

(The following is not a verbatim transcript of comments or discussion that occurred during the meeting, but rather a summarization intended for general informational purposes. All motions and votes are the official records).

REGULAR MEETING – CITY COUNCIL

-MARCH 26, 2012-

Regular meeting of the City Council was held on Monday, March 26, 2012 in the Council Chambers, City Hall, Cranston, Rhode Island.

The meeting was called to order at 7:05 P.M. by the Council President.

Roll call showed the following members present: Councilwoman Luciano, Councilmen Donahue, Stycos, Navarro, Archetto, Councilwoman Bucci, Councilmen Santamaria, Favicchio and Council President Lupino -9.

Also Present: Gerald Cordy, Director of Administration; Mark Capuano, Deputy Director of Administration; Robert Strom, Director of Finance; Evan Kirshenbaum, Assistant City Solicitor; Patrick Quinlan, City Council Legal Counsel; Steve Woerner, City Council Internal Auditor; Carlos Lopez, Director of Constituent and Government Affairs

On motion by Councilman Archetto, seconded by Councilman Santamaria, it was voted to dispense with the reading of the minutes of the last meeting and they stand approved as recorded. Motion passed on a vote of 9-0. The following being recorded as voting “aye”: Councilwoman Luciano, Councilmen Donahue, Stycos, Navarro, Archetto, Councilwoman Bucci, Councilmen Santamaria, Favicchio and Council President Lupino -9.

I. PUBLIC ACKNOWLEDGEMENTS AND COMMENDATIONS

None.

II. PUBLIC HEARINGS

Diana Gordon, business owner of Auburn area and Chair of area Crime Watch, appeared to speak regarding the increase in crime and halfway houses in the area. She cited RIGL 14.1-24.511 and stated that the public should be notified of the location of the halfway houses. She asked that the Council ask the General Assembly to enact laws to protect the residents’ homes and families.

Abel Collins appeared to speak in favor of “Resolution requesting the General Assembly provide adequate funding for Rhode Island Public Transit Authority”.

-MARCH 26, 2012-

Mark Therrien, Assistant General Manager for RIPTA, appeared to speak in favor of “Resolution requesting the General Assembly provide adequate funding for Rhode Island Public Transit Authority”.

Representative Arthur Handy appeared to speak in favor of “Resolution requesting the General Assembly provide adequate funding for Rhode Island Public Transit Authority” and stated that his District is largely served by RIPTA and he urged passage of this Resolution.

III. RESOLUTIONS

None.

IV. REPORT OF COMMITTEES

PUBLIC WORKS COMMITTEE

(Council Vice-President Emilio L. Navarro, Chair)

RESOLUTION SUPPORTING THE CREATION AND EXPANSION OF OUTDOOR SPACE, RECREATION AND CITY PARKS

On motion by Councilman Stycos, seconded by Councilman Navarro, it was voted to adopt the above Resolution.

On motion by Councilman Donahue, seconded by Councilman Stycos, it was voted to amend the above Resolution as follows: line #28, after “shall report”, delete “monthly” and add “at least quarterly”.

Under Discussion:

Council Vice-President Navarro stated that this is just a Resolution and, per the Charter, the Mayor has to respond to this Resolution within one month on whether the Administration supports this Resolution or not, before it can take effect.

Councilman Favicchio stated that this will take a tremendous analysis and a month to report back would not be enough time. Due to this, he supports Councilman Donahue’s amendment.

Roll call was taken on motion to amend the above Resolution and motion passed on a vote of 8-1. The following being recorded as voting “aye”: Councilwoman Luciano, Councilmen Donahue, Stycos, Archetto, Councilwoman Bucci, Councilmen Santamaria, Favicchio and Council President Lupino -8. The following being recorded as voting “nay”: Council Vice-President Navarro -1.

Councilman Archetto asked if there has been any cost impact studies done on this Resolution. Councilman Stycos stated, no. Councilman Archetto stated that perhaps there should be an analysis from the Mayor’s Office first before adopting this Resolution.

Councilman Stycos stated that this is just a Resolution to start the process for when funds are available through a grant system.

Roll call was taken on motion to adopt the above Resolution as amended and motion passed on a vote of 9-0. The following being recorded as voting “aye”: Councilwoman Luciano, Councilmen Donahue, Stycos, Archetto, Councilwoman Bucci, Councilmen Santamaria, Favicchio, Council Vice-President Navarro and Council President Lupino -9.

Council Vice-President Navarro noted Section 2.04.020 of the City Code regarding adopted Resolutions and the Mayor to respond back to the City Council.

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THE CITY OF CRANSTON

**RESOLUTION OF THE CITY COUNCIL
SUPPORTING THE CREATION AND EXPANSION OF OUTDOOR
SPACE, RECREATION AND CITY PARKS**

No. 2012-13

**As amended in Committee 3/15/2012*
***As amended by City Council 3/26/2012*

Passed:
March 26, 2012



Anthony J. Lupino, Council President

Resolved that

Whereas, the Cranston City Council supports the expansion of city parks,

Whereas, planning for new recreation areas will position Cranston to win competitive grants when they become available,

Be it resolved, that the City Council supports pursuit of the following projects as priorities to make more outdoor space and recreation available to Cranston citizens.

Be it further resolved, that the mayor's office shall report ~~monthly to the Public Works Committee~~ ^{**at least quarterly to the Public Works Committee} on the progress of the following projects.

Ward One: Acquire Bellefont Pond property to create a park. The 14.8 acre property, which includes the entire shoreline of Bellefont Pond, is owned by BASF. Fishing, walking and picnicking would be possible around the pond. The park could also enable a walking path to connect Roger Williams Park to the Pawtuxet River and city owned land at the end of Park View Boulevard. The city once received a state open space grant to purchase the property, but used the money for the Cullion property. The city must be sure all contamination issues are resolved before it acquires the land. First steps: Formally notify BASF of the city's interest in the property and wait for the company to complete contamination survey by end of 2012.

46 Ward One: Acquire trail easements and land to improve and protect the Pawtuxet
 47 River Trail. The three mile trail currently runs from Rhodes on the Pawtuxet to Warwick
 48 Avenue and then back to Pawtuxet Village on the Warwick side of the river. DEM has
 49 abandoned the Pawtuxet River Supply Depot on Warwick Avenue which is a key part of
 50 the trail. The city should acquire all or part of this property to insure trail access. The city
 51 should also explore acquiring an easement from Yardworks to extend the trail from
 52 Warwick Avenue to Mayflower Drive. At Mayflower Drive, a short walk along quiet
 53 residential streets would bring walkers to the Bellefont Pond property. The easement
 54 would require that the chain link fence surrounding the Yardworks property be set back
 55 10-15 feet. First steps: Contact DEM regarding the abandoned depot and contact
 56 Yardworks concerning acquisition of an easement and fence relocation. RIDEM has
 57 small trail grants up to \$3000 available which could help on this project.

58
 59 Ward Two & Six: Build Pontiac Spur bike path. This abandoned rail bed could
 60 potentially connect Wellington Avenue to Knight Street at the Warwick/Cranston line,
 61 creating a three mile path. First steps: Start the procedure to get the project placed on the
 62 RI Department of Transportation's Transportation Improvement Program lists and
 63 investigate whether the path could be extended by way of the South Elmwood line to
 64 Bellefont Pond.

65
 66 Ward Three: Calise Field: This recreational facility in a densely populated section
 67 of Cranston could be improved to serve more people. The city should devise a park
 68 redevelopment plan to better utilize the non-ball field section on the park's southern end.
 69 Possible improvements include a trail along Print Works Pond, canoe and fishing access,
 70 community garden, improved pond views, reconfigured parking areas, possible shared
 71 parking with abutter RIARC. First steps: Talk with Cranston Print Works about the
 72 transfer of the pond shoreline adjacent to Calise Field to the city, discuss cooperation
 73 with RIARC and develop a draft plan.

74
 75 Ward Four: Acquire land or easements to develop a trail network on the Cranston
 76 Historic Farm Route. By connecting city owned conservation land and Audubon Society
 77 land with Curran State Park near the right angle turn of Laten Knight Road, a several
 78 mile trail system can be built. This would allow establishment of a trail from Burlingame
 79 Road to Laten Knight Road to Seven Mile Road. The plan should include better signs and
 80 parking. Contact landowners to explore making the connection and contact the Pagliarini
 81 family about possible acquisition of 67 acre Hope Farm, perhaps in conjunction with the
 82 federal government's National Resources Conservation Service.

83
 84 Ward Four: Extend the Meshanticut Park walking path a quarter mile north along
 85 Meshanticut Brook to Angell's Pond. The State of Rhode Island, the city and the
 86 Providence Water Supply Board own the entire western bank of the brook between the
 87 two ponds. The city, through the Western Hills Middle School property, also owns the
 88 southern shoreline of Angell's Pond. The removal of 31 parking spaces would allow a
 89 tree lined trail along the brook. Fishing and boating access should be established on
 90 Angell's Pond. First steps: Contact the school department and Providence Water Supply
 91 Board to explore their support for the project.

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Ward Four, Five & Six: Establish a bike path or walking trail along the Providence Water Supply Board easement than runs from Pontiac Avenue to Midway Road and beyond. First steps: Secure the water supply board endorsement of the concept and talk with the Wilders Companies about coordinating this project with their redesign of Garden City.

Ward Five: Improve Knightsville gazebo and park to include old DPW garage property. The vacated DPW property adjoining the gazebo was intended to expand the park, but it has not been incorporated into it. First step: Develop a design to incorporate the DPW lot into the existing park.

***As a prerequisite to implementation of any of the fore-mentioned projects, a cost of maintenance recommendation be conducted to include, but not limited, to cost for maintenance and upkeep.**

Referred to Public Works Committee March 15, 2012
Sponsored by Councilman Stycos

-MARCH 26, 2012-

FINANCE COMMITTEE
(Paul H. Archetto, Chair)

RESOLUTION AUTHORIZING REAL ESTATE TAX ABATEMENTS

On motion by Councilman Donahue, seconded by Council Vice-President Navarro, the above Resolution was adopted on a vote of 9-0. The following being recorded as voting "aye": Councilwoman Luciano, Councilmen Donahue, Stycos, Archetto, Councilwoman Bucci, Councilmen Santamaria, Favicchio, Council Vice-President Navarro and Council President Lupino -9.

RESOLUTION AUTHORIZING MOTOR VEHICLE TAX ABATEMENTS

On motion by Councilman Archetto, seconded by Councilman Donahue, the above Resolution was adopted on a vote of 9-0. The following being recorded as voting "aye": Councilwoman Luciano, Councilmen Donahue, Stycos, Archetto, Councilwoman Bucci, Councilmen Santamaria, Favicchio, Council Vice-President Navarro and Council President Lupino -9.

TAX INTEREST WAIVER APPROVALS – AS RECOMMENDED BY CITY TREASURER.

On motion by Councilman Donahue, seconded by Councilwoman Luciano, it was voted to approve the above list of Tax Interest Waiver Approvals on a vote of 9-0. The following being recorded as voting "aye": Councilwoman Luciano, Councilmen Donahue, Stycos, Archetto, Councilwoman Bucci, Councilmen Santamaria, Favicchio, Council Vice-President Navarro and Council President Lupino -9.

CRANSTON SCHOOL COMMITTEE RESPONSE FEBRUARY 23, 2012 TO RESOLUTION 2012-2 AND SUGGESTION BY COUNCILMAN STYCOS OF HAVING TWO COUNCIL MEMBERS MEET WITH SCHOOL COMMITTEE TO HAVE AN OVERVIEW DISCUSSION REGARDING THIS ISSUE

On motion by Council Vice-President Navarro, seconded by Councilman Donahue, the above Resolution was adopted on a vote of 9-0. The following being recorded as voting "aye": Councilwoman Luciano, Councilmen Donahue, Stycos, Archetto, Councilwoman Bucci, Councilmen Santamaria, Favicchio, Council Vice-President Navarro and Council President Lupino -9.

RESOLUTION REQUESTING THE GENERAL ASSEMBLY PROVIDE ADEQUATE FUNDING FOR RHODE ISLAND PUBLIC TRANSIT AUTHORITY

On motion by Council Vice-President Navarro, seconded by Councilman Stycos, it was voted to adopt the above Resolution.

Under Discussion:

Mark Therrien, Assistant General Manager of RIPTA, appeared to speak.

Councilman Santamaria asked Mr. Therrien if this Resolution is adopted, will RIPTA be adequately funded from the General Assembly. Mr. Therrien stated that they are funded by gas tax and this revenue has been dropping.

Councilman Donahue asked Mr. Therrien to state some of the things RIPTA has done in the past year or two to change the spending habits. Mr. Therrien stated that in the past year, 15% of the Senior Management positions have been removed and there have been layoffs. Councilman Donahue asked what those cost amount to for reductions. Mr. Therrien stated, approximately \$3 million this year and they still have approximately \$1.6 million deficit.

-MARCH 26, 2012-

Councilman Favicchio asked Mr. Therrien if he sees in the near future where RIPTA could balance the budget or operate in the black. Mr. Therrien stated that the elderly and disabled ride for free. The only option is increase the fees for riders, which no one wants to do. They will never run in the black. They are getting closer to living within their budget, but they will never run in the black.

Gavel was handed to Council Vice-President Navarro.

Council President Lupino asked what other ways besides gas tax, RIPTA has looked at as a way to prevent deficits in the future. Mr. Therrien stated that they have looked at various areas, but they have to control their costs and labor costs.

Council President Lupino asked Mr. Therrien if RIPTA has done any lobbying at the General Assembly to state that RIPTA would rather be the method of transportation in the State. Mr. Therrien stated that they do not lobby because it is not allowed, but they do speak to the legislators. He indicated that he meets monthly with the City's Engineer, City Planner and Economic Development Director.

Gavel was handed back to Council President Lupino.

Roll call was taken on motion to adopt the above Resolution and motion passed on a vote of 9-0. The following being recorded as voting "aye": Councilwoman Luciano, Councilmen Donahue, Stycos, Archetto, Councilwoman Bucci, Councilmen Santamaria, Favicchio, Council Vice-President Navarro and Council President Lupino -9.

