$	151.15
			TOTAL:	\$	1,902.65	\$	2,038.03	\$	3,940.68

N-R-833	PAPER ST	2011	REAL	\$	92.39	\$	162.61	\$	255.00
		2012	REAL	\$	89.00	\$	145.96	\$	234.96
		2013	REAL	\$	91.14	\$	138.53	\$	229.67
		2014	REAL	\$	93.37	\$	130.72	\$	224.09
		2015	REAL	\$	92.44	\$	118.32	\$	210.76
		2016	REAL	\$	93.74	\$	108.74	\$	202.48
		2017	REAL	\$	98.21	\$	102.14	\$	200.35
		2018	REAL	\$	92.54	\$	85.14	\$	177.68
		2019	REAL	\$	95.17	\$	76.14	\$	171.31
		2020	REAL	\$	97.46	\$	66.27	\$	163.73
		2021	REAL	\$	109.86	\$	61.52	\$	171.38
		2022	REAL	\$	111.60	\$	49.10	\$	160.70
		2023	REAL	\$	115.44	\$	36.94	\$	152.38
		2024	REAL	\$	137.55	\$	27.51	\$	165.06
		2025	REAL	\$	142.59	\$	8.56	\$	151.15
		TOTAL:		\$	1,552.50	\$	1,318.20	\$	2,870.70

N-R-221	PAPER ST	2006	REAL	\$	50.55	\$	119.30	\$	169.85
		2007	REAL	\$	52.20	\$	116.93	\$	169.13
		2008	REAL	\$	54.38	\$	115.29	\$	169.67
		2009	REAL	\$	39.47	\$	78.94	\$	118.41
		2010	REAL	\$	40.76	\$	76.63	\$	117.39
		2011	REAL	\$	41.26	\$	72.62	\$	113.88
		2012	REAL	\$	84.22	\$	138.12	\$	222.34
		2013	REAL	\$	86.24	\$	131.08	\$	217.32
		2014	REAL	\$	88.35	\$	123.69	\$	212.04
		2015	REAL	\$	73.56	\$	94.16	\$	167.72
		2016	REAL	\$	74.59	\$	86.52	\$	161.11
		2017	REAL	\$	78.14	\$	81.27	\$	159.41
		2018	REAL	\$	89.55	\$	82.39	\$	171.94
		2019	REAL	\$	92.10	\$	73.68	\$	165.78
		2020	REAL	\$	94.32	\$	64.14	\$	158.46
		2021	REAL	\$	116.07	\$	65.00	\$	181.07

		2022	REAL	\$	117.90	\$	51.88	\$	169.78
		2023	REAL	\$	121.96	\$	39.03	\$	160.99
		2023	CERTIFIED LETTERS	\$	24.75	\$	-	\$	24.75
		2023	AD FEE	\$	2.00	\$	-	\$	2.00
		2023	TITLE FEE	\$	78.00	\$	-	\$	78.00
		2024	REAL	\$	119.87	\$	23.97	\$	143.84
		2025	REAL	\$	124.26	\$	7.46	\$	131.72
			TOTAL:	\$	1,744.50	\$	1,642.10	\$	3,386.60
N-K-1-A	WET	2017	REAL	\$	427.14	\$	397.24	\$	824.38
		2018	REAL	\$	698.49	\$	642.61	\$	1,341.10
		2019	REAL	\$	718.36	\$	574.69	\$	1,293.05
		2020	REAL	\$	735.70	\$	500.28	\$	1,235.98
		2021	REAL	\$	912.58	\$	511.04	\$	1,423.62
		2022	REAL	\$	927.00	\$	407.88	\$	1,334.88
		2023	REAL	\$	958.93	\$	306.86	\$	1,265.79
		2024	REAL	\$	944.51	\$	188.90	\$	1,133.41
		2025	REAL	\$	979.12	\$	58.75	\$	1,037.87
			TOTAL:	\$	7,301.83	\$	3,588.25	\$	10,890.08
N-R-875	PAPER ST	2007	REAL	\$	3.98	\$	4.46	\$	8.44
		2008	REAL	\$	87.00	\$	184.44	\$	271.44
		2009	REAL	\$	88.37	\$	176.74	\$	265.11
		2010	REAL	\$	91.26	\$	171.57	\$	262.83
		2011	REAL	\$	92.39	\$	162.61	\$	255.00
		2012	REAL	\$	89.00	\$	145.96	\$	234.96
		2013	REAL	\$	91.14	\$	138.53	\$	229.67
		2014	REAL	\$	93.37	\$	130.72	\$	224.09
		2015	REAL	\$	92.44	\$	118.32	\$	210.76
		2016	REAL	\$	93.74	\$	108.74	\$	202.48
		2017	REAL	\$	98.21	\$	102.14	\$	200.35
		2018	REAL	\$	92.54	\$	85.14	\$	177.68
		2019	REAL	\$	95.17	\$	76.14	\$	171.31

		2020	REAL	\$	97.46	\$	66.27	\$	163.73
		2021	REAL	\$	109.86	\$	61.52	\$	171.38
		2022	REAL	\$	111.60	\$	49.10	\$	160.70
		2023	REAL	\$	115.44	\$	36.94	\$	152.38
		2024	REAL	\$	137.55	\$	27.51	\$	165.06
		2025	REAL	\$	142.59	\$	8.56	\$	151.15
		TOTAL:		\$	1,823.11	\$	1,855.41	\$	3,678.52
T-98	PAPER ST	2016	REAL	\$	43.34	\$	50.27	\$	93.61
		2017	REAL	\$	45.41	\$	47.23	\$	92.64
		2018	REAL	\$	40.80	\$	37.54	\$	78.34
		2019	REAL	\$	41.96	\$	33.57	\$	75.53
		2020	REAL	\$	42.97	\$	29.22	\$	72.19
		2021	REAL	\$	43.41	\$	24.31	\$	67.72
		2022	REAL	\$	44.10	\$	19.40	\$	63.50
		2023	REAL	\$	45.62	\$	14.60	\$	60.22
		2024	REAL	\$	47.16	\$	9.43	\$	56.59
		2025	REAL	\$	48.89	\$	3.91	\$	52.80
		TOTAL:		\$	443.66	\$	269.48	\$	713.14
K-223-B	SIZE (1,255 SQ FT)	2014	REAL	\$	21.08	\$	29.51	\$	50.59
		2015	REAL	\$	17.89	\$	22.90	\$	40.79
		2016	REAL	\$	18.14	\$	21.04	\$	39.18
		2017	REAL	\$	19.01	\$	19.77	\$	38.78
		2018	REAL	\$	20.90	\$	19.23	\$	40.13
		2019	REAL	\$	21.49	\$	17.19	\$	38.68
		2020	REAL	\$	22.01	\$	14.97	\$	36.98
		2020	AD FEE	\$	3.00	\$	-	\$	3.00
		2020	TITLE FEE	\$	89.00	\$	-	\$	89.00
		2020	CERT LETTERS	\$	32.00	\$	-	\$	32.00
		2021	REAL	\$	23.92	\$	13.40	\$	37.32
		2022	REAL	\$	24.30	\$	10.69	\$	34.99
		2023	REAL	\$	25.14	\$	8.04	\$	33.18