RESOLUTION REQUESTING THE GENERAL ASSEMBLY TO DELAY IMPLEMENTATION OF ACTION TAKEN ON BILLS S2100 AND H7098 UNTIL FISCAL YEAR 2014 AND TO MAKE ALL CHANGES REVENUE NEUTRAL FOR MUNICIPALITIES

On motion by Councilman Archetto, seconded by Councilman Favicchio, it was voted to adopt the above Resolution.

Under Discussion:

Councilman Archetto indicated that line #24 of the Resolution should state "2014". He asked that that be corrected as a scrivener's error.

Roll call was taken on motion to adopt the above Resolution and motion passed on a vote of 8-1. The following being recorded as voting "aye": Councilwoman Luciano, Councilmen Donahue, Stycos, Archetto, Santamaria, Favicchio, Council Vice-President Navarro and Council President Lupino -8. The following being recorded as voting "nay": Councilwoman Bucci -1.

ORDINANCE COMMITTEE
(Paul H. Archetto, Chair)

RESOLUTION REQUESTING THE ZONING BOARD OF REVIEW TO ADOPT HEARING PROCEDURES WHICH FURTHER THE INTENT OF OPEN MEETINGS AND PROMOTE TRANSPARENCY IN CITY GOVERNMENT

On motion by Councilman Stycos, seconded by Councilman Donahue, it was voted to approve the above Resolution.

Under Discussion:

Councilman Archetto stated that he understands the intent of this Resolution, however, for the City Council to mandate the Zoning Board's procedure could be an intrusion.

Councilman Stycos stated that he is in favor of this Resolution and it is backed by the Chamber of Commerce and the Zoning Board of Review Legal Counsel. What is unusual is the way the Zoning Board operates. They hold the votes at the end of the meeting when the public has left. This is a pro business Resolution.

-MARCH 26, 2012-

Gavel was handed to Council Vice-President Navarro.

Council President Lupino stated that adopting this Resolution will only delay the process in a different manner. He will not be supporting this Resolution.

Gavel was handed back to Council President Lupino.

Roll call was taken on motion to adopt the above Resolution and motion passed on a vote of 5-4. The following being recorded as voting "aye": Councilmen Donahue, Stycos, Councilwoman Bucci, Councilman Santamaria and Council Vice-President Navarro -5. The following being recorded as voting "nay": Councilwoman Luciano, Councilmen Archetto, Favicchio and Council President Lupino -4.

RESOLUTION TO SUPPORT PASSAGE OF SENATE BILL 2012 – S2489, AN ACT RELATING TO ELECTIONS

On motion by Councilman Donahue, seconded by Councilman Archetto, the above Resolution was adopted on a vote of 9-0. The following being recorded as voting "aye": Councilwoman Luciano, Councilmen Donahue, Stycos, Archetto, Councilwoman Bucci, Councilmen Santamaria, Favicchio, Council Vice-President Navarro and Council President Lupino -9.

CLAIMS COMMITTEE
(Steven A. Stycos, Chair)

RATIFICATION OF SETTLED CLAIMS: Selective Insurance for David and Lola Wright \$3,034.90 vehicle damage; James Prior \$50.00 mailbox; Daniel J. Hogberg \$50.00 mailbox; Eileen M. Stroud \$55.33 tire damage.

On motion by Councilwoman Bucci, seconded by Councilman Santamaria, it was voted to approve the above Ratified Settled claim. Motion passed on a vote of 9-0. The following being recorded as voting "aye": Councilwoman Luciano, Councilmen Donahue, Stycos, Archetto, Councilwoman Bucci, Councilmen Santamaria, Favicchio, Council Vice-President Navarro and Council President Lupino -9.

V. PUBLIC HEARINGS
(open to any matters)

None.

VI. ELECTION OF CITY OFFICIALS

CITY COUNCIL MAJORITY LEADER

On motion by Councilman Archetto, seconded by Councilwoman Bucci, it was voted to nominate Councilman Santamaria as City Council Majority Leader.

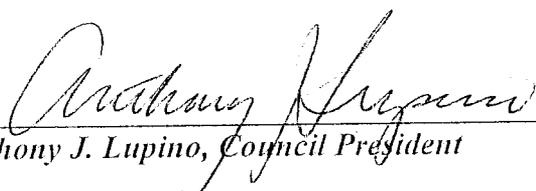
No other nominations were made.

Roll call was taken on motion to nominate Councilman Santamaria as City Council Majority Leader and motion passed on a vote of 9-0. The following being recorded as voting "aye": Councilwoman Luciano, Councilmen Donahue, Stycos, Archetto, Councilwoman Bucci, Councilmen Santamaria, Favicchio, Council Vice-President Navarro and Council President Lupino -9.

THE CITY OF CRANSTON

RESOLUTION OF THE CITY COUNCIL
AUTHORIZING REAL ESTATE/TANGIBLE TAX ABATEMENTS AS RECOMMENDED
BY CITY ASSESSOR

No. 2012-14

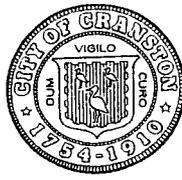
Passed:
March 26, 2012

Anthony J. Lupino, Council President**Resolved, That**

The request of the City Assessor for the following abatements for manifest errors and reasons therein stated be granted and that a certified copy of this Resolution be for the respective amounts a sufficient voucher for the City Treasurer.

(See attached list of Abatements)

U/RES.RE ABATE



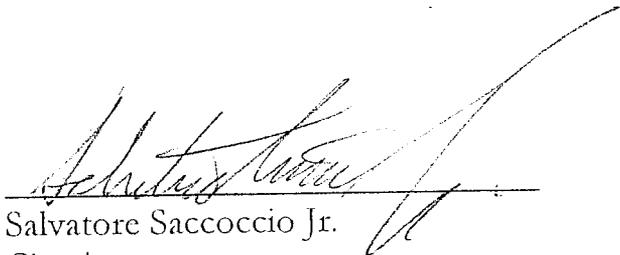
DIVISION OF ASSESSMENT
869 PARK AVE
CRANSTON, RI 02910

MEMO

DATE: March 6, 2012
TO: His Honor the Mayor and the Honorable City Council
FROM: City Assessor
RE: Real Estate and Tangible Abatements

The following assessments are recommended for abatement in the amounts and for the reasons hereinafter set forth:

<u>Assessment Date</u>	<u>Value</u>	<u>Tax</u>
December 31, 2010	4,440	134.93


Salvatore Saccoccio Jr.
City Assessor

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City of Cranston
2011 Abatement List

1	2309144001 992-3091-440	Location	0000000000	Location	0000000000
	Location 347 DYER AV				
	VIC MAR MULTI SERVICES INC				
	MARTHA MELGAR				
	347 DYER AVENUE				
	CRANSTON RI 02920				

Original	:	Value	:	Original	:	Value	:	Original	:	Value	:
OUT OF BUSINESS	:	4440	:	134.92	:	4440	:	134.92	:	4440	:
Adjusted	:	4440	:	134.93	:	4440	:	134.93	:	4440	:
	:		:	-.01	:		:	-.01	:		:

Original	Value	Tax	Accounts
Abatements	4440	134.92	on 1
Adjusted	4440	134.93	on 1
		-.01	

THE CITY OF CRANSTON

RESOLUTION OF THE CITY COUNCIL
AUTHORIZING MOTOR VEHICLE TAX ABATEMENTS AS RECOMMENDED BY CITY
ASSESSOR

No. 2012-15

Passed:
March 26, 2012



Anthony J. Lupino, Council President

Resolved, That

The request of the City Assessor for the following abatements for manifest errors and reasons therein stated be granted and that a certified copy of this Resolution be for the respective amounts a sufficient voucher for the City Treasurer.

(See attached list of Abatements)



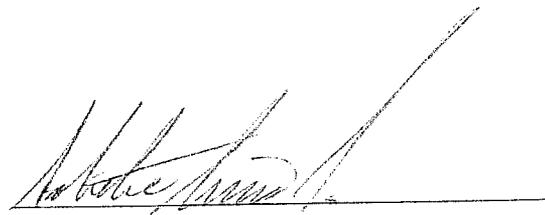
DIVISION OF ASSESSMENT
869 PARK AVE
CRANSTON, RI 02910

MEMO

DATE: March 6, 2012
TO: His Honor the Mayor and the Honorable City Council
FROM: City Assessor
RE: Motor Vehicle Abatements

The following assessments are recommended for abatement in the amounts and for the reasons hereinafter set forth:

<u>Assessment Date</u>	<u>Value</u>	<u>Tax</u>
December 31, 2008	2,968	125.97
December 31, 2009	23,993	1,018.28
December 31, 2010	<u>60,548</u>	<u>2,569.66</u>
Totals:	87,509	3,713.91


Salvatore Saccoccio Jr.
City Assessor

City of Cranston
2009 Motor Vehicle
Abatement List

1	37018300	0000063698	00000000	0000000000	00000000	0000000000
	Vehicle 2007	KIA	796222	Vehicle 0000	ID	Vehicle 0000
	ID KNAGE123675119808					ID
	GOULD GERALDINE E					
	825 PONTIAC AVE BLD 11-101					
	Cranston RI 02910					

Original	:	Value		Tax		Original	:	Value		Tax
STOLEN/SOLD/JUNK/TOI	:	6,467		190.85			:			
Adjusted Tax:	:			125.97		Adjusted Tax:	:			

For Tax Year: 2009

Original	:	Value		Tax		Accounts
Adjusted Tax	:	6467		190.85		on 1
	:			125.97		
	:			64.88		

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City of Cranston
2010 Motor Vehicle
Abatement List

Vehicle ID	Year	Make	Model	Value	Tax	Original Value	Original Tax	Adjusted Value	Adjusted Tax
33044010	1988	DODGE		068367	956.97	3,251	860.40	068367	96.57
37019090	2007	KIA		796222	184.57	3925	157.88	796222	26.69
00000000	0000								

Vehicle 1988
ID 186MD3459J9600314
CROWLEY ALBERT B
17 FAIRGROUND WAY
Fiskeville RI 0282

Vehicle 2007
ID KNAGE123675119808
GOULD GERALDINE E
825 PONTIAC AVE BLD 11-101
Cranston RI 02910

Original :
OUT OF COMMUNITY
Adjusted Tax:

Original :
STOLEN/SOLD/JUNK/TOTA
Adjusted Tax:

Original :
Vehicle ID
Adjusted Tax:

For Tax Year: 2010

Original	Value	Tax	on 2	Accounts
Adjusted Tax :	7176	1141.54		
		1018.28		
		123.26		

City of Cranston
2011 Motor Vehicle
Abatement List

Item #	Vehicle ID	Year	Make/Model	Address	City	State	Zip	Original Value	Original Tax	Adjusted Value	Adjusted Tax
1	32009100	1997	STBN	792372				1,036	22.75	1,036	22.75
2	33040610	2005	TOYT	RM 453				8227	329.29	8227	329.29
3	33043550	2009	HD					19015	785.78	19015	785.78
4	38008980	2006	VOLV	UP 856				13,466	590.56	13,466	590.56
5	44000550	2010	HOND					23530	1083.11	23530	1083.11
6	46011450	1987	FORD					2000	286.51	2000	286.51
7	46013800	1994	LEXS	789469				1,084	30.17	1,084	30.17
8	55000300	2005	TOYT	829300				9416	378.40	9416	378.40

For Tax Year: 2011

Original Value	:	77774	Original Tax	:	3506.57
Adjusted Value	:	2569.66	Adjusted Tax	:	936.91

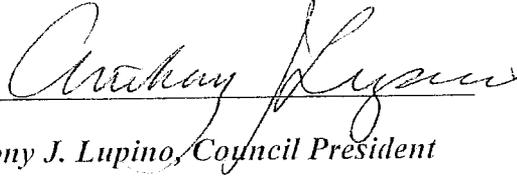
on 8 Accounts

THE CITY OF CRANSTON

**RESOLUTION OF THE CITY COUNCIL
REQUESTING THE GENERAL ASSEMBLY PROVIDE ADEQUATE FUNDING FOR
RHODE ISLAND PUBLIC TRANSIT AUTHORITY**

No. 2012-16

Passed:
March 26, 2012


Anthony J. Lupino, Council President

Resolved that

WHEREAS, The Rhode Island Public Transit Authority’s (RIPTA) mission is to provide safe, reliable, cost-effective transit service with a skilled team of professionals responsive to its customers and the environment.

WHEREAS, RIGL 39-18-3 establishes that RIPTA’s purpose includes providing public transit services that meet mobility needs of the people of the state, including the elderly and disabled, increasing access to employment opportunities, facilitating energy efficient transportation, reducing traffic congestion, and enhancing air quality.

WHEREAS, In fiscal year 2011, RIPTA’s ridership increased by 1.5% to nearly 50,000 riders per day.

WHEREAS, In the FY 2012 budget, RIPTA’s funding was reduced by more than \$1.3 million.

WHEREAS, The state subsidy for RIPTA is appropriated annually by the General Assembly from proceeds of the motor fuel tax (31-36-20).

WHEREAS, This method of funding is both unsustainable and unreliable since fuel tax revenue will decrease as more citizens use public transportation and as vehicle fuel efficiency increases.

WHEREAS, Since 2003, the RIPTA fare has increased from \$1.25 to \$2, a 60% increase in less than a decade.

31 **WHEREAS**, RIPTA's fare is higher than fares in Boston, Hartford, New Haven and
32 Worcester.

33 **WHEREAS**, New fare increases would place a significant burden on RIPTA's riders,
34 who, on average, earn below the state median income.

35 **WHEREAS**, many Cranston residents rely on RIPTA bus service to travel between
36 home, work, and school.

37 **NOW, THEREFORE BE IT RESOLVED**, That the Cranston City Council requests that
38 the General Assembly address the RIPTA funding crisis.

39 **BE IT FURTHER RESOLVED**, That the City Council respectfully requests that the
40 General Assembly amend the State budget to provide adequate funding for a sustainable and
41 efficient RIPTA system.