		2024	REAL	\$	27.51	\$	5.50	\$	33.01
		2025	REAL	\$	28.52	\$	2.28	\$	30.80
			TOTAL:	\$	393.91	\$	184.52	\$	578.43
N-R-534	PAPER ST	2016	REAL	\$	97.78	\$	113.42	\$	211.20
		2017	REAL	\$	102.43	\$	106.53	\$	208.96
		2018	REAL	\$	93.53	\$	86.05	\$	179.58
		2019	REAL	\$	96.19	\$	76.95	\$	173.14
		2020	REAL	\$	98.51	\$	66.99	\$	165.50
		2021	REAL	\$	110.75	\$	62.02	\$	172.77
		2022	REAL	\$	112.50	\$	49.50	\$	162.00
		2023	REAL	\$	116.38	\$	37.24	\$	153.62
		2024	REAL	\$	139.52	\$	27.90	\$	167.42
		2025	REAL	\$	144.63	\$	8.68	\$	153.31
			TOTAL:	\$	1,112.22	\$	635.28	\$	1,747.50
			REAL TOTAL:	\$	89,155.54	\$	69,963.79	\$	159,119.33
			SEWER ASSMNT TOTAL:	\$	13,880.82	\$	11,838.78	\$	25,719.60
			GRAND TOTAL:	\$	103,036.36	\$	81,802.57	\$	184,838.93

**TOWN OF NARRAGANSETT
COUNCIL COMMUNICATION**

CC: 17
Amend No.

Date Prepared: October 26, 2022
Council Meeting Date: November 7, 2022

TO: Honorable Town Council
FROM: James M. Callaghan, Town Solicitor
SUBJECT: Attorney Appointment for Foreclosure Proceedings

RECOMMENDATION:

That the Town Council appoint Taft & McSally, LLP, as attorneys to handle foreclosure proceedings on vacant land properties, pursuant to the attached list, and in accordance with the unanimous vote of the Town Council on September 6, 2022.

SUMMARY:

At the September 6, 2022 meeting of the Narragansett Town Council, the Town Council unanimously approved a "Motion to Direct the Town Manager to work with the Town Solicitor to begin foreclosure proceedings on the vacant land properties included in the attached list, all of which are five or more years delinquent on real estate taxes." (Agenda item attached.)

In consideration of the Town Council's motion, the Town Solicitor contacted Taft & McSally, LLP. By unanimous vote on April 18, 2022, the Town Council had previously awarded Taft & McSally, LLP, the bid to conduct Tax Sale Title Searches for the Town of Narragansett. (Agenda item attached)

Based on Taft & McSally's prior work with Town of Narragansett, in both tax sale matters and as bond counsel, and their familiarity with the tax sale process, the continuation of the foreclosure process for vacant properties which are five or more years delinquent appears to be an efficient and effective step. By appointing Taft & McSally, LLP, the Town can proceed with the foreclosure proceedings in an expedient manner.

Taft & McSally, LLP's proposal is attached.

It is up to the Town Council's discretion on how this process proceeds. The Town Council may put this project out to bid or proposal if it so chooses. However, please note that pursuant to RIGL § 45-55-14, the procurement of attorney service is exempt from the bid process related to municipal contracts.

ATTACHMENTS:

1. September 6, 2022 Town Council Agenda Item #29 – Subject – Foreclosure on vacant land properties with excessively delinquent taxes
2. April 18, 2022 Town Council Agenda Item #4 – Subject – Award of bid – Tax Sale Title Search
3. Taft & McSally, LLP – October 11, 2022 – Re: Foreclosure of Right of Redemption on properties acquired by the Town of Narragansett at tax sales

**TOWN OF NARRAGANSETT
COUNCIL COMMUNICATION**

CC: 29
Amend No.

Date Prepared: August 30, 2022
Council Meeting Date: September 6, 2022

TO: Honorable Town Council

FROM: Town Council President, Jesse Pugh

PREPARED BY: Town Council President, Jesse Pugh & Town Councilor,
Deborah Kopech

SUBJECT: Foreclosure on vacant land properties with excessively
delinquent taxes

RECOMMENDATION:

A MOTION TO DIRECT the Town Manager to work with the Town Solicitor to begin foreclosure proceedings on the vacant land properties included in the attached list, all of which are five or more years delinquent on real estate taxes.

SUMMARY:

There are many privately-owned properties in the Town of Narragansett with unpaid real estate taxes going back multiple years. In the case of undeveloped property, some owners have not paid taxes on the property for the last five years or more. We are recommending that the Town Council direct the Town Manager to work with the Town Solicitor to begin the foreclosure process on all of the properties on the attached list. All of these properties are undeveloped land and have delinquent real estate taxes of five year or more.

The town continues to struggle reaching our affordable housing goals and should consider using any foreclosed property toward this need. Additionally, the town could donate any unusable vacant land to the Narragansett Land Conservancy Trust if they see fit to do so.

ATTACHMENTS:

1. List of properties

JOHN V. McGREEN*
ROBERT D. MURRAY
DAVID H. FERRARA*

TAFT & McSALLY, LLP
ATTORNEYS AT LAW
21 GARDEN CITY DRIVE
CRANSTON, RI 02920-5703
Tel. No. (401) 946-3800
E-mail: jmcgreen@taftmcsally.com

*also admitted in Massachusetts

October 11, 2022

James M. Callaghan
Callaghan & Callaghan
3 Brown Street
Wickford Village
North Kingstown, RI 02852

Re: Foreclosure of Right of Redemption on properties acquired by the Town of Narragansett at tax sales.

Dear Attorney Callaghan:

The legal and filing fees in connection with foreclosing the right of redemption on properties acquired by the Town of Narragansett at tax sale are as follows for each foreclosure filed with the court:

Superior Court Filing Fee	160.00
Citation Fee	25.00
Constable Fee per Defendant	45.00
Appointment of Guardian Ad Litem	350.00
Appointment of Attorney Under Soldiers & Sailors Relief Act	250.00
Record Notice of Filing Suit	49.00
Title Search	350.00
Title Report	375.00
Attorney's Fees	2,500.00

Please note that the title search fee and attorney fee quoted assume no extraordinary circumstances that would require additional work beyond the ordinary time normally associated with each service. In the event that it is determined that the time and costs involved would exceed the quoted services, we would obtain written authorization from you prior to the Town of Narragansett incurring any additional costs.

Sincerely,

John V. McGreen

John V. McGreen

**TOWN OF NARRAGANSETT
COUNCIL COMMUNICATION**

CC: 4
Amend No. _____

Date Prepared: April 4, 2022
Council Meeting Date: April 18, 2022

TO: James Tierney, Town Manager

**FROM &
PREPARED BY:** Susan W. Gallagher, Purchasing Manager

SUBJECT: Award of bid – Tax Sale Title Search

RECOMMENDATION:

That the Town Council awards the bid for Tax Sale Title Search to the lowest bidder, Taft & McSally, LLP, at their quoted bid prices (\$85.00 per title exam; \$50.00 per collector's deed; and \$8.25 per postage/notice) for the 2022 tax sale.

SUMMARY:

This bid is for services to perform the necessary procedures as required by State Law for the 2022 tax sale to be held in October. The costs include the title exam, collectors' deeds, auctioneers' fees to hold the tax sale, and postage (certified) for mailing the required notices.

The request for bids was advertised in the Narragansett Times, solicited and posted on the Town of Narragansett and State Purchasing Division websites. Five (5) vendors were solicited and three (3) responded. The attached spreadsheet lists the results from the solicitation. The second spreadsheet shows a total cost estimate for the tax sale based on 2021 tax sale numbers.

These fees are associated with the tax sale and will be borne by the property owners.

ATTACHMENTS:

1. March 31, 2022 solicitation spreadsheet for bid opening
2. Total cost estimate based on 2021 tax sale figures
3. Memo from Christine Beck, Tax Collector, dated March 31, 2022.

Item Cover Page

NARRAGANSETT TOWN COUNCIL AGENDA ITEM REPORT

DATE: March 16, 2026
FROM: Wayne Pimental, Building Official
DEPARTMENT: Building and Zoning Department
SUBJECT:

A MOTION TO INTRODUCE, READ, PASS AND ACCEPT as a first reading an ordinance in amendment of Chapter 10 of the Code of Ordinances of the Town of Narragansett, Rhode Island entitled "Buildings and Building Regulations".

SUGGESTED ACTION:

The attached proposed ordinance amendment reflects the permit fees mandated by State Law for the Town of Narragansett.

ATTACHMENTS:

[Ordinance Amendment Sec. 10-21. Building. permit fees First Reading.docx](#)

TOWN OF NARRAGANSETT
CHAPTER _____

**AN ORDINANCE IN AMENDMENT OF ARTICLE II ‘PERMIT’ WITHIN CHAPTER 10
‘BUILDINGS AND BUILDING REGULATIONS’ OF THE TOWN OF NARRAGANSETT
CODE OF ORDINANCES**

It is ordained by the Town Council of the Town of Narragansett as follows:

(Only the following sections would be amended and any text not cited, or cited but not underlined or ~~crossed-out~~, remains unchanged).

Section 1: Article II (Permit) of Chapter 10 entitled, ‘Buildings and Building Regulations’ is hereby amended as follows:

Sec. 10-21. Building Permit Fees.

- ~~(a) — New construction and additions. A fee for a building permit for new construction or an addition to an existing structure, including decks, shall be charged at the rate of \$0.40 per square foot, but not less than \$40.00; provided, however, that the town manager may waive, in writing, any permit fees applicable to town-owned projects. Further, the town council may, in its discretion, waive in full the fee required in this section.~~
- ~~(b) — Alterations and other construction with no additional square footage. The fee for a building permit for alterations and other construction with no additional square footage shall be as follows:~~

Valuation	Limit	Fees
~~\$0.00~~	~~\$500.00~~	~~\$25.00~~
~~\$501.00~~	~~\$1,000.00~~	~~\$40.00~~
~~\$1,001.00~~	~~\$50,000.00~~	~~\$40.00 plus \$6.00 per \$1,000.00 over \$1,000.00~~
~~\$50,001.00~~	~~\$100,000.00~~	~~\$260.00 plus \$5.50 per \$1,000.00 over \$50,000.00~~
~~\$100,001.00~~	~~\$500,000.00~~	~~\$480.00 plus \$5.00 per \$1,000.00 over \$100,000.00~~
~~\$500,000.00~~	~~No Limit~~	~~\$1,500.00 plus \$4.50 per \$1,000.00 over \$500,000.00 or part thereof.~~

The fee for a building permit for new construction, additions, alterations and other construction shall be as follows:

Valuation	Limit	Fees
<u>\$1</u>	<u>\$10,000</u>	<u>\$9.00 per \$1000</u>
<u>\$10,001</u>	<u>\$50,000</u>	<u>\$90.00 plus \$7.00 per \$1,000 exceeding \$10k</u>
<u>\$50,001</u>	<u>No limit</u>	<u>\$370.00 plus \$5.00 per \$1,000 exceeding 50k</u>
		<u>NOTE: \$65.00 MINIMUM FEE</u>

No permit shall be issued unless the estimated valuation is reasonably within unit rates for costs of buildings as classified and defined in the state building code. The building official may require a sworn statement from the applicant setting forth the actual cost of the building before any such permit shall be granted.