42 **BE IT FURTHER RESOLVED**, That, upon passage, copies of this resolution be sent to
43 House Speaker Gordon Fox, Senate President Teresa Paiva Weed, Representative Helio Melo,
44 Senator Daniel DaPonte, Representative Agostinho Silva, and the entire Cranston General
45 Assembly delegation.

46

47 Sponsored by Councilman Stycos

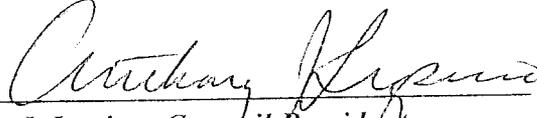
48 Referred to Finance Committee March 15, 2012

THE CITY OF CRANSTON

**RESOLUTION OF THE CITY COUNCIL
REQUESTING THE GENERAL ASSEMBLY TO DELAY IMPLEMENTATION OF
ANY ACTION TAKEN ON BILLS S2100 AND H7098 UNTIL FISCAL YEAR 2014 AND
TO MAKE ALL CHANGES REVENUE NEUTRAL FOR MUNICIPALITIES**

No. 2012-17

Passed:
March 26, 2012



Anthony J. Lupino, Council President

Resolved, That

Whereas, the General Assembly is considering changing the valuation of motor vehicles from an average retail basis to an average trade-in price basis, and

Whereas, any changes in the valuation will affect the City of Cranston's tax levy, and

Whereas, current law does not allow municipalities to increase the tax rate on motor vehicles, and

Whereas, the State legislative process frequently extends beyond the tax levy determination date of many municipalities,

Therefore, it is requested that the General Assembly not implement any actions from pending bills S 2100 and H 7098 until fiscal year ~~2013~~ 2014 and to make all changes revenue neutral for municipalities

Referred to Finance Committee March 15, 2012

Sponsored by Council President Lupino and Councilman Archetto

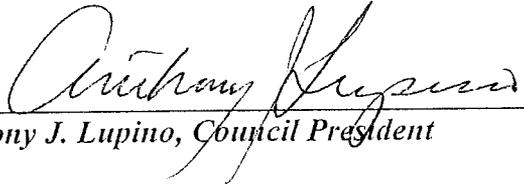
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THE CITY OF CRANSTON

RESOLUTION OF THE CITY COUNCIL
REQUESTING THE ZONING BOARD OF REVIEW TO ADOPT HEARING
PROCEDURES WHICH FURTHER THE INTENT OF OPEN MEETINGS, AND
PROMOTE TRANSPARANCY IN CITY GOVERNMENT

No. 2012-18

Passed:
March 26, 2012



Anthony J. Lupino, Council President

Resolved that

Whereas government institutions must operate in a fair and open manner to maintain the trust of citizens,

Whereas the Cranston Zoning Board of Review listens to the presentation of all cases before discussing and deciding any,

Whereas this procedure leaves the decision making process until late in the evening when most citizens have gone home, hiding it from public view,

Whereas the Cranston Chamber of Commerce testified before the City Council that this procedure unnecessarily increases legal fees for small business because attorneys collecting hourly fees must stay at zoning board meetings until late at night.

Whereas the city solicitor for the Zoning Board of Review, Stephen Marsella, told the City Council that he has recommended that the zoning board change its procedure to hear and decide one case at a time, like most democratic institutions,

Whereas the Cranston City Council wishes to encourage public participation in government and small business,

Be it resolved that Cranston City Council strongly urges the Cranston Zoning Board of Review immediately change its procedures to assist small business and encourage public participation by hearing each zoning case and deciding upon it before proceeding to the next case.

46 *And be it further resolved* that a copy of this resolution be sent by certified mail
47 to Zoning Board Chairwoman Joy Montanaro and by regular mail to the other zoning
48 board members and alternates.

49
50 *And be it finally resolved* that the Zoning Board report to the City Council at the
51 April City Council meeting whether it will change its procedures to assist small business
52 and encourage public participation.

53

54

55

56 Sponsored by Councilman Steven Stycos

57

58 Referred to Ordinance Committee: March 15, 2012

THE CITY OF CRANSTON

RESOLUTION OF THE CITY COUNCIL
TO SUPPORT PASSAGE OF SENATE BILL 2012 – S 2489, AN ACT RELATING TO
ELECTIONS

No. 2012-19

Passed:
 March 26, 2012


 Anthony J. Lupino, Council President

WHEREAS, there is currently a bill pending in the State Senate, Senate Bill 2012 – S 2489, titled “An Act Relating to Elections,” which if approved will amend §17-11-1 to increase the maximum number of voters per precinct, thereby allowing Rhode Island cities and towns and their local boards of canvassers to create precincts best suited in size to the geographic location and voter demographics, as well as to each voting location’s capacity and accessibility, and with consideration to safety issues and the particular needs of the city or town and its voters; and

WHEREAS, due to cuts in state aid to cities and towns and economic conditions generally, it is incumbent upon city officials to examine areas of potential savings to taxpayers which will not impact negatively on city services; and

WHEREAS, the City of Cranston is currently in the process of redistricting and passage of this legislation will allow the City to create larger voting districts where suitable, resulting in the need for fewer poll workers, fewer custodians, fewer buildings, and fewer overtime hours, thereby providing a significant cost savings to the City of Cranston, as well as allowing the City to more strategically allocate limited personnel and resources to each polling location, thereby providing more efficient service to voters on election day; and

WHEREAS, the legislation has been endorsed and supported by election officials statewide, including the Rhode Island Board of Elections, the Rhode Island Town and City Clerks Association, the Cranston Board of Canvassers and local boards of canvassers throughout the state; and

WHEREAS, an identical bill, 2012 – H 7055, has already passed in the State House of Representatives by unanimous vote;

NOW THEREFORE BE IT RESOLVED: That the Cranston City Council supports and urges passage of S 2489 by the State Senate;

BE IT FURTHER RESOLVED, that upon passage the City Clerk is hereby directed to forward a copy of this Resolution to the President and Majority Leader of the Rhode Island State Senate; the Senate Judiciary Chairman; and each Cranston Representative and Senator.

Sponsored by Council President Lupino
 Referred to Ordinance Committee: March 15, 2012

U/Resolutions/Elections S2489

EXPLANATION
BY THE LEGISLATIVE COUNCIL
OF
A N A C T
RELATING TO ELECTIONS

1 This act would increase the maximum number of active voters served by the same polling
2 place from 1,900 voters to 4,000 voters or the local election board can increase the number of
3 voters at a single voting place above the 4,000 voter limit as long as the effect would not result in
4 a voting place serving less than 1,000 voters.

5 This act would take effect upon passage.

=====
LC01472
=====

2012 -- S 2489

LC01472

STATE OF RHODE ISLAND

IN GENERAL ASSEMBLY
JANUARY SESSION, A.D. 2012

AN ACT
RELATING TO ELECTIONS

Introduced By: Senators Doyle, Bates, Crowley, and Nesselbush

Date Introduced: February 16, 2012

Referred To: Senate Judiciary

It is enacted by the General Assembly as follows:

1 SECTION 1. Section 17-11-1 of the General Laws in Chapter 17-11 entitled "Voting
2 Districts and Officials" is hereby amended to read as follows:

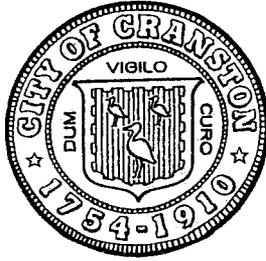
3 17-11-1. Division of towns and representative district into voting districts. -- The
4 local board of any city or town may, on or before the sixtieth (60th) day preceding any election,
5 divide or redivide the city or town, or any representative district in the city or town, into voting
6 districts. The local board of each city or town shall determine voting districts by geographical
7 boundaries and by no other means. No voting district shall at any time comprise parts of two (2)
8 or more wards. It shall be the duty of the board to divide the town, representative district, or ward,
9 which shall be limited to four thousand (4,000) voters in the same voting district and approved by
10 the state board, excepting that the state board may approve a voting district serving more than
11 four thousand (4,000) voters if so that substantially not more than nineteen hundred (1,900) voters
12 shall be served by the same polling place; provided, that subject to the approval of the state board,
13 a local board may provide for serving more than nineteen hundred (1,900) voters in the same
14 polling place where the effect to the contrary would be of creating a polling place serving less
15 than one hundred fifty (150) one thousand (1,000) voters. A polling place may be located either
16 within or without the voting district for which it is established; provided, that a polling place may
17 be located outside the district only upon unanimous determination of the local board and subject
18 to the approval of the state board that a suitable place is not available within the voting district. In
19 making the calculation required by this section, voters whose names are on the inactive list of

1 voters shall not be included.

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

=====
LC01472
=====

Jaclyn Caruolo
Registrar



CANVASSING AUTHORITY
CITY HALL
869 PARK AVENUE
CRANSTON, RHODE ISLAND 02910

Joseph A. DeLorenzo, Jr.
Chairman

Robert Muksian, Ph.D.
Board Member

Edmond J. Lemoi
Board Member

February 27, 2012

Council President Anthony Lupino
Cranston City Council
Cranston City Hall
869 Park Ave
Cranston, RI 02910

RE: Council Resolution in Support of Passage of Senate Bill 2012-S2489, An Act Relating to Elections

Dear Council President Lupino,

The Cranston Board of Canvassers encourages passage of a resolution from the Cranston City Council urging passage of Senate Bill S2489. The aforementioned bill was introduced into the Senate at the request of the Rhode Island Board of Elections, as a much-needed tool for local boards of canvassers. For good reason, this bill is endorsed by the Rhode Island Board of Elections, and the Rhode Island Association of Town and City Clerks and has been passed unanimously in the House for two consecutive sessions. Nearly every city and town has been lobbying for years for passage of this legislation, which would grant local boards of canvassers the option to increase voting precincts from the current maximum of 1900 voters up to a maximum of 4000 voters. Fortunately, the Senate has finally agreed to consider it

Importantly, the benefits of passage of S2489 to the City of Cranston are two-fold. Larger precinct numbers will allow for the creation, where suitable, of larger voting districts. This will result in the need for fewer poll workers, fewer custodians, fewer buildings, and fewer overtime hours, thereby providing a significant cost savings of up to \$30,000.00 per election cycle for the City of Cranston. Just as importantly, it will enable the City to more strategically allocate limited personnel and resources to each polling location, thereby providing more efficient service to voters on Election Day.

If you would like more information on this legislation or are uncertain of its impact, I would be happy to address your concerns. I can be reached in my office by phone at 780-3128 or by e-mail at jcaruolo@CranstonRI.org.

Very truly yours,

Jaclyn Caruolo, Registrar
Cranston Board of Canvassers

CC: Cranston Board of Canvassers

-MARCH 26, 2012-

VII. REPORT OF CITY OFFICERS

RECOMMENDATION FROM AUDIT COMMITTEE ON HIRING OF BRAVER & ASSOCIATES FOR CITY AUDIT

On motion by Councilman Santamaria, seconded by Councilman Archetto, it was voted to approve the hiring of Braver and Associates for the City Audit.

Under Discussion:

A question was asked of how many bids were received. Mr. Strom stated that seven bids were sent out to seven firms by certified mail return receipt requested and only two completed bids were returned.

Council Vice-President Navarro asked if there is a limit of how many years a firm can do our Audits consecutively. Mr. Woerner stated that, per Ordinance, there is a six year term limit. This will be Braver & Associates' final term. Roll call was taken on motion to approve the hiring of Braver & Associates for City Audit and motion passed on a vote of 9-0. The following being recorded as voting "aye": Councilwoman Luciano, Councilmen Donahue, Stycos, Archetto, Councilwoman Bucci, Councilmen Santamaria, Favicchio, Council Vice-President Navarro and Council President Lupino -9.

VIII. EXECUTIVE COMMUNICATIONS

Report on hiring of special counsel, consultants, etc., pursuant to Charter Section 15.05.

None.

CONSERVATION COMMISSION – REQUEST FOR ADVICE AND CONSENT OF RE-APPOINTMENT OF STEVEN J. PILZ

On motion by Councilman Favicchio, seconded by Councilman Donahue, it was voted to approve the Mayor's Advice and Consent of re-appointment of Steven J. Pilz as a member of the Conservation Commission. Motion passed on a vote of 9-0. The following being recorded as voting "aye": Councilwoman Luciano, Councilmen Donahue, Stycos, Archetto, Councilwoman Bucci, Councilmen Santamaria, Favicchio, Council Vice-President Navarro and Council President Lupino -9.

CRANSTON POLICE DEPT.: CAPT. THOMAS DODD REQUEST FOR CONTINUATION IN SERVICE

Mr. Cordy appeared to speak.

On motion by Councilman Donahue, seconded by Councilman Santamaria, it was voted to approve the above request. Motion passed on a vote of 9-0. The following being recorded as voting "aye": Councilwoman Luciano, Councilmen Donahue, Stycos, Archetto, Councilwoman Bucci, Councilmen Santamaria, Favicchio, Council Vice-President Navarro and Council President Lupino -9.

CRANSTON FIRE DEPT.: DEP. CHIEF RICHARD STORTI REQUEST TO BE PLACED ON PENSION ROLL – MARCH 9, 2012

Mr. Cordy appeared to speak.

On motion by Councilman Santamaria, seconded by Councilman Favicchio, it was voted to approve the above request. Motion passed on a vote of 9-0. The following being recorded as voting "aye": Councilwoman Luciano, Councilmen Donahue, Stycos, Archetto, Councilwoman Bucci, Councilmen Santamaria, Favicchio, Council Vice-President Navarro and Council President Lupino -9.

-MARCH 26, 2012-

CRANSTON FIRE DEPT.: LT. THOMAS CONWAY REQUEST TO BE CONTINUED IN SERVICE

Mr. Cordy appeared to speak.

On motion by Councilman Favicchio, seconded by Councilwoman Luciano, it was voted to approve the above request. Motion passed on a vote of 9-0. The following being recorded as voting "aye": Councilwoman Luciano, Councilmen Donahue, Stycos, Archetto, Councilwoman Bucci, Councilmen Santamaria, Favicchio, Council Vice-President Navarro and Council President Lupino -9.

IX. COUNCIL PRESIDENT COMMUNICATIONS

Landfill Odor Issue Administrative Update (cont'd 12/19/2011)

Mr. Lopez stated that there has been no activity on this issue since the last Council meeting and he has received no complaints regarding this issue since the last meeting. He also stated that he has not received any updates from the landfill.

Council President Lupino asked that an update be given at the next meeting as to what steps have been taken and what assurance the City will have that no future problems will occur regarding the odor issue.

This item will be continued for further update.

X. COUNCIL MEMBER COMMUNICATIONS

Councilman Santamaria:

- **Hurricane Clean UP** - State Bid on Debris Removal (Cont'd 12/19/2011)

Mr. Cordy gave update.

This item will be continued.

- **Wal-Mart** – Administration report: lighting, trailer park on lot, trash.

Councilman Santamaria stated that trucks in the lot have been increasing. He asked for an update on this issue.

Mr. Lopez stated that he spoke to Frank Fiorenzano, the manager of the property, and was told that he was aggressively addressing this and he was successful in having some of the trucks removed. Mr. Lopez also stated that Mr. Fiorenzano also stated to him that this week he was planning to work with the Police Department in possibly having these trucks removed.

Councilman Santamaria asked that this item be continued to next month's meeting and if this issue is not addressed, the property owner be fined by Ordinance.

- **Legal Fees**

Council President Lupino asked that this item be continued to next month.

Councilman Stycos:

- **Halfway Houses in Auburn Area** – Administration report on Police Enforcement

Councilman Stycos asked that this item be removed from the Docket.

-MARCH 26, 2012-

- **Pawtuxet River - Debris**

Councilman Stycos stated that there are two dumpsters in the river downstream. He was told that they were going to be removed possibly by the Pawtuxet River Authority. He asked the Administration to look into this.

Council Vice-President Navarro:

- **Wendy's Zone Change**

Council Vice-President Navarro questioned what action has been taken on the complaint filed against the City by attorney representing the applicant for proposed Wendy's Zone Change on Reservoir Ave. Solicitor Kirshenbaum stated that the City has not yet been formally served, however, he spoke to the attorney who filed the lawsuit and he advised him that the City needs more time. Solicitor Kirshenbaum indicated that he will keep the City Council updated on this issue.

- **Complaint filed by Chair of Republican Party regarding appointment of Councilwoman Bucci for Ward 4 to replace former Councilman Pelletier and issue of holding a Special Election**

Council Vice-President Navarro stated that the Democratic City Council members have been added to the complaint. He asked what the procedure is with this and should the City Council members obtain their own attorney. Solicitor Kirshenbaum stated that there was a complaint filed by Bruce Saccoccio.

Council President Lupino asked that Solicitor Kirshenbaum clarify that there were particular members of the City Council named in the complaint and the lawsuit is actually in error. Solicitor Kirshenbaum stated that in addition to the Board of Canvassers, certain Council members were named in the complaint. A hearing was held Friday. He, along with Mr. Quinlan and Solicitor Rawson and the Attorney for the Board of Canvassers, Ken McGunagle, attended the hearing. The case was continued to April 2 or 3. At that time, the petitioner requested time to seek additional discovery. Solicitor Kirshenbaum also stated that the Board of Canvassers has scheduled a meeting for Thursday, March 29th at 3:00 P.M., which notice was posted today. The agenda for this meeting is to discuss the residency issue of former Councilman Pelletier.

Councilwoman Luciano stated that, as a Council member, it is our duty to uphold the Charter.

Councilman Santamaria asked who the Attorney is for the Republican Party. Solicitor Kirshenbaum stated, Brandon Bell.

Council President Lupino stated that McGunagle and Reidy was paid \$1,897.50 for this issue. He questioned what line item this came from and how much more will the City have to spend and where would this money come from. Solicitor Kirshenbaum stated that the funds came out of the Outside Legal Account from the Solicitor's Office because there was a conflict. It was a \$2,000 flat fee.

Councilman Favicchio stated that the City has spent money on other frivolous things, such as the Wendy's case, which the applicant was not given the opportunity to present their case before the Committee.

Councilwoman Bucci:

- **Legal Bills**

Councilwoman Bucci asked that for the next meeting, she would like a report for the past six months prior to this report of the Police Department legal expenses.

-MARCH 26, 2012-

- **Conley & Wilbur Ave. cleanup**

Councilwoman Bucci stated that at the Committee meeting, she had asked that this area be cleaned up (debris, rotted guardrail) and she has not seen anything done since the Committee meeting.

XI. OLD BUSINESS

None.

XII. INTRODUCTION OF NEW BUSINESS

City Clerk indicated that the following two Resolutions, “**Resolution encouraging the Administration to grant a three day grace period for payment of taxes**” and **Resolution in support of General Assembly approval of bonding authority to purchase new school buses**”, were received late Friday afternoon, past the deadline of 12 noon. If the City Council wishes these two Resolutions to be introduced, there needs to be a motion to accept them this evening as new business. No one made a motion.

Council President Lupino stated that since no one has objected to having these two Resolutions introduced as new business this evening, they will go forward to the Committee for hearing.

City Clerk read the following introduced items and the Committees and the date referred for public hearing:

Public Works Committee – April 2, 2012

Request from National Grid for pole location at New London Ave. [[click here to view](#)]

Finance Committee – April 12, 2012

3-12-2 Ordinance authorizing the City to agree to a memorandum of understanding with respect to payments in lieu of taxes to be paid to the City of Cranston by Johnson & Wales University. [[click here to view](#)]

3-12-3 Ordinance ratifying the School Committee’s collective bargaining extension agreement with the National Association of Government Employees (NAGE) Local RI-153 (Custodians). [[click here to view](#)]

Resolution encouraging the Administration to grant a three day grace period for payment of taxes. [[click here to view](#)]

Resolution in support of General Assembly approval of bonding authority to purchase new school buses. [[click here to view](#)]

Sewer bill settlement of Bellini Corporation.

Ordinance Committee – April 12, 2012

3-12-1 Ordinance in amendment of Title 10, Chapter 28 of the Code of the City of Cranston, 2005, entitled “Motor Vehicles and Traffic” (Overnight Parking Permits). [[click here to view](#)]

-MARCH 26, 2012-

Claims Committee

- *Personal injury claim of Linda Ann Munroe for alleged incident on February 8, 2012.
- *Property damage claim of John Ferro for alleged incident on February 29, 2012.
- *Property damage claim of Thomas Perrotta for alleged incident on March 1, 2012.

*forwarded only to City Council, Solicitor and Anna Marino

On motion by Council Vice-President Navarro, seconded by Councilman Santamaria, it was voted to refer the above new business to the respective Committees. Motion passed on a vote of 8-0. The following being recorded as voting "aye": Councilwoman Luciano, Councilmen Donahue, Stycos, Archetto, Santamaria, Favicchio, Council Vice-President Navarro and Council President Lupino -8. Councilwoman Bucci was not present for roll call vote.

XIII. MISCELLANEOUS BUSINESS ON CLERK'S DESK

Monthly Committee meeting schedule changes:

Claims to be held on 4th Monday of the month @ 6 p.m.
Public Works Committee moved to 1st Monday of the month @ 6 p.m.
Finance Committee time change to 7 p.m.
Ordinance Committee time change to 6 p.m.

On motion by Councilwoman Bucci, seconded by Councilman Donahue, it was voted to approve the above changes. Motion passed on a vote of 9-0. The following being recorded as voting "aye": Councilwoman Luciano, Councilmen Donahue, Stycos, Archetto, Councilwoman Bucci, Councilmen Santamaria, Favicchio, Council Vice-President Navarro and Council President Lupino -9.

Conservation Easement for 684 Natick Ave. (Awaiting Executed Copy) [[click here to view](#)]

Mr. Cordy stated that the survey is complete and closing is scheduled for a week from Friday.

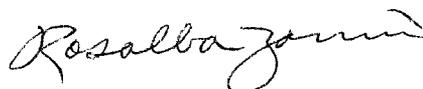
This item will be continued.

Council President Lupino announced that the Mayor will be introducing the Budget for the Fiscal Year 2012-2013 on Friday, March 30th at 6:30 P.M.

The meeting adjourned at 9:05 P.M.



Maria Medeiros Wall, JD
City Clerk



Rosalba Zanni
Assistant City Clerk/Clerk of Committees

(See Stenographic Notes of Ron Ronzio, Stenotypist)

PETITION OF THE NATIONAL GRID
FOR POLE LOCATIONS

TO THE HONORABLE _____ TOWN COUNCIL
OF _____ CRANSTON _____ RHODE ISLAND
THE NATIONAL GRID

RECEIVED
12 MAR 19 AM 10:56
CRANSTON
CITY CLERK
COUNCIL COPY

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

NEW LONDON AVENUE

Wherefore your petitioner request that they be granted locations for and permission to erect and
maintain poles and wires together with such sustaining and protecting fixtures as it may find
necessary, poles to be located in accordance with the plan filed herewith marked: 207172

_____ DATED 2/17/2012 _____
Your petitioner agrees to reserve or provide space for one cross arm at
a suitable point on each of said poles for the fire, police, and telephone
wires belonging to the municipality and used by it exclusively for municipal
purposes.

THE NATIONAL GRID

BY John Castro
John Castro, Engineering

ORDER

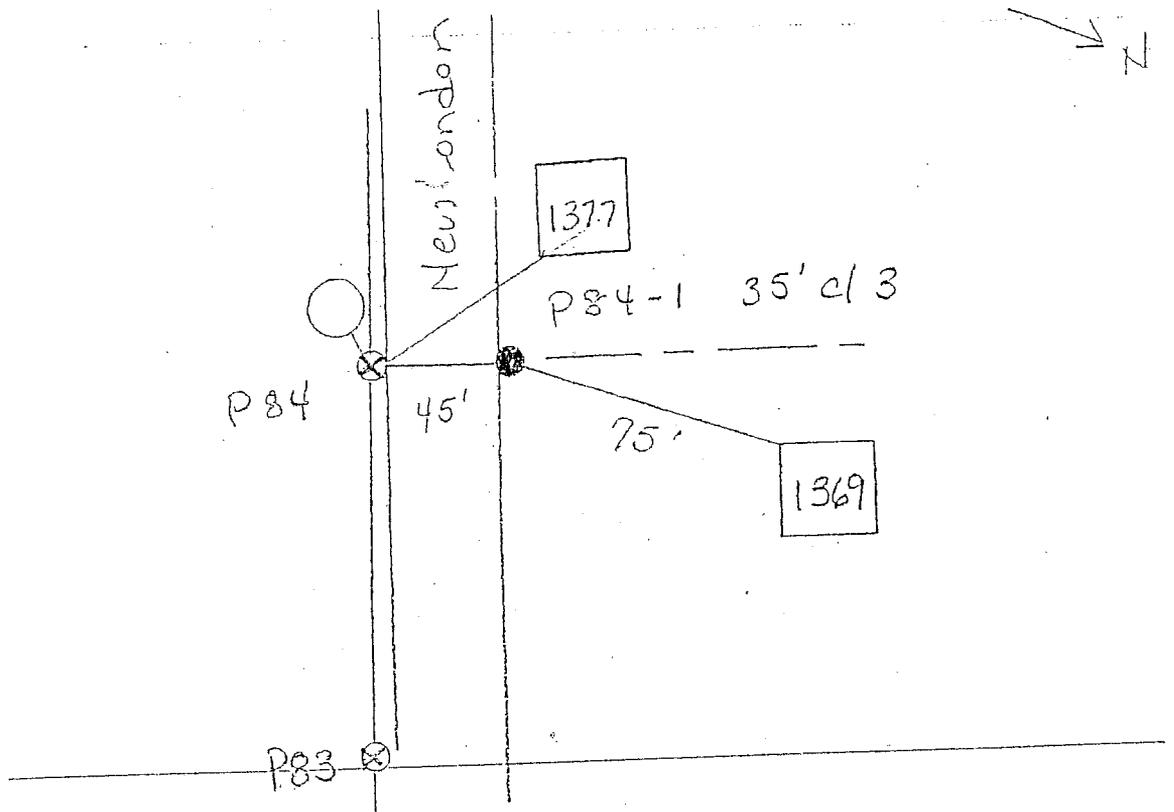
The foregoing petition having been read it was voted that the consent of the

_____ 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

1369 New London Ave, Cranston



SOLELY OWNED POLE

NATIONAL GRID

WR# 12319126

PLAN TO ACCOMPANY PETITION DATED 2/17/12

TO THE CITY OF CRANSTON

FOR
JOINT POLE LOCATION ON P.84-1 NEW LONDON AVE

DATE OF PLAN _____

PLAN # 207172

KEY TO SYMBOLS

PROPOSED ANCHOR LOCATION

NEW POLE LOCATION ●

EXISTING POLE LOCATION FOR REFERENCE ⊗

MAP #

DATE OF EXISTING GRANT

THE CITY OF CRANSTON

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ORDINANCE OF THE CITY COUNCIL

AUTHORIZING THE CITY TO AGREE TO A MEMORANDUM OF UNDERSTANDING WITH RESPECT TO PAYMENTS IN LIEU OF TAXES TO BE PAID TO THE CITY OF CRANSTON BY JOHNSON & WALES UNIVERSITY

No.

Passed

Anthony J. Lupino, Council President

Approved

Allan W. Fung, Mayor

It is ordained by the City Council of the City of Cranston as follows:

SECTION 1. The Mayor has signed a Memorandum of Understanding with respect to Payments in Lieu of Taxes to be paid to the City of Cranston by Johnson & Wales University with John J. Bowen, Chancellor of Johnson & Wales University dated March 21, 2012. (See attached exhibit A). The City Council of the City of Cranston hereby authorizes, approves, confirms, and ratifies the aforementioned Memorandum of Understanding.

SECTION 2. This Ordinance shall take effect upon its final adoption.