Sec. 10-23. Demolition.

The fee for a permit for demolition of a structure shall be ~~\$50.00~~ \$200.00.

Sec. 10-24. Plumbing work.

The fees for a permit to perform plumbing work shall be as follows:

- ~~(1) Twenty dollars for minor repair work up to and including \$1,000.00;~~
- ~~(2) Forty five dollars for proposed plumbing construction or alteration, with an additional fee of \$5.00 per fixture proposed in the approved plan for construction or alteration;~~
- ~~(3) Thirty dollars for each reinspection of plumbing work caused by the failure of the licensee to comply with the provisions of the code or permit issued;~~
- ~~(4) Five percent of the estimated value of the completed plumbing work for multidwellings, apartment houses, hotels, motels, commercial and industrial buildings.~~

<u>Valuation</u>	<u>Limit</u>	<u>Fees</u>
<u>\$1</u>	<u>\$10,000</u>	<u>\$9.00 per \$1000</u>
<u>\$10,001</u>	<u>\$50,000</u>	<u>\$90.00 plus \$7.00 per \$1,000 exceeding \$10k</u>
<u>\$50,001</u>	<u>No limit</u>	<u>\$370.00 plus \$5.00 per \$1,000 exceeding 50k</u>
		<u>NOTE: \$65.00 MINIMUM FEE</u>

Sec. 10-25. Electrical work.

The fees for a permit to perform electrical work shall be as follows:

Valuation	Limit	Fees
~~\$1.00~~	~~\$1,000.00~~	~~\$45.00 (minimum) plus \$2.00 per \$100.00 over \$200.00~~
~~\$1,001.00~~	~~\$5,000.00~~	~~Minimum plus \$9.00 per \$1,000.00~~
~~\$5,001.00~~	~~\$25,000.00~~	~~Minimum plus \$8.00 per \$1,000.00~~
~~\$25,001.00~~	~~\$50,000.00~~	~~Minimum plus \$7.00 per \$1,000.00~~
~~\$50,001.00~~	~~\$100,000.00~~	~~Minimum plus \$6.00 per \$1,000.00~~
~~\$100,001.00~~	~~\$500,000.00~~	~~Minimum plus \$5.00 per \$1,000.00~~
~~\$500,001.00~~	~~No limit~~	~~Minimum plus \$4.00 per \$1,000.00~~

Valuation	Limit	Fees
<u>\$1</u>	<u>\$10,000</u>	<u>\$9.00 per \$1000</u>
<u>\$10,001</u>	<u>\$50,000</u>	<u>\$90.00 plus \$7.00 per \$1,000 exceeding \$10k</u>
<u>\$50,001</u>	<u>No limit</u>	<u>\$370.00 plus \$5.00 per \$1,000 exceeding 50k</u>
		<u>NOTE: \$65.00 MINIMUM FEE</u>

Sec. 10-26. Mechanical work.

The fees for a permit to perform mechanical work shall be as follows:

Valuation	Limit	Fees
~~\$1.00~~	~~\$1,000.00~~	~~\$45.00 (minimum) plus \$2.00 per \$100.00 over \$200.00~~
~~\$1,001.00~~	~~\$5,000.00~~	~~Minimum plus \$9.00 per \$1,000.00~~
~~\$5,001.00~~	~~\$25,000.00~~	~~Minimum plus \$8.00 per \$1,000.00~~
~~\$25,001.00~~	~~\$50,000.00~~	~~Minimum plus \$7.00 per \$1,000.00~~
~~\$50,001.00~~	~~\$100,000.00~~	~~Minimum plus \$6.00 per \$1,000.00~~
~~\$100,001.00~~	~~\$500,000.00~~	~~Minimum plus \$5.00 per \$1,000.00~~
~~\$500,001.00~~	~~No limit~~	~~Minimum plus \$4.00 per \$1,000.00~~

Valuation	Limit	Fees
<u>\$1</u>	<u>\$10,000</u>	<u>\$9.00 per \$1000</u>
<u>\$10,001</u>	<u>\$50,000</u>	<u>\$90.00 plus \$7.00 per \$1,000 exceeding \$10k</u>
<u>\$50,001</u>	<u>No limit</u>	<u>\$370.00 plus \$5.00 per \$1,000 exceeding 50k</u>
		<u>NOTE: \$65.00 MINIMUM FEE</u>

Sec. 10-27. Certificate of occupancy.

~~The fee for a certificate of occupancy as defined in section 25.4 of Appendix A, Zoning shall be \$50.00.~~

Fee is included in the permit fee.

Sec. 10-28. Reinspection fee.

There shall be a fee of ~~\$30.00~~ \$50.00 assessed for each reinspection of construction work, electrical work, plumbing work or mechanical work where the need for the reinspection is caused by the failure of the permittee to comply with the provisions of the building code or the permit issued by the building official. The reinspection fee shall be paid prior to any reinspection being conducted by the building official's office.

Sec. 10-29. Plan review fee.

Plan review fee is included in the permit fee.

~~(a) — Plan review fees shall be as follows:~~

~~Plan reviews — New single family \$75.00~~

~~Plan reviews — New two family 125.00~~

~~Plan reviews — New three family 175.00~~

~~Plan reviews — Commercial 45.00 fee + \$6.00 per 1,000 above \$2,000.00 of projected building costs~~

~~Renovations, additions, alterations 50.00~~

~~Renovations, additions, alterations — Commercial 45.00 fee + 6.00 per 1,000 above \$2,000.00 of projected building costs~~

~~Re-inspection fee (if failed twice) 50.00~~

~~Tent permits (greater than 120 sq. ft.) 30.00~~

~~Fireworks 50.00~~

~~Underground tank removal—Residential50.00~~

~~Underground tank removal—Commercial, flammable liquids150.00~~

~~Underground tank removal—Commercial, combustible liquids100.00~~

~~(b) Amendments. All amendments to any application shall constitute a separate plan review and shall require the payment of the plan review fee.~~

Sec. 10-30. Unauthorized building ~~condition~~ construction.

The fee for obtaining a building, electrical, mechanical or plumbing permit, when work has been ordered ceased by the building official for failure to obtain the required permit prior to commencement of the activity, shall be ~~\$100.00~~ \$500.00 for first violation and \$1,000.00 for any subsequent violation in addition to the usual prescribed fee. All fees shall be paid in full prior to commencing construction.

Section 2: This ordinance shall take effect upon passage, and all other ordinances or parts of ordinances inconsistent herewith are hereby repealed.

First reading, read and passed in the Town Council meeting legally assembled the ____ day of _____, 2026.

Second reading, read, passed and adopted in the Town Council meeting legally assembled the ____ day of _____, 2026.

ATTEST:

Sarah Masson, CMC
Town Clerk

Item Cover Page

NARRAGANSETT TOWN COUNCIL AGENDA ITEM REPORT

DATE: March 16, 2026

FROM: James M. Callaghan, Solicitor

DEPARTMENT: Town Solicitor

SUBJECT:

A MOTION TO ADOPT a resolution authorizing the issuance of general obligation bonds in the amount of \$500,000.00 for the purposes of funding affordable housing in the Town of Narragansett, including but not limited for appropriations to the Town's Affordable Housing Trust established by town ordinance, as said ordinance may be amended from time to time, programs to implement the Town's Affordable Housing Plan as may exist from time to time and adopted pursuant to Chapter 53 of Title 45 of the General Laws, as the same may be amended from time, and specifically for the purchase of the real estate at 576 Point Judith Road as heretofore authorized by the Council in executive session and publicly reported on February 2, 2026 or such other projects as the Council may authorize, and all costs incidental or related thereto and for repayment of advances under Section 4 of said Chapters and this Resolution.

SUGGESTED ACTION:

RECOMMENDATION: To adopt a resolution authorizing bonds in the amount of \$500,000.00 for the purpose of affordable housing in Narragansett consistent with the bond passed by the voters in November 2024.

SUMMARY: In November of 2024 the voters of the Town of Narragansett approved a bond in the amount of \$3,000,000.00 for the purpose of creation of affordable housing. The Town Council has entered into a purchase and sales agreement for property located at 576 Point Judith Road. This partial release or expenditure of bonds in the amount of \$500,000.00 will fund the deposit (\$15,000.00) and the purchase price (\$475,000.00) as well as an additional closing costs after the expiration of the due diligence period. In the unexpected event that this transaction does not close, the language in the resolution allows for use of these funds for other affordable housing efforts. This expenditure is consistent with the goals and aims of the Town Council of the Town of Narragansett and the bond passed in November of 2024 to fund affordable housing in the Town of Narragansett.

ATTACHMENTS:

[Town of Narra - Aff Housing Bond - Resolution - March 2026.docx](#)

RESOLUTION NO. 26-

RESOLUTION AUTHORIZING THE ISSUANCE OF \$500,000 BONDS OF
THE TOWN OF NARRAGANSETT TO
FUND AFFORDABLE HOUSING IN THE TOWN OF NARRAGANSETT
AND SPECIFICALLY FOR LAND ACQUISITION AND ALL COSTS
RELATED THERETO

RESOLVED THAT:

Section 1. Pursuant to Section 1 of Chapters 35 and 36 of the Local Acts of 2024, the Town Council hereby authorizes the Town Treasurer and the Town Council President, acting on behalf of the Town, to issue up to \$500,000 General Obligation Bonds of the Town of Narragansett (the "Bonds") at any time and from time to time for the purposes of funding (a) affordable housing in the Town of Narragansett, including but not limited for appropriations to the Town's Affordable Housing Trust established by town ordinance, as said ordinance may be amended from time to time, programs to implement the Town's Affordable Housing Plan as may exist from time to time and adopted pursuant to Chapter 53 of Title 45 of the General Laws, as the same may be amended from time, and specifically for the purchase of the real estate at 576 Point Judith Road as heretofore authorized by the Council in executive session and publicly reported on February 2, 2026 or such other projects as the Council may authorize, and all costs incidental or related thereto and for repayment of advances under Section 4 of said Chapters and this Resolution.

Section 2. The expenditure of such funds shall be carried out and all contracts made therefor on behalf of the Town by the Town Council as has been or may hereafter be authorized.

Section 3. The said officers from time to time may apply for, contract for and expend any federal or state advances or other grants or assistance which may be available for the purposes specified in Section 1 hereof.

Section 4. Pending the issuance of Bonds under Section 1 hereof, the Town Treasurer may expend funds from the general treasury of the Town for the purposes specified in Section 1 under contracts awarded by the Town Council. Any advances made under this Section shall be repaid without interest from

the proceeds of bonds issued hereunder or from the proceeds of applicable federal or state assistance or from other available funds.

Section 5. The Bonds shall be awarded by competitive bid, negotiated bid or private sale at such rates and with such premiums, if any, as the Treasurer and the President of the Town Council may determine in their sole discretion. Said officers shall also determine, to the extent necessary, in their sole discretion, the amounts, denominations, maturities, interest payment dates and manner of sale and may determine in their sole discretion all other details concerning other terms, conditions and details of the Bonds. Each of said officers acting singly are authorized to execute and deliver any bond purchase agreement and other agreements relating to the Bonds and the sale and/or issuance thereof.

Section 6. Said officers may arrange for The Depository Trust Company ("DTC"), New York, New York, to act as securities depository for the Bonds unless such Bonds are privately placed. If DTC is so acting, the owner of one fully registered bond for each maturity as set forth herein, each in the aggregate principal amount of such maturity, will be registered in the name of Cede & Co., as nominee for DTC and Bond certificates will not be available for distribution to the Public. The principal of and interest on the bonds will be made a paying agent appointed by such officers (the "Paying Agent") for the Town to the Registered Owner of the bonds, as nominee of DTC, unless such Bonds are privately placed in which case the Paying Agent shall be the Town. Transfer of principal and interest payments to participants of DTC is the responsibility of DTC; transfer of principal and interest payments to beneficial owners by participants of DTC will be the responsibility of such participants and other nominees of beneficial owners. The Town is not responsible or liable for maintaining, supervising or reviewing the records maintained by DTC, its participants or persons acting through such participants. In the event that (a) DTC determines not to continue to act as securities depository for the bonds or (b) the Town Treasurer determines that continuation of the book entry system of evidence and transfer of ownership would adversely affect the interests of the beneficial owners of the bonds, the Town will discontinue the book entry system with DTC. If the Town does not identify another qualified securities depository to replace DTC, the Paying Agent will authenticate and deliver replacement bonds in the form of fully registered certificates to the beneficial owners.