Positive Endorsement		Negative Endorsement (attach reasons)	
_____ Christopher M. Rawson City Solicitor	Date	_____ Christopher M. Rawson City Solicitor	Date

Referred to Finance Committee April 12, 2012

Sponsored by Allan W. Fung, Mayor

MEMORANDUM OF UNDERSTANDING
with respect to
PAYMENTS IN LIEU OF TAXES
to be paid to the
CITY OF CRANSTON, RHODE ISLAND
by
JOHNSON & WALES UNIVERSITY
Dated as of 3/21, 2012

PARTIES:

The City: The City of Cranston, Rhode Island, is a municipal corporation, located in The State of Rhode Island, having a mailing address of Cranston City Hall, 869 Park Ave., Cranston, Rhode Island 02910.

The Institution: Johnson & Wales University is an independent, private, non-profit, tax exempt, Rhode Island institution of higher education, established by charter and existing pursuant to the law of the State of Rhode Island, having a mailing address of 8 Abbott Park Place, Providence, Rhode Island 02903.

INTRODUCTION:

This Memorandum of Understanding ("Memorandum") between the Institution and the City sets forth the understandings of the parties with respect to financial assistance to be provided to the City by the Institution.

By entering into this Memorandum, the Institution acknowledges the importance of the relationship between the Institution and the City and, therefore, agrees to make voluntary contributions to the City. The parties recognize that the Institution, like other non-profit religious and charitable organizations, provides substantial economic and non-economic benefits to the City and the community.

THE UNDERSTANDING OF THE PARTIES:

While this Memorandum is in effect, the Institution will make voluntary contributions to the City as described in this Memorandum.

1.0 **Payments.**

1.1 **Voluntary Payments.** The Institution will volunteer payments to the City which will be comprised of the "**Voluntary Payments**" described in Section 1.1.1 and the "**Transition Payments**" described in Section 2.2.

1.1.1 **Voluntary Payments.** Beginning on June 1, 2012, and continuing on June 1 of each year thereafter through and including June 1, 2023, the Institution shall pay to the City annually a "**Voluntary Payment.**" The amount of the annual Voluntary Payment will be One Hundred and Fifty Thousand Dollars (\$150,000).

1.1.2 Escalator Clause for Voluntary Payments. Beginning in the third (3rd) fiscal year following the execution of this Agreement, JWU shall increase the amounts required under Section 1.1.1 by the increase in the Consumer Price Index, for all Urban Consumers (CPI-U): Boston-Brockton-Nashua, MA-NH-ME-CT, All Items (unadjusted) (1982-84=100), published monthly by the Bureau of Labor Statistics, U.S. Department of Labor¹ (the "CPI Increase") if any. To be clear, the CPI Increase, if any, to be applied to the payments to be made during the 3rd fiscal year will be based on any increase in CPI from the first (1st) fiscal year following execution of this Agreement to the second (2nd) fiscal year following execution of this Agreement. Under no circumstances shall the amount specified in Section 1.1.1 be reduced by this Section 1.1.2.

1.2 Street Area Payment. With respect to a portion of Harborside Boulevard/Northup Street (approximately 35,000 sq. feet) from the City line west to the intersection with Narragansett Boulevard (the "Street Area") which services only property currently owned by JWU, in the event JWU acquires title to the Street Area, JWU shall pay to the City, as purchase price or otherwise, an amount equal to \$7 per square foot of Street Area.

2.0 Transition Arrangements for Future Acquisitions

2.1 Acquisition Parcels. If, at any time while this Memorandum is in effect, any Institution acquires a parcel of real estate in the City that is subject to real estate taxes, but will as a result of such acquisition become tax-exempt, then each such parcel shall be deemed to be a "Transition Parcel". The Institution agrees to notify the City of its future acquisition of any parcel of real estate in the City to the same extent that other non-profit tax-exempt entities are required to provide notice of acquisition of property to the City pursuant to Rhode Island law or pursuant to any City ordinance that is uniformly applied to all non-profit tax-exempt entities.

2.2 Transition Payments. After a Transition Parcel becomes exempt from real estate taxes, the Institution will contribute "Transition Payments" according to the Transition Payment Schedule listed below while this Memorandum is in effect. These payments are referred to as "Transition Payments" because they are intended to reduce the impact upon the City caused by the acquisition of the Transition Parcel by the Institution. Payment of Transition Payments for a Transition Parcel will begin on June 1 of the applicable Calendar Years following the assessment date as of when the Transition Parcel becomes a tax-exempt parcel.

Transition Payment Schedule for A Transition Parcel (or portion thereof)

<u>Calendar Year</u>	<u>Amount of Transition Payment</u>
1. Initial Year	100% of Initial Transition Payment
2. Second Year	100% of Initial Transition Payment
3. Third Year	100% of Initial Transition Payment
4. Fourth Year	100% of Initial Transition Payment
5. Fifth Year	100% of Initial Transition Payment
6. Sixth Year	66.7% of Initial Transition Payment

¹ If the Bureau of Labor Statistics should cease to publish such Index in its present form and calculated on the present basis, a comparable index or an index reflecting changes in the cost of living determined in a similar manner or by substitution, combination or weighting of available indices, expenditure groups, items, components or population, published by the Bureau of Labor Statistics or by a responsible financial periodical or recognized authority shall be designated by the parties hereto to be the Consumer Price Index thereafter.

7. Seventh Year	66.7% of Initial Transition Payment
8. Eighth Year	66.7% of Initial Transition Payment
9. Ninth Year	66.7% of Initial Transition Payment
10. Tenth Year	66.7% of Initial Transition Payment
11. Eleventh Year	33.3% of Initial Transition Payment
12. Twelfth Year	33.3% of Initial Transition Payment
13. Thirteenth Year	33.3% of Initial Transition Payment
14. Fourteenth Year	33.3% of Initial Transition Payment
15. Fifteenth Year	33.3% of Initial Transition Payment

2.3 Amount of Initial Transition Payment. The amount of the “Initial Transition Payment” for an exempted Transition Parcel shall be equal to the real estate taxes that were payable (after applicable abatements or any appeals that were pending when the Transition Parcel was acquired by the Institution or as otherwise legally permitted) with respect to such exempted Transition Parcel with respect to the Tax Year in which the Institution acquired the Transition Parcel. If such Transition Parcel should thereafter cease for any reason to be tax-exempt, then Transition Payments with respect to that Transition Parcel will be suspended, so long as the Transition Parcel remains taxable. If such Transition Parcel returns to tax-exempt status while this Memorandum is in effect, the Transition Payments will resume at the same point in the schedule that they were suspended. *For clarity, in no event will a Transition Payment and a real estate tax payment be made with respect to the same Transition Parcel for any one calendar year. For example, if the 6th Transition Payment is made, and the Transition Parcel becomes taxable for seven years, then when it becomes tax-exempt in the next year, the 7th Transition Payment would be made in the amount equal to 66.7% of the Initial Transition Payment.*

3.0 Miscellaneous.

3.1 Voluntary Undertakings. The parties agree that this Memorandum is a voluntary undertaking by the Institution that was entered into even though the properties utilized by the Institution in the City are exempt from taxation and that the parties expect that such tax-exemption will continue into the future. In the event, however, that Other Payments or Taxes (as defined in Section 3.5 of this Memorandum) are imposed upon the Institution or its properties in the City in the future that were not imposed upon the Institution or its properties as of the date of the execution of this Memorandum, the parties agree that this Memorandum will terminate thirty (30) days after the imposition of such Other Payments or Taxes, however the Institution may elect, in writing and at its sole option, within such thirty (30) day period, to continue this Memorandum in effect. For the purpose of interpreting this Section 3.1 only, the parties agree that the City may challenge the tax-exempt eligibility of any particular parcel based upon the use of such property after the date hereof utilizing any challenge that is legally available to the City as of the date hereof and for the purpose of interpreting this Section 3.1 only, the term Other Taxes or Payments shall exclude any property taxes that could be lawfully assessed or imposed upon the Institution as of the date hereof, or upon any property of the Institution in the City, based upon the use of such property.

3.2 Exemption of MOU Properties. The term “MOU Properties” refers to the Current Properties (as defined in Section 3.8 below) and any Transition Properties that are covered from time to time by this Memorandum.

3.3 Tax-Exemption. The parties agree that nothing in this Memorandum affects, alters, diminishes or increases the legal status, force, or effect of the Institution’s tax exemption. The

Institution represents to the City that it is a charitable corporation and is exempt from Federal income taxes under Section 501 (c) (3) of The Internal Revenue Code, as amended. The parties further agree that nothing in this Memorandum affects, alters, diminishes or increases the obligation of the Institution to pay building permit fees and/or inspection fees as required by applicable law, ordinance, or regulation.

3.4 Change in Laws. The City agrees that, if at any time after the date of this Memorandum, there is a change in state laws resulting in the imposition of a tax whether in the nature of a user fee or otherwise (or there is an obligation in the nature of a real estate tax, regardless of the basis upon which the tax is calculated, or there is an obligation that has the effect of such a tax), with the result in any such event that directly or indirectly the Institution is required to make payments to the City with respect to all or any portion of the MOU Properties, then, while this Memorandum remains in effect, such payment(s) will be credited against and shall reduce the Voluntary Payments and any Transition Payments that the Institution has volunteered to make under this Memorandum.

3.5 Other Payments or Taxes. If, while this Memorandum is in effect, the City assesses or imposes any taxes, fees, charges, or payments that are not being imposed as of the date this Memorandum is executed (“Other Payments or Taxes”) in respect to the Institution’s tax-exempt properties or that have the effect of a tax on the Institution or on the Institution’s currently tax-exempt property or currently tax-exempt operations, then in addition to any other right the Institution may have, the Institution may contest the making of such Other Payments or Taxes and/or may offset (*i.e.*, deduct) such Other Payments or Taxes from the voluntary Payments and any Transition Payments volunteered under this Memorandum and pay the Other Payments or Taxes under protest reserving the Institution’s rights. The term “Other Payments or Taxes” shall exclude water and sewer use charges and the like, and other fees charged to property, but only if they are uniformly applicable to similar property (regardless of ownership or use) in the City. In no event shall a decision by the Institution to continue this Memorandum in effect despite the imposition of Other Payments or Taxes constitute or be construed as an admission that such Other Payments or Taxes may lawfully be imposed. The Institution reserves the right to challenge the imposition of Other Payments or Taxes regardless of whether it chooses to continue this Memorandum in effect.

3.6 General. Captions and section titles are for convenience of reference only, and shall not be used to construe this Memorandum. References to a Section include subsections thereof. The term “including” shall be interpreted to mean “including without limitation,” unless the context otherwise expressly specifies. Footnotes and italicized explicative provisions are material parts of this Memorandum as fully as if set forth in the body of this Memorandum in regular typeface. This Memorandum may be executed in any number of counterparts, each of which shall be and all of which shall be deemed to constitute one Instrument. This Memorandum constitutes the entire understanding between the parties and supersedes all previous discussions, negotiations, and agreements between the City and the Institution with respect to the understandings herein.

3.7 Duration of this Memorandum. This Memorandum shall continue in effect until June 30, 2023, unless earlier terminated as provided herein. In the tenth (10th) fiscal year following the execution of this Memorandum, provided JWU still owns any of the MOU Properties and this Memorandum is still in effect, the parties agree to negotiate in good faith the terms of an extension of this Memorandum (it being the intent of the parties that this Memorandum is to be extended for successive ten year terms upon similar and mutually agreeable terms and conditions while the Institution owns the MOU Properties).

3.8 Early Termination. This Memorandum shall, at the option of the Institution, terminate and be of no further force and effect in the event that prior to December 31, 2012: (i) an amendment to the Institution's legislative Charter to provide that the real and personal property of the Institution shall be exempt from state and local taxes so long as said property is utilized for the purposes set forth in Article 3 of such Charter, has not become effective; and (ii) all of the real property located in the City which is owned by the Institution as of the date hereof and identified on **Exhibit A** attached hereto and made a part hereof (the "**Current Properties**") have not been included in an educational institution zoning district permitting higher education uses including, without limitation, classrooms, training facilities, laboratories, administrative facilities, common areas, and athletic and fitness facilities, as well as facilities for student housing, student dining, and student activities, In the event of an early termination under this Section 3.8, the City may retain any voluntary payments previously made hereunder to the City by the Institution, but no further payments shall be made by the Institution under this Memorandum.

3.9 Sales Terminate Undertaking. The Institution's voluntary undertaking to make the Transition Payments described in this Memorandum will terminate as to a specific MOU Property upon the sale or other disposition of such MOU Property to an individual, corporation, partnership, limited partnership, trust, or other legal entity, that is not owned or controlled by an Institution.

3.10 City Council Approval and Ratification. Notwithstanding anything herein to the contrary, this Memorandum shall not become effective, nor shall any payments be made to the City hereunder, until this Memorandum shall have been approved and ratified by the City Council of the City. In the event this Memorandum has not been so approved and ratified on or before May 31, 2012, this Memorandum shall terminate and be null and void and of no further force and effect.

IN WITNESS WHEREOF, each of the parties has caused this Memorandum to be executed by its respective duly authorized officer(s) as of the date and year first written above.

THE CITY OF CRANSTON

JOHNSON & WALES UNIVERSITY

By: Allan W. Fung
Allan Fung, Mayor

By: John J. Bowen
John J. Bowen, Chancellor

EXHIBIT A

Account Number	MBLU	Building/Site	Assessor's Address
29008525	2/3/681	Harbor View	1150 NARRAGANSETT BOULEVARD
29008525	2/3/681/999	Harbor View	1150 NARRAGANSETT BOULEVARD
29008525	2/4/3368	Alumni House	1146 NARRAGANSETT BOULEVARD
29008525	2/4/3240	Narragansett House	1144 NARRAGANSETT BOULEVARD
29008525	2/4/220	Parcel 1	NARRAGANSETT BOULEVARD
29008525	2/4/3946	Parcel 2	HARBOURSIDE BOULEVARD
29008525	2/4/3969	Grace Welcome Ctr.	120 HARBOURSIDE BOULEVARD
29008525	2/4/3974	Harborside Village	100 HARBOURSIDE BOULEVARD
29008525	2/4/3968	Friedman Center	44 HARBOURSIDE BOULEVARD
29008525	2/4/3949	Pump Stn. Parcel 10	0 HARBORSIDE BOULEVARD
29008525	2/4/3935	Harborside Rink	0 HARBORSIDE BOULEVARD
29008525	2/4/2949/999	7 Pierce Place	7 PIERCE PLACE
10062845	2/4/2949	7 Pierce Place	7 PIERCE PLACE
10062845	2/4/3901	Pierce Place	0 NARRAGANSETT BOULEVARD

THE CITY OF CRANSTON

ORDINANCE OF THE CITY COUNCIL
RATIFYING SCHOOL COMMITTEE'S COLLECTIVE BARGAINING
EXTENSION AGREEMENT WITH THE NATIONAL ASSOCIATION OF
GOVERNMENT EMPLOYEES (NAGE) LOCAL RI-153
(Custodians)

No.

Passed:

Anthony J. Lupino, Council President

Approved:

Allan W. Fung, Mayor

It is ordained by the City Council of the City of Cranston as follows:

Section 1. The Cranston School Committee having bargained collectively with
the National Association of Government Employees (NAGE) behalf of Local RI-153,
which is the certified bargaining representative of Local RI-153 as set forth in the
attached contract;

Section 2., The School Committee posted a copy of the proposed contract and
made public by posting it on its website on March 13, 2012 in accordance with Section
11.02.1 of the Cranston Home Rule Charter as amended on (November 2, 2010 and
certified on November 9, 2010) at least 72 hours notice prior to the public hearing on
March 19, 2012 at which time the School Committee voted to approve the attached
agreement.

Section 3. That the Collective Bargaining Agreement and the Extension
Agreement in writing between the School Committee and Local RI-153, copies of which
are attached hereto are hereby ratified, confirmed and approved by the City Council.

Section 4. Any additional agreements, letters of understanding, contract
addendums or modifications during the life of this collective bargaining agreement
between the parties must be ratified by the City Council and comply with Charter sec.
11.02.1

Section 5. This Ordinance shall take effect upon its final adoption.

Positive Endorsement Negative Endorsement (attach reasons)
Christopher M. Rawson, Solicitor Date Christopher M. Rawson, Solicitor Date

Introduced pursuant to: Charter Sec. 11.02.1
Referred to Finance Committee April 12, 2012

3/21/12

EXTENSION AGREEMENT

The CRANSTON SCHOOL COMMITTEE (hereinafter referred to as "COMMITTEE") and the NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES (NAGE), Local RI-153 (hereinafter referred to as "LOCAL RI-153") resolve the current collective bargaining by modifying and extending the existing COLLECTIVE BARGAINING AGREEMENT (hereinafter referred to as the "AGREEMENT") that covered the term of July 1, 2008 through June 30, 2011 in the following manner:

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1. **TERM OF EXTENSION.** The AGREEMENT shall commence on July 1, 2011 and shall expire on June 30, 2014.
2. **SALARY SCHEDULE ADJUSTMENT.** The Salary Schedule shall be adjusted in an amount reflecting a fifteen (15%) percent reduction effective March 12, 2012 by deleting the salary provisions in the existing AGREEMENT and replacing the same with the attached Salary Schedule (Exhibit A), the terms of which are hereby incorporated by reference. Also, all steps are frozen as of the date of ratification of this Agreement by the Committee and Local RI-153 and shall remain frozen during the term of this Agreement.
3. **ARTICLE XI ENTITLED "HEALTH INSURANCE"** will be amended to provide that the health plan will be changed as set forth in Exhibit B, the terms of which are hereby incorporated by reference, and all Bargaining Unit members shall be responsible for a twenty (20%) percent cost share effective March 12, 2012. The dental insurance plan shall remain the same. However, all Bargaining Unit members shall be responsible for twenty (20%) percent cost share based upon their plan effective March 12, 2012. The plan design changes and deductible for the health plan will go into effect when processed by Blue Cross which should take approximately 6 - 8 weeks following the ratification of this Agreement by the Committee and Local RI-153. This paragraph supersedes anything set forth in the Collective Bargaining Agreement which expired on June 30, 2011, and any conflicts will be decided in favor of the provisions of this Agreement.
4. **HOLIDAYS.** For the term of this Agreement, the holiday schedule as set forth in Article IV shall be adjusted to reflect that two (2) holidays shall be eliminated for the period from March 1, 2012 to June 30, 2012 and that four (4) holidays shall be eliminated for the contract years 2012-2013 and 2013-2014.
5. **LEAVE PROVISIONS.** Article VI Leave Provisions shall be amended so that

members of the bargaining unit shall accrue only one (1) day of sick leave per month for each month during which bargaining unit members work more than eighty-five (85%) percent of the work days of the month. Accrued sick days/sick banks for all bargaining unit members shall be frozen effective March 1, 2012 as set forth in Exhibit C dated February 28, 2012, the terms of which are hereby incorporated by reference, and no unused sick days shall be allowed to accumulate or be added to the sick bank during the term of this AGREEMENT for purposes of the payout to bargaining unit members who have worked for the Cranston Public Schools for ten (10) years or more upon their retirement from the Cranston Public Schools. In the event that any bargaining unit member has accrued and exhausted twelve (12) days of sick leave in a contract year, and only in that event, that member will be allowed to access any sick days that he has accumulated. Notwithstanding the above, bargaining unit members may accrue up to five (5) days of unused sick time, but as stated above, this will not be counted as part of the payout upon their qualifying requirement.

6. **ARTICLE XII (G) ENTITLED GENERAL LONGEVITY.** No bargaining unit member shall be entitled to longevity pay for the contract years of 2012-2013 and 2013-2014.
7. **PENSION.** Any Cranston School Department employee members of Local RI-153, hired after June 30, 2012, shall be enrolled in a defined contribution plan (i.e. a 401A plan or equivalent thereof), established by the Cranston School Department and shall not be a member of the retirement system established by R.I.G.L. 45-21-1, et seq. entitled Retirement of Municipal Employees, and Local RI-153 agrees to provide written approval of withdrawal by the Cranston School Department of this group from the Municipal Employees Retirement System as set forth in §45-21-5 of the Rhode Island General Laws and to further cooperate and provide anything else required to effectuate the withdrawal.
8. **PRIVATIZATION.** The parties agree that the Committee will not privatize custodial services during the term of the Contract.
9. **EFFECT ON OTHER AGREEMENT PROVISIONS.** All other terms and conditions of the existing AGREEMENT not specifically modified in this EXTENSION AGREEMENT shall remain in full force and effect during the extension term running through June 30, 2014. All agreed upon changes and modifications to the existing AGREEMENT are incorporated into this EXTENSION AGREEMENT and there are no other understandings, representations or promises between the parties.
10. **RATIFICATION.** This EXTENSION AGREEMENT has been negotiated in good faith by the bargaining negotiation representatives of both the

COMMITTEE and the LOCAL RI-153 and is subject to ratification by the COMMITTEE, the CRANSTON CITY COUNCIL, and by members of LOCAL RI-153. The parties hereto agree to convene their respective constituencies as soon as practicable for the purpose of ratifying the EXTENSION AGREEMENT.

IN WITNESS WHEREOF, the parties set their hands and seals this 16th day of March, 2012.

CRANSTON SCHOOL COMMITTEE

NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES (NAGE), Local RI-153

By: Andrea M. Iannuzzi Chairperson
Andrea M. Iannuzzi
Chairperson

By: Raymond Soccio
Raymond Soccio, President

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11-4481\Extension Agreement 3.15.12 (formerly 2.22.12).wpd

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APPENDIX A

SALARY SCHEDULE

High School Forman / Utility Forman

Step	11-12	12-13	13-14
1.	16.87	14.34	14.34
2.	17.43	14.82	14.82
3.	17.93	15.24	15.24
4.	18.50	15.73	15.73
5.	19.01	16.16	16.16
6.	19.64	16.69	16.69
7.	19.95	16.96	16.96
8.	20.26	17.22	17.22
9.	20.57	17.48	17.48

SALARY SCHEDULE

Middle School Forman

Step	11-12	12-13	13-14
1.	15.80	13.43	13.43
2.	16.39	13.93	13.93
3.	16.96	14.42	14.42
4.	17.31	14.71	14.71
5.	17.98	15.28	15.28
6.	18.54	15.76	15.76
7.	18.85	16.02	16.02
8.	19.16	16.29	16.29
9.	19.47	16.55	16.55

SALARY SCHEDULE

Senior Custodian / Utility Crew / Stockroom

Step	11-12	12-13	13-14
1.	15.09	12.83	12.83
2.	15.67	13.32	13.32
3.	16.20	13.77	13.77
4.	16.78	14.26	14.26
5.	17.28	14.69	14.69
6.	17.83	15.16	15.16
7.	18.14	15.42	15.42
8.	18.45	15.68	15.68
9.	18.76	15.95	15.95

SALARY SCHEDULE

Custodian

Step	11-12	12-13	13-14
1.	14.23	12.10	12.10
2.	14.82	12.60	12.60
3.	15.37	13.06	13.06
4.	15.86	13.48	13.48
5.	16.46	13.99	13.99
6.	16.99	14.44	14.44
7.	17.30	14.71	14.71
8.	17.61	14.97	14.97
9.	17.92	15.23	15.23

SALARY SCHEDULE

4 Hour Part Time Custodian

Step	11-12	12-13	13-14	
1.	10.98	9.33	9.33	
2.	11.73	9.97	9.97	

SALARY SCHEDULE

5 Hour Part Time Custodian

Step	11-12	12-13	13-14	
1.	10.98	9.33	9.33	
2.	11.73	9.97	9.97	

EXHIBIT "B"BENEFIT/COVERAGE SUMMARY
OF STANDARD PPO PLAN

(More specific benefits/coverage is set forth under the Subscriber Agreement in effect during the life of the Contract)

COVERAGE GUIDELINES:

Blue Cross Healthmate Coast to Coast Co-Insurance Plan 100% in network and 80% out of network with a \$500 deductible.

HOSPITAL COVERAGE:

- * Unlimited days of care (includes medical/surgical and inpatient mental health care)
- * Semi-private room
- * Emergency room care (no authorization required)
- * \$100 emergency room care co-payment (waived if admitted)

SURGICAL/MEDICAL COVERAGE:

- * \$25 chiropractic visit co-payment (12 visits)
- * Durable medical equipment (80% coverage; no dollar maximum)
- * Diagnostic tests, lab & x-ray coverage including mammograms & pap tests
- * Office visit coverage
- * Inpatient/outpatient surgery, anesthesia coverage
- * Maternity care
- * \$25 office visit co-payment per individual session for outpatient behavioral health/chemical dependency utilization; included doctor, nurse, home health aide visits and home infusion* \$25 office visit co-payment per group session for outpatient behavioral health/chemical dependency
- * \$15 primary care office visit co-payment
- * \$25 office visit co-payment for allergy & dermatology

- * \$50 office visit for urgent care
- * Injectable prescription drugs covered
- * 80% coverage to major medical-like benefits when packaged with preferred Rx opt 2 home infusion, home care, prosthetic, DME, PDN, cardiac rehabilitation, ambulance, prof. ther., inj., oxy, supplies, submitted injectable

PREVENTATIVE CARE:

- * Mammograms
- * Pap tests
- * Well baby care - \$15 co-payment per visit, then \$100 coverage up to allowance

PRESCRIPTIONS:

- * \$7 (generic drugs), \$30 (Formulary), and \$50 (Non-Formulary).

MISCELLANEOUS BENEFITS:

- * Student coverage to age 26
- * No lifetime maximum
- * 80% coverage for outpatient labs and x-rays from a hospital non-network provider
- * Mandatory organ transplant coverage: 100% coverage for eligible costs associated with kidney, cornea, allogeneic bone marrow, heart, lung, and liver, pancreas, and small intestine transplants.
- * Radiation therapy services paid in full (non-network 80% after deductible)
- * Managed benefits program: authorization is obtained from providers who participate directly with the healthcare carrier; members responsible for obtaining preauthorization when using the health care carrier's PPO providers who do not participate directly with the healthcare carrier or from non-network providers

- * Routine eye exams: \$25 co-payment – one routine exam per year at network providers (medically necessary exams as needed); reimbursed at the health care carrier's allowance minus a \$25 co-payment at non-participating optometrists/ophthalmologists; 80% after deductible for non-participating routine exams only
- * Outpatient chemical dependency: limited to 30 hours per member, per calendar year for facility based or office based counseling
- * Physical, speech & occupational therapy – outpatient: 100% coverage after a hospital stay in the outpatient department; 80% coverage in a provider's office
- * Private duty nursing & ambulance: 80% coverage
- * Municipal ground ambulance: reimbursement based on healthcare carrier's allowance and subject to any applicable co-payment, co-insurance and/or deductibles; members responsible for balances over the healthcare carrier's allowance when using non-participating municipal ambulance companies
- * Air and water ambulance: reimbursement based on the healthcare carrier's allowance and subject to any applicable co-payment, co-insurance, and/or deductibles; maximum benefit of \$3,000 per occurrence applies; members responsible for any charges exceeding \$3,000 maximum
- * Home & hospice care: 100% coverage in lieu of hospice therapy; non-network 80% after deductible
- * Dependent coverage: spouse and unmarried children though the year in which they turn age twenty-six (26).
- * Inpatient chemical dependency: Detox - up to five (5) admissions or 30 days in any calendar year, whichever comes first; rehab – hospital or community residential care services for chemical dependency treatment covered up to 30 days in any calendar year; outpatient – up to 30 visits per member, per calendar year; mental health – medication visits are unlimited