Section 7. The Town Treasurer and the Town Council President are hereby authorized to issue the Bonds and deliver them to the purchasers thereof. The said officers are hereby authorized and instructed to take such action as to comply with Rule 15c2-12(b)(5) of the Securities and Exchange Commission and are authorized to execute and deliver a Continuing Disclosure Certificate.

Section 8. This Resolution shall take effect upon its passage.

Examined by:

Town Solicitor

PASSED:

Town Council President

Town Clerk

Item Cover Page

NARRAGANSETT TOWN COUNCIL AGENDA ITEM REPORT

DATE: March 16, 2026

FROM: Sarah Masson, CMC, Town Clerk

DEPARTMENT: Town Clerk

SUBJECT:

A MOTION TO APPOINT an individual to the Library Board of Trustees for a term expiring on October 1, 2027.

SUGGESTED ACTION:

The Library Board of Trustees manages the Maury Loontjens Memorial Library and operates as the legal guardians and custodians of the facility. The Board provides suitable rooms for the library, arranges for the proper care of the rooms, chooses competent persons for employment, and makes all rules and regulations associated with the government of the library and the use of the books and facility. The Library Board of Trustees is composed of seven members serving 3-year terms.

Meetings are held on the third Monday of the month at 10 AM.

This appointment is to fill the remainder of a term which expires on October 1, 2027, due to a resignation.

Applications on file from:

- Maureen S. Barney
- Melissa Kollitides (Galilee Advisory Committee)

According to the Council rules, no person shall be appointed to serve concurrently on more than one commission, committee or board created by the Town Council, with the exception of ad hoc commissions, committees or boards, or dual appointments required by charter, ordinance or resolution.

Dual office may be permitted if all applications on file are given appropriate consideration before a person is appointed to a second board or committee and the appointment will not violate the town charter.

ATTACHMENTS:

[Library Board of Trustees Details](#)



Narragansett, RI

Library Board of Trustees

Board Details

The Library Board of Trustees manages the Maury Loontjens Memorial Library and operates as the legal guardians and custodians of the facility. The Board provides suitable rooms for the library, arranges for the proper care of the rooms, chooses competent persons for employment, and makes all rules and regulations associated with the government of the library and the use of the books and facility.

The Library Board of Trustees has seven (7) members, each serving three-year terms.

Meetings for the Library Board of Trustees are held on the third Monday of the month at 10:00 AM.

Overview

- ☐ **Size** 7 Seats
- ☐ **Term Length** 3 Year
- ☐ **Term Limit** Varies

Contact

- ☐ **Name** n/a
- ☐ **Email** n/a
- ☐ **Phone** n/a

Additional

Meeting Time

Third Monday of the month at 10:30 AM

Enacting Resolution

Ordinance Sec. 42-21.

Library Board of Trustees

Board Roster

Suzan Amoruso

2nd Term Oct 02, 2023 - Oct 01, 2026

Appointing Authority Town Council

Position Member 4

Office/Role Member

Voting Member Yes

Appointed Date Oct 02, 2023

Shannon M. Oberheu

1st Term Oct 02, 2023 - Oct 01, 2026

Appointing Authority Town Council

Position Member 2

Office/Role Secretary

Voting Member Yes

Appointed Date Oct 02, 2023

Patricia A. Cole

1st Term Oct 02, 2023 - Oct 01, 2026

Appointing Authority Town Council

Position Member 3

Office/Role Vice Chair

Voting Member Yes

Appointed Date Oct 02, 2023

Deborah Kopech

1st Term Nov 06, 2024 - Oct 01, 2027

Appointing Authority Town Council

Position Member 7

Office/Role Chair

Voting Member Yes

Appointed Date Oct 07, 2024

□ **Laurie Sutherland**

1st Term Oct 07, 2024 - Oct 01, 2027

Appointing Authority Town Council

Position Member 5

Office/Role Member

Voting Member Yes

Appointed Date Oct 07, 2024

□ **Terri Stafford**

2nd Term Oct 02, 2024 - Oct 01, 2027

Appointing Authority Town Council

Position Member 6

Office/Role Member

Voting Member Yes

Appointed Date Oct 07, 2024

□ **Vacancy**

Appointing Authority Town Council

Position Member 1

Office/Role Member

Voting Member Yes

Item Cover Page

NARRAGANSETT TOWN COUNCIL AGENDA ITEM REPORT

DATE: March 16, 2026
FROM: Sarah Masson, CMC, Town Clerk
DEPARTMENT: Town Clerk

SUBJECT:

A MOTION TO APPROVE a Victualler License for Chez Buen Provecho LLC dba Craft & Willow, Plat N-H- Lot 171-A, 889 Boston Neck Road, Narragansett, R.I., subject to state and local regulations.

SUGGESTED ACTION:

Nicole Craft, owner of Chez Buen Provecho LLC dba Craft & Willow, is requesting a Victualler License for her catering company located at 889 Boston Neck Road, Narragansett, R.I. The previous business located at this location was another catering business, West Bay Catering Company.

A Victualler license is required in order to serve food pursuant to RIGL 5-24-1 and Chapter 14, Article III, Section 14-46 "License Required" of the Town's Code of Ordinances.

ATTACHMENTS:

[Craft & Willow Application](#)
[Craft & Willow Menu](#)



**Record No: GBL-
26-5**

General Business
Licenses

Status: Active

Submitted On: 2/19/2026

Primary Location

O BOSTON NECK ROAD
NARRAGANSETT, RI 00000

Owner

Mine Calcagni
Boston Neck Rd 889
Narragansett, RI 02882

Applicant

 Nicole Craft

 hello@craftandwillow.com

 64 Spice Bush Trail
Narragansett, RI 02882

License Application

Annual License*

New

Type of License

Victualler

☒

Additional Hours

☐

Dance/Entertainment

☐

Pool Table

☐

Peddler

☐

Trailer Park/Campground

☐

Theater

☐

Laundry/Dry Cleaners

☐

Game Room

☐

Hotel/Motel

☐

Rooming House

☐

Mechanical/Electronic Amusement

☐

Sunday Parking

☐

Marina

☐

Solider and Sailor

☐

Itinerant Vendor

☐

Second Hand Metal Establishment

☐

Private Detective

☐

Bath House

☐

Hawker

☐

Bed & Breakfast

☐

Owner Details

Owner/Corp Name*

Chez Buen Provecho Limited Liability
Company

Owner/Corp/LLC Address*

64 Spice Bush Trail

Owner Phone Number *

Has the APPLICANT or any of the principals,
partners, officers, or stockholders ever been
convicted of a crime or misdemeanor? *

No

Residence of applicant for last five years*

64 Spice Bush Trail Narragansett, RI
02882

Business Details

D/B/A*

Craft & Willow

Business Address*

889 Boston Neck Rd

Unit #

1

Type of Business*

Catering

Business Phone Number*

[REDACTED]

After Hours Emergency Phone Number:*

[REDACTED]

Mail to Address*

889 Boston Neck Rd. Narragansett, RI 02882

Galilee Special District*

No

Incorporation Type

Corporation (for profit)

State Incorporated

RI

Date of Incorporation

01/01/2023

Hours of Operation

Hours seasonally based

Winter, Monday–Friday: 8 AM–4 PM

Summer, Undecided

Dates of operation (if seasonal)

Are the premises owned or leased? *

Leased

List names, addresses for all officers, directors and partners along with titles and term expiration (if applicable)

Nicole Craft

Seating Capacity

Occupancy in accordance with Fire Code

—

—

Fire

In order to obtain Narragansett Fire Department Approval your business requires an inspection. We have recently moved to OpenGov for requests, inspections, and follow up. Please create an account (unless you already have one - then just login) and apply for a fire department LIFE SAFETY INSPECTION. Once this application is submitted we can schedule and complete your inspection. Some of the specific fire related questions in the application will be filled out by your inspector but please be sure to fill out all of the applicant and owner contact information. The application can be found at the following link: <https://narragansettri.portal.opengov.com/categories/1080> *Inspections can only be completed once this form is filled out and submitted

Applicant Affidavit

I hereby certify that the above statements are true to the best of my knowledge and belief. By checking this box, I agree that I have the authority to act on behalf of the business. I agree to abide by all local, state and federal ordinances, regulations, and laws that govern this application. Please acknowledge this statement by checking the box.*



Applicant Name*

Nicole Craft

Title of Applicant

Owner

Date Signed*

02/19/2026

Craft & Willow Menu

LARGE FORMAT

OUR FAMOUS MEDITERRANEAN PLATTER, overflowing table of foraged vegetables, fruit, cheese, cured meats, pickles, caramelized onion labneh, smokey eggplant and tahini with caper-mint salsa, seasonal hummus, flatbread, crackers, flowers, herbs, nuts, and other wild grown delicacies. everything is edible, complimentary in flavors, and a true show piece.

FARMER'S MARKET, seasonal highlights from the garden such as: assorted vegetable tarts, panzanella salad, giant vegetable platters, rustic breads, herb and sea salt butter

VEGAN CHEESE WEDGE, curated domestic and imported cheeses. crisp heirloom grapes, marinated olives, nuts, homemade pickles, onions, assorted condiments. house made assorted crackers & toastettes

CALIFORNIA MEXICAN, hand pressed corn and flour tortillas. filled by guests with chicken tinga and smoked marinated vegetables, finished with a colorful display of freshly made toppings: pico de gallo, salsa verde, our signature squid ink hot sauce, smoked tomato salsa, crema, sliced jalapeño, fresh herbs, shredded charred marinated cabbage, heirloom beans, roasted corn salad, crumbled cotija cheese, sharp cheddar, and guacamole

MAINS

WHOLE ROASTED CAULIFLOWER

herb gremolata, roasted pistachio salsa

MUSHROOM BOLOGNESE

Lasagna noodles

FLANK STEAK

broccoli salsa

STRIP STEAK

braised greens, zucchini varieties

WHITEFISH

grilled cucumbers, green garlic beurre blanc

SCALLOPS,

maitake mushroom, brown butter

FRIED CHICKEN

habanero honey spice

SIDES

LITTLE GEMS SALAD, green goddess, fresh herbs

ZUCCHINI RIBBONS, pea salad, fresh herb vinaigrette

GREEN BEANS, mixed green bean salad, mint vinaigrette

CORN SALAD, roasted & blanched, tahini butter, sesame seeds, lime

ROASTED VEGETABLES, almond romesco

Item Cover Page

NARRAGANSETT TOWN COUNCIL AGENDA ITEM REPORT

DATE: March 16, 2026

FROM: Sarah Masson, CMC, Town Clerk

DEPARTMENT: Town Clerk

SUBJECT:

A MOTION TO APPROVE a Hotel/Motel License for Lindsay Holmes, owner and applicant for The Surf Shack Bed & Breakfast LLC dba The Surf Shack, 83 Narragansett Avenue, Narragansett, R.I., subject to state and local regulations.

SUGGESTED ACTION:

Lindsay Holmes, owner and applicant for The Surf Shack Bed & Breakfast LLC dba The Surf Shack located at 83 Narragansett Avenue, Narragansett, R.I. is seeking a Hotel/Motel License for the 2026-2027 license year. The Surf Shack has previously applied and was approved for a hotel license in 2022 and has held a Class-B (Tavern) Liquor license since 2023. Due to a procedural lapse, The Surf Shack did not reapply for a hotel/motel license and therefore is applying for a new license as the previous license is expired and unable to be renewed.

A hotel license is required in accordance with Chapter 14, Article IX Hotels & Motels, Section 14-262 of the town's ordinances.