Unused Benefits As Of Date: 02/28/2012

Emp ID	Full Name	Type	Hired	Location	F/R	STP	UAC	PER	RAA
3628	Abbondanza, Giuseppe	Custodian	12/16/2003	Cr. East	True	166.00	0.00	1.00	1.00
2805	Ailen, Thomas H	Custodian	09/18/2001	Park View	True	21.00	3.00	0.00	2.00
1195	Almonte, Richard	Custodian	08/18/1998	Stadium	True	39.50	6.00	1.00	1.00
670	Amore, Michael	Custodian	11/03/1997	Oak Lawn	True	147.50	2.00	1.00	1.50
753	Angell, Thomas	Custodian	05/19/1987	Western Hills	True	42.00	8.50	0.50	1.00
2258	Antonetti, Roseann	Custodian	08/27/2009	Stadium	False	0.00	10.00	0.00	2.00
5633	Apostolico, Joseph D	Custodian	02/14/2012	Rhodes	False	0.00	0.00	0.00	0.00
645	Balasco, Charles	Custodian	10/11/1994	Arlington	True	116.50	0.00	1.00	2.00
1066	Barbier, William	Custodian	07/02/1990	Bain	True	171.00	9.00	0.00	2.00
655	Bazor, David	Custodian	07/01/1980	Utility	True	37.50	5.00	1.00	2.00
155	Bevilacqua, Richard J	Custodian	02/21/1989	Western Hills	True	10.50	4.00	0.00	2.00
713	Bouwn, Joseph	Custodian	10/20/1987	Cr. West	True	14.00	0.00	1.00	2.00
3423	Bouwn, Yvonne V	Custodian	07/01/2003	Bain	True	18.00	0.00	1.00	2.00
4921	Breedon, Rick E	Custodian	02/26/2009	Cr. West	True	26.50	1.00	0.00	2.00
4062	Burley, Michael J	Custodian	03/22/2005	Bain	True	136.50	0.00	1.00	2.00
2625	Burnett, John T	Custodian	02/13/2001	Cr. East	True	100.00	0.00	1.00	1.00
4433	Burnett, Joseph E	Custodian	05/16/2006	Gladstone	True	29.00	0.00	1.00	2.00
5474	Caniglia, Jonathan	Custodian	11/03/2010	Eden Park	False	32.00	0.00	0.00	2.00
1349	Carbone, John	Custodian	12/16/1985	Utility	True	0.00	9.00	1.00	2.00
2455	Cardill, Raymond	Custodian	11/21/2000	Cr. East	True	11.50	0.00	0.00	0.50
563	Cardillo, Mario	Custodian	05/04/1990	Barrows	True	40.00	2.00	1.00	2.00
2090	Carroll, James	Custodian	12/02/1992	Cr. East	True	157.50	0.00	1.00	2.00
1084	Carvalho, John	Custodian	05/19/1987	Peters	True	0.00	13.00	1.00	2.00
1140	Casale, Raymond	Custodian	02/24/1997	Glen Hills	True	108.00	4.00	1.00	0.00
1436	Casey, Scott P	Custodian	07/01/2003	Bain	True	26.00	5.00	0.00	2.00
2944	Cavanaugh, Stephen G	Custodian	02/25/2002	Cr. West	True	49.50	5.00	1.00	2.00
1397	Cox, Phillip	Custodian	06/07/1994	Hope Highlands	True	168.00	9.00	1.00	0.00
5499	Creighton, Scott K	Custodian	02/15/2011	Waterman	False	18.00	0.00	0.00	2.00
903	Cricco, Rocco	Custodian	08/24/1992	Cr. West	True	170.00	0.00	1.00	2.00
764	Dall, Steven	Custodian	06/19/1979	Utility	True	169.00	5.00	0.00	2.00
1733	DellCarpine, Carmine	Custodian	08/22/1984	Cr. West	True	127.50	4.00	0.00	2.00
1722	DeLuca, Domenica	Custodian	12/15/1986	Cr. East	True	172.00	20.00	1.00	2.00
5216	Dermo, Jr., Peter R	Custodian	09/22/2009	Charter	False	56.00	0.00	0.00	2.00
350	Diner, Michael	Custodian	01/09/1996	Sanders Alternative	True	41.00	4.00	1.00	0.50
361	Doyle, Mark	Custodian	02/06/1989	Eden Park	True	92.50	5.00	1.00	2.00
2846	Everett, Steven F	Custodian	09/18/2001	Cr. West	True	86.00	3.00	1.00	2.00
1072	Fabrizio, Antonio	Custodian	11/05/1990	Cr. East	True	160.00	5.00	1.00	1.00
1117	Fagnant, Brian	Custodian	07/19/1988	Orchard Farms	True	48.50	0.00	0.00	0.00
5319	Ferr, Brian A	Custodian	05/28/2010	Gladstone	True	32.50	0.00	0.00	2.00
608	Findlay, Mylan	Custodian	09/01/1997	Park View	True	107.50	5.00	1.00	1.00
520	Fullerton, Albert	Custodian	05/09/1988	Stone Hill	True	170.00	9.00	1.00	2.00
1331	Gelsomino, Michael	Custodian	10/17/1995	Rhodes	True	164.00	9.00	1.00	1.00
2967	Gesterling, William	Custodian	04/09/2002	Cr. East	True	166.50	0.00	1.00	2.00
176	Gordon, Kevin	Custodian	09/16/2003	Western Hills	True	27.50	4.00	1.00	2.00
2269	Gordon, Matthew	Custodian	03/12/2000	Dutemple	True	152.00	0.00	1.00	2.00
5320	Guilmette, Richard M	Custodian	05/28/2010	Edgewood Highland	False	38.00	4.00	0.00	2.00
5233	Higham, Randy	Custodian	10/27/2009	Park View	True	43.00	3.00	1.00	1.00
5184	Houlihan, Richard	Custodian	09/22/2009	Peters	False	38.00	0.00	0.00	2.00
1543	Howcroft, Michael	Custodian	07/19/1994	Hope Highlands	True	36.50	0.00	1.00	1.00
1766	Johnson, Alfred	Custodian	01/18/1989	Charter	True	151.50	3.00	0.00	2.00
785	Kettle, Kelvin	Custodian	09/22/1980	Hope Highlands	True	169.00	9.00	1.00	2.00
1156	Kirkconnell, Gordon	Custodian	07/25/1988	Park View	True	169.00	6.00	1.00	2.00

Emp#	Full Name	Type	Hired	Location	REG	SUB	VAB	PER	FAM
1845	Lataille, Frederick	Custodian	12/16/1985	Utility	True	27.00	9.00	0.00	1.00
1843	Lataille, Roland	Custodian	07/21/1987	Gladstone	True	10.00	14.00	0.00	0.00
1844	Lemonde, Roland	Custodian	05/09/1994	Cr. East	True	163.00	6.00	0.50	2.00
5580	Lotz, Kenneth R	Custodian	11/22/2011	Glen Hills	False	2.00	0.00	0.00	0.00
5235	Mancuso, Justin	Custodian	03/23/2010	Dutemple	False	26.00	0.00	0.00	2.00
1490	Marcello, Luigi J	Custodian	07/31/1995	Cr. East	True	30.00	0.00	9.00	2.00
223	Marrocco, Anna	Custodian	01/02/1990	Bain	True	158.00	0.00	1.00	2.00
4441	Martini, Christopher	Custodian	12/19/2006	Park View	True	79.00	0.00	0.00	1.00
5151	McCormick, Charles T	Custodian	05/19/2009	Cr. West	True	56.00	0.00	1.00	2.00
253	McGowan, Catherine	Custodian	03/15/1993	Western Hills	True	45.50	6.00	1.00	0.00
4344	McHugh, John	Custodian	12/13/2005	Briggs	True	30.50	0.00	1.00	1.00
331	Melone, Joseph	Custodian	02/22/1982	Utility	True	127.50	5.00	1.00	2.00
1854	Melvin, Robert	Custodian	08/29/1988	Utility	True	169.00	0.00	1.00	2.00
1092	Monroe, Cathleen	Custodian	07/02/1990	Briggs	True	15.00	13.00	1.00	2.00
4343	Moreau, Charles	Custodian	12/13/2005	Cr. East	True	102.00	0.00	1.00	2.00
696	Moynihan, Michael	Custodian	10/21/1991	Waterman	True	68.00	5.00	0.00	2.00
683	Mucco, Mario	Custodian	11/22/1991	Utility	True	0.00	1.00	0.00	1.00
1136	Nardolillo, Giacinto	Custodian	11/03/1997	Western Hills	True	164.00	0.00	0.00	0.00
1888	Nicolace, Michael	Custodian	08/06/1990	Cr. West	True	151.50	0.00	1.00	2.00
1768	Onanian, Edward	Custodian	07/17/1984	Woodridge	True	110.00	7.00	0.00	2.00
168	Pagllarini, Joseph	Custodian	07/06/1993	Bain	True	169.50	4.00	1.00	2.00
5328	Parris, Sr., Robert J	Custodian	05/28/2010	Rhodes	True	15.50	0.00	0.00	0.00
2241	Pirelli, Jonathym A	Custodian	06/15/2010	Edgewood Highland	False	5.00	0.00	0.00	2.00
733	Pisaturo, Carmine	Custodian	06/16/1987	Horton	True	113.50	0.00	1.00	2.00
4285	Pontarelli, Donald	Custodian	11/15/2005	Barrows	False	37.00	0.00	0.00	2.00
270	Rampone, Michael	Custodian	09/29/1975	Hope Highlands	True	-2.00	4.50	1.00	2.00
4067	Razza, David G	Custodian	03/22/2005	Park View	True	24.00	0.00	1.00	2.00
4488	Riley, Kenneth	Custodian	02/26/2008	Arlington	True	10.00	10.00	0.00	2.00
5496	Rojas, Eliseo	Custodian	02/15/2011	Stadlum	False	8.00	0.00	0.00	0.00
1410	Root, Ronald	Custodian	10/23/1989	Garden City	True	46.00	9.00	1.00	2.00
3665	Rossi, Duane	Custodian	02/10/2004	Gladstone	True	0.00	12.00	1.00	2.00
5467	Russell, William T	Custodian	09/20/2011	Garden City	False	5.00	0.00	0.00	0.00
3475	Salisbury, Stephen A	Custodian	07/31/2003	Hope Highlands	True	141.00	0.00	0.00	2.00
4437	Schlappa, Elena	Custodian	06/26/2006	Stone Hill	False	60.00	0.00	0.00	2.00
552	Sears, Ronald	Custodian	12/19/1994	Cr. West	True	8.00	0.00	1.00	1.00
2235	Sepe, Barry	Custodian	12/17/2002	Western Hills	True	0.00	0.00	0.00	2.00
1400	Socdo, Raymond	Custodian	01/18/1989	Peters	True	168.00	0.00	0.00	0.00
1522	Sousa, Frank	Custodian	10/02/1996	Gladstone	True	21.00	0.00	1.00	2.00
1453	Spikes, Timothy	Custodian	11/03/1997	Western Hills	True	109.50	5.00	1.00	2.00
5150	Stackhouse, Tony	Custodian	05/19/2009	Park View	True	54.00	0.00	0.00	2.00
709	Stadelbauer, Bruce	Custodian	08/22/1994	Oak Lawn	True	169.00	4.00	1.00	2.00
276	Venditti, Antonio	Custodian	06/16/1987	Orchard Farms	True	170.00	9.00	1.00	1.00
5579	Webster, Jr., Kevin A	Custodian	11/22/2011	Woodridge	False	3.00	0.00	0.00	0.00
3161	Webster, Kevin	Custodian	02/14/2003	Cr. West	True	57.50	0.00	0.00	2.00
3784	Wentzel, Nathan	Custodian	07/20/2004	Cr. West	True	25.50	4.00	1.00	2.00

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CRANSTON
CITY OF RI

WORKING AGREEMENT

BETWEEN

LOCAL RI - 153

AND THE

CRANSTON SCHOOL COMMITTEE

JULY 1, 2008 TO JUNE 30, 2011

CRANSTON SCHOOL COMMITTEE

Michael A. Traficante, Chairperson
Andrea M. Iannazzi, Clerk
Stephanie Culhane
Frank S. Lombardi
Paula McFarland
Janice Ruggieri
Steven A. Stycos

NEGOTIATIONS COMMITTEE

M. Richard Scherza, Superintendent
Peter Nero, Assistant Superintendent
Raymond L. Votto, Jr., Chief Operating Officer
Joseph A. Balducci, Chief Financial Officer
Joel Zisseron, Director of Transportation / Plant Operations

NEGOTIATIONS COMMITTEE / NAGE – Local RI 153

Paul Saccoccia, National Representative
John Carbone, President
Steven Dail
Raymond Soccio
Fred Lataille

AGREEMENT

PREAMBLE

This Agreement entered into by the Cranston School Committee and the National Association of Government Employees (NAGE), Local RI – 153, Cranston Public School Employees, hereinafter referred to as the Union, has as its purpose the promotion of harmony between the School Committee and the Union.

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ARTICLE I**Recognition**

- A. The School Committee recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment for all employees in the bargaining unit.
- B. The bargaining unit shall consist of all custodians, stockroom personnel, utility crew of the Cranston Public Schools as defined in Title 28, Chapter 9.4. Section 2 of the General Laws of Rhode Island 1956, as amended.
- C. The word, employee shall be limited to those persons in the above classifications who are regularly employed sixteen (16) or more hours per week by the Cranston Public Schools, subject, however, to a ruling or decision by the Rhode Island State Labor Relations Board or by a court of competent jurisdiction that employees who work less than sixteen (16) hours per week are regular employees. In that event, such a ruling or decision shall determine which employees are within the appropriate unit and all benefits and obligations of this agreement shall thereupon apply to them.

ARTICLE II**Dues Deductions/Union Security**

- A. The Committee agrees to the continuance of a union check off system whereby union dues and /or union service charges will be withheld from the employee's salary. Such withholdings to be transmitted at intervals of no greater length than thirty-one (31) days to the treasurer of the National Association of Government (NAGE), 159 Burgin Parkway, Quincy, Massachusetts, 02169, and accompanied by a list of employees paid.
- B. All employees covered by this agreement and who are members of the Union on the effective date of this agreement shall remain members of the Union in good standing for the life of the agreement.
- C. All employees covered by this agreement who have not or do not make application for membership shall have deducted from their salaries each pay period a service charge as a contribution towards the administration of this agreement in an amount equal to regular dues. This service charge along with all dues collected shall be remitted to the Union as specified above.