ATTACHMENTS:

[The Surf Shack Application](#)



**Record No: GBL-
26-10**

General Business
Licenses

Status: Active

Submitted On: 3/3/2026

Primary Location

83 NARRAGANSETT
AVENUE
NARRAGANSETT, RI 02882

Owner

SURF SHACK BED &
BREAKFAST LLC
24 FERNLEAF TRAIL
NARRAGANSETT, RI 02882

Applicant

 Lindsay Holmes

 diningattheshack@gmail.com

 24 Fernleaf Trail
Narragansett, RI 02882

License Application

Annual License*

New

Type of License

Victualler

☐

Additional Hours

☐

Dance/Entertainment

☐

Pool Table

☐

Peddler

☐

Trailer Park/Campground

☐

Theater

☐

Laundry/Dry Cleaners

☐

Game Room

☐

Hotel/Motel

☒

Rooming House

☐

Mechanical/Electronic Amusement

☐

Sunday Parking

☐

Marina

☐

Solider and Sailor

☐

Itinerant Vendor

☐

Second Hand Metal Establishment

☐

Private Detective

☐

Bath House

☐

Hawker

☐

Bed & Breakfast

☐

Owner Details

Owner/Corp Name*

THE SURF SHACK BED & BREAKFAST
LLC

Owner/Corp/LLC Address*

83 NARRAGANSETT AVE
NARRAGANSETT RI 02882

Owner Phone Number *

[REDACTED]

Has the APPLICANT or any of the principals,
partners, officers, or stockholders ever been
convicted of a crime or misdemeanor? *

No

Residence of applicant for last five years*

24 FERNLEAF TRAIL NARRAGANSETT
RI 02882

Business Details

D/B/A*

THE SURF SHACK

Business Address*

83 NARRAGANSETT AVE

Unit #

Type of Business*

HOTEL/BAR/RESTAURANT

Business Phone Number*

401-642-5900

After Hours Emergency Phone Number:*

[REDACTED]

Mail to Address*

83 NARRAGANSETT AVE NARRAGANSETT RI 02882

Galilee Special District*

No

Incorporation Type

Individual

State Incorporated

RI

Date of Incorporation

05/01/2021

Hours of Operation

WED-SATURDAY 3PM-11PM

Dates of operation (if seasonal)

Are the premises owned or leased? *

Owned

List names, addresses for all officers, directors and partners along with titles and term expiration (if applicable)

SYDNEY BROUILLARD-JOHNSON DIRECTOR OF OPERATIONS

Seating Capacity

Occupancy in accordance with Fire Code

56

96

Hotel / Motel

Number of Hotel/Motel Rooms

7

Fire

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Applicant Affidavit

I hereby certify that the above statements are true to the best of my knowledge and belief. By checking this box, I agree that I have the authority to act on behalf of the business. I agree to abide by all local, state and federal ordinances, regulations, and laws that govern this application. Please acknowledge this statement by checking the box.*



Applicant Name*

LINDSAY HOLMES

Title of Applicant

OWNER

Date Signed*

03/03/2026

Item Cover Page

NARRAGANSETT TOWN COUNCIL AGENDA ITEM REPORT

DATE: March 16, 2026

FROM: Sarah Masson, CMC, Town Clerk

DEPARTMENT: Town Clerk

SUBJECT:

A MOTION TO APPROVE a Hotel/Motel License for James Durkin, owner and applicant for The Break LLC dba The Break Hotel and Chair 5 Restaurant, 1208 Ocean Road, Narragansett, R.I., subject to state and local regulations.

SUGGESTED ACTION:

James Durkin, owner and applicant for The Break LLC dba The Break Hotel and Chair 5 Restaurant located at 1208 Ocean Road, Narragansett, R.I. is seeking a Hotel/Motel License for the 2026-2027 license year. The Break has held a Class B (Tavern) Liquor license since 2013. Due to a procedural lapse, The Break did not reapply for a hotel/motel license and therefore is applying for a new license as the previous license is expired and unable to be renewed.

A hotel license is required in accordance with Chapter 14, Article IX Hotels & Motels, Section 14-262 of the town's ordinances.

ATTACHMENTS:

[The Break Hotel Application](#)



**Record No: GBL-
26-12**

General Business
Licenses

Status: Active

Submitted On: 3/9/2026

Primary Location

1208 OCEAN ROAD
NARRAGANSETT, RI 02882

Owner

THE BREAK, LLC
OCEAN ROAD 1208
NARRAGANSETT, RI 02882

Applicant

 Rebecca Durkin

 jim@durkincottages.com

 815 point judith rd
narragansett, ri 02882

License Application

Annual License*

New

Type of License

Victualler

☐

Additional Hours

☐

Dance/Entertainment

☐

Pool Table

☐

Peddler

☐

Trailer Park/Campground

☐

Theater

☐

Laundry/Dry Cleaners

☐

Game Room

☐

Hotel/Motel

☒

Rooming House

☐

Mechanical/Electronic Amusement

☐

Sunday Parking

☐

Marina

☐

Solider and Sailor

☐

Itinerant Vendor

☐

Second Hand Metal Establishment

☐

Private Detective

☐

Bath House

☐

Hawker

☐

Bed & Breakfast

☐

Owner Details

Owner/Corp Name*

The Break LLC

Owner/Corp/LLC Address*

815 Point Judith Road

Owner Phone Number *

**Has the APPLICANT or any of the principals,
partners, officers, or stockholders ever been
convicted of a crime or misdemeanor? ***

No

Residence of applicant for last five years*

Narragansett

Business Details

D/B/A*

The Break Hotel & Chair 5 Restaurant

Business Address*

1208 Ocean Road

Unit #

Type of Business*

Hotel

Business Phone Number*

401-363-9800

After Hours Emergency Phone Number:*



Mail to Address*

1208 Ocean Road Narragansett RI

Galilee Special District*

No

Incorporation Type

Individual

State Incorporated

Date of Incorporation

06/01/2014

Hours of Operation

24/7

Dates of operation (if seasonal)

Are the premises owned or leased? *

Owned

List names, addresses for all officers, directors and partners along with titles and term expiration (if applicable)

Seating Capacity

Occupancy in accordance with Fire Code

—

—

Hotel / Motel

Number of Hotel/Motel Rooms

16

Fire

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Applicant Affidavit

I hereby certify that the above statements are true to the best of my knowledge and belief. By checking this box, I agree that I have the authority to act on behalf of the business. I agree to abide by all local, state and federal ordinances, regulations, and laws that govern this application. Please acknowledge this statement by checking the box.*



Applicant Name*

James Durkin

Title of Applicant

Owner

Date Signed*

03/09/2026