ARTICLE III**Hours of Work Standard Schedule**

All full-time positions shall consist of five (5) consecutive days, eight (8) hours a day, in any regular work week.

Work shifts will be determined by the Cranston Public Schools as needed by building demands.

- A. Shifts shall be as follows:
- | | |
|------------------------|---------------------------|
| 6:30 A.M. - 3:00 P.M. | 1/2 hour lunch - not paid |
| 7:00 A.M. - 3:30 P.M. | 1/2 hour lunch - not paid |
| 7:00 A.M. - 4:00 P.M. | 1 hour lunch - not paid |
| 7:30 A.M. - 4:00 P.M. | 1/2 hour lunch - not paid |
| 7:30 A.M. - 4:30 P.M. | 1 hour lunch - not paid |
| 10:00 A.M. - 6:00 P.M. | 1/2 hour lunch - included |
| 1:00 P.M. - 9:00 P.M. | 1/2 hour lunch - included |
| 3:00 P.M. - 11:00 P.M. | 1/2 hour lunch - included |
- Any change or additional shifts shall take place after notifying the Union President.
- B. When a member of the Utility Crew is assigned to cover a building, the assignment shall not exceed two (2) weeks.

ARTICLE IV

HOLIDAY AND OVERTIME

- A. (1) The following shall be paid holidays for custodians, stockroom personnel and utility crews:
- | | |
|--|--|
| New Year's Day | Labor Day |
| Presidents' Day | Columbus Day |
| Good Friday | Veteran's Day |
| Memorial Day | Thanksgiving Day |
| Fourth of July | Christmas Day |
| Victory Day | Martin Luther King Day |
| Day after Thanksgiving | Election Day (when schools are closed) |
| Jewish Holy Days (when they fall on a regular work day only) | |
- (2) If the work force is released early the day before Christmas, all members shall be released one-half (1/2) hour later, at no loss of pay.
- B. In order to be eligible for compensation for any of the above holidays, the custodian, stockroom personnel, utility crew, must have worked the last regular work day preceding the holiday and the day following the holiday.
- Notwithstanding the above, the compensation for a holiday shall be made to an employee who has been known to be ill over a two-week period of time, including the days surrounding the holiday.
- C. When an employee is required to work on his holiday, he/she shall be paid at the rate of double time for all hours worked in addition to being paid his/her holiday pay.
- D. The rate for overtime work, either before or after the regular work day period, required by the School Department, shall be time and one-half the regular hourly rate, except for overtime work on Sundays which shall be at double the regular hourly rate. Snow Removal shall be at the rate of double time when:
- School is closed
 - Saturdays and Sundays
- E. (1) In the event a Senior Custodian or Foreman is called back due to open windows, break-ins, or alarm problems, a minimum of three (3) hours at a rate of time and one-half hours to be given as compensatory time or overtime payment. Earned compensatory time for Senior Custodians or Foreman to be taken upon agreement with the Director of Plant Operations.
- (2) All records for compensatory time shall be kept by the Plant Operations Secretary.

- F. Overtime must receive the prior approval of the Director of Plant Operations for all employees.
- G. Whenever a holiday falls on an employee's scheduled day off, the employee shall have the option to either receive holiday pay or receive a day off in lieu of the pay for that day. However, the option selected by the employee must be known to the Director of Plant Operations no later than seven (7) days prior to the holiday in question. The granting of a day off shall not be denied unless the requested day off will cause a manpower shortage.
- H. Whenever a paid holiday falls during the employee's vacation, the employee shall have the option to either receive holiday pay or receive a day off in lieu of the pay for that day. However, the option selected by the employee must be known to the Director of Plant Operations no later than seven (7) days prior to the holiday in question. The granting of a day off shall not be denied unless the requested day off will cause a manpower shortage.
- I. Whenever a holiday falls during a period of sick leave of three (3) days or more, the employee, shall be granted holiday pay for that day, but shall not also receive sick leave pay.
- J. **Special Events**
1. Special events shall be defined as an activity taking place before or after the normal work day or shift. Assignment of the custodian(s) shall be by seniority in the building first, utility crew second, snow removal and then others who may be interested. The Director of Plant Operations shall determine the number of custodians to be assigned to the event.
 - a) A list shall be established at the beginning of the school year by seniority for any custodian interested in snow removal.
 - b) The list established in Section K.1A shall be used when additional employees are needed over and above K.1.
 - c) All overtime for the utility crew shall be by rotation and seniority
 2. The building shall be opened at a time determined by the Director of Plant Operations.
 3. At the conclusion of the event, the custodian will ensure that the facility is acceptable for use the following day.
 4. The custodian shall assist the group and remain in the area of the activity and visible, unless otherwise requested, in case of additional assistance.
 5. The rate for special events which occur on Sundays and holidays will be computed at double time.

6. Any employee of Nage Local 153 who works a special event that takes place before or after the normal workday shall be compensated at the rate of time and one-half (1 ½) except for an employee who works on a Sunday. The employee will be compensated at the rate of double time for working on a Sunday. Any employee who works a special event will be compensated a minimum of three (3) hours whether the event is finished earlier than the three (3) hours.
- K. 1. When a school maintains a custodial staff of three (3) or more, overtime shall be determined by the following:
 - A. Day shift custodians shall work week night events.
 - B. Night shift custodians shall work weekend events.
 2. The foreman shall post a list by seniority for rotation purposes. Events during the summer shall be assigned by seniority for rotation purposes.
 3. School vacations shall be assigned as stated above in Section 1.
 4. At the discretion of the Director of Plant Operations, the foreman may be assigned to any event.
 5. If a custodian is by-passed in rotating in any of the above procedures, the remedy will be to give the custodian the next available assignment, at the appropriate overtime rate.

ARTICLE V Vacations

A. Vacations - Custodians, Stockroom Personnel, Utility Crew

1. All custodians, stockroom personnel, and utility crew with one year of continuous service prior to June 1 shall be entitled to two (2) weeks vacation to be taken during the School recesses and August. After five (5) years of continuous service, one day shall be added for each year of additional service up to fifteen (15)-years.
2. Those custodians, stockroom personnel, and utility crew members who have completed six (6) months or more of continuous service, but less than one year, prior to June 1, shall be entitled to one week of vacation.

3. The above-named employees with completed service of less than six (6) months as of June 1, shall be entitled to no vacation.
4. All vacation date requests shall be approved and by the Plant Operation's Office.
5. Maximum vacation entitlement after fifteen (15) years of continuous service shall be twenty (20) days.

ARTICLE VI

Leave Provisions

- A. Sick Leave
1. All regularly appointed full-time custodians, stockroom personnel, utility crew, shall earn sick leave at the rate of two (2) days per month for each month during which they work more than eighty-five (85) percent of the work days of the month. The maximum cumulative accrual shall be one hundred seventy (170) days.
 2. In case of absence due to personal illness in excess of three (3) consecutive days, a certification from a physician stating the nature of the illness may be required. The medical certificate will have the nature of the illness, next scheduled evaluation and tentative return date.
 3. Regularly appointed part-time custodians shall earn sick leave at the rate of two (2) days per month during which they work more than eighty-five (85) percent of the work days of the month. The maximum cumulative accrual shall not exceed sixty (60) days.
 4. When an employee becomes ill on the job, the employee may choose to take sick leave or be docked for the time not worked. Disciplinary action will not be taken against the employee in these circumstances unless determined to be abusive.
 5. Employees who have worked ten (10) years or more upon retiring from the Cranston Public Schools shall receive compensation for sick days they have accumulated at a rate of ten (\$10.00) per day.

6. Employees' cumulative accrual sick time shall be sent to all members no later than October of each year.
7. All custodians who have used four (4) or less sick days from July 1 through June 30th may exercise the option of receiving two (2) days pay, provided that if the option is exercised, the employee would accrue an annual maximum of three (3) days less than they would have accrued for that year.
8. All custodians who have not used any sick days from July through June 30th shall be given (3) three days pay, without any decrease of accrued time.

B. Bereavement Leave

1. In case of death in the immediate family (father, mother, sister, brother, son, daughter, spouse, or other persons living in the immediate house-hold) a custodian, stockroom personnel, utility crew, may be absent for a period of mourning including the day of burial not to exceed five (5) calendar days.
2. In the case of the death of the grandmother, grandfather, father-in-law, mother-in-law or grandchildren, the employees, may be absent for the period of mourning including the day of the burial, not to exceed three (3) calendar days. An additional two (2) days of absence, without compensation, may be approved by the Executive Director of Human Resources when requested by the employee as being necessary.
3. In the case of the death of a son-in-law, daughter-in-law sister-in-law, or brother-in-law, the employees may be absent for the period of mourning including the day of burial, not to exceed three (3) calendar days. An additional two (2) days of absence, without compensation may be approved by the Executive Director of Human Resources when requested by the employee as being necessary.
4. In the case of the death of relatives by blood or marriage not listed in 1 through 3 above, employees will be allowed the day of the funeral without loss of pay.

C. Maternity Leave

1. Maternity leave, without compensation or benefits, shall be granted by the Committee upon recommendation of the Superintendent for a period not to exceed one year. Written request for such leave must be made no less than sixty (60) days prior to the date the leave is to begin.

2. Request for maternity leave without compensation must be accompanied by a physician's statement establishing the expected date of confinement and the date through which the employee may be physically able to fulfill all the requirements of her position,
3. Maternity leave shall expire at the end of the period for which the leave was granted. If a request to return from leave under this section is not made prior to the expiration of the leave period, the employee shall be considered to have terminated their employment.
4. Employees may exercise the provisions of paragraph A of this article in cases of pregnancy.
5. When paragraph A is opted, the employee must work up to the time of disability and return at the time the disability no longer exists, exactly as with any other illness or disability which may cause an employee to be absent.
6. Employees must select only one option in case of pregnancy; the long-term, non-paid leave with a one year maximum, or the sick leave option which will generally be for the required period of confinement as established by medical data.
7. The administration may require employees to submit to a physical examination conducted by a physician selected by the administration when paragraph A of this article is being exercised.

D. Military Leave

1. The committee will grant a leave of absence for limited military training to an employee covered under this agreement who is an active member of a reserve component of the Armed Forces, of the United States.
2. The length of the military leave for training will not exceed the standards established by Federal Regulations for training activities required of the employee for the maintaining of creditable standing in the reserve component of the Armed Forces.
3. Any employee covered under this Agreement who is required to participate in activities relating to membership in a military reserve unit shall be granted military leave with pay equal to the difference between the amount the employee receives from said military unit and the amount the employee would ordinarily receive had the employee worked for the Cranston School System during said leave.

- E. **Union Representative Leave**
A leave of absence, without compensation, not to exceed five (5) days in any one-year period, shall be granted to two (2) elected officials of Local RI -153 to attend international, regional, or state conventions without reprimand.
- F. **Leave for Illness in the Family**
Leave of absence without compensation may be granted to members of the bargaining unit for a period of time not to exceed thirty (30) calendar days for illness in the immediate family (spouse, father, mother, daughter, son). The illness in the family shall be substantiated by medical certification at the time of the request for leave.
- There shall be no extension privileges of this leave and failure to return to work within the thirty (30) day leave period shall constitute a voluntary termination by the employee.
- Members may be granted two (2) days compensation for family illness. A certificate from a physician stating the nature of the illness shall be submitted with the request.
- G. **Personal Business Leave**
1. All employees listed in paragraph A, above, shall be entitled to personal day leave, with compensation, not to exceed one (1) day per year to conduct business which cannot be reasonably conducted outside the work day.
 2. Request for personal day leave must be submitted for approval to the Director of Plant Operations, as applicable, in writing five (5) calendar days prior to the day of leave.
 3. In the event of non-approval by the Director of Plant Operations, appeal may be taken to the Executive Director of Human Resources.
 4. The decision of the Executive Director of Human Resources will be final and not subject to the grievance procedure of this agreement.

ARTICLE VII

Promotions/Seniority

- A. All vacancies shall be sent to all buildings and published in the Superintendent's Bulletin and posted in all schools. A copy of the posting will be sent to Senior Custodians and Foreman, in a separate envelope to their attention. During the summer and vacation periods when the Superintendent's Bulletin is not published, announcement of all vacancies will be made via United States Postal Service to the home of the President of Local RI -153.

- B. All posted custodial vacancies shall be filled on the basis of the best qualified person available; provided, however, that where two or more candidates are substantially equal in qualifications, the applicant with the greatest seniority shall be given preference. The decision of the committee unless arbitrary, capricious, and without basis of fact shall be final. The bidding period for custodial vacancies shall be five (5) days following the announcement.
 - 1. Any employee interested in the posted position may apply in writing to the Chief Operating Officer within the five (5) day posting period. The posting shall be dated and indicate which school has the vacancy and time of shift and shall designate the last day on which applications will be accepted in the Human Resources Office.
 - a. Seniority shall commence the day following the closing of bid.
 - b. A change of pay rate shall commence when the employee is placed in the position which he/she gained through the bidding process.
 - c. If the employee is not placed in the position within twenty (20) working days, he/she shall be given the rate change.
 - d. Only bids filled out on the "Employee Bid Form" will be accepted in the Human Resources Office.
 - e. All bids must be in the Human Resources Office no later than 4:30 P.M. on the last day of the posting (except

later than 4:30 P.M. on the last day of the posting (except during school vacation, bids are closed at 3:30 P.M. and during the summer at 3 P.M.).

f. Employees who have submitted bids may withdraw their bids up to 4:30 P.M. (3:30 P.M. during school vacation and 3:00 P.M. during summer vacation) on the last day of posting otherwise all bids will be considered and the successful bidder must accept the position.

g. The Union President or his designee may review bids after the closing.

2. Employees governed by the terms and conditions of this collective bargaining agreement shall be permitted to exercise the provisions of this section (VII B) one time in a given school year (September through June). If an opening occurs after the school year has ended (after the last school day in June) and the employee has been in his/her present position for at least six (6) months, the employee may bid for the open position.

3. In the event the employee with the greater seniority is not selected to fill a posted vacancy, the Director of Plant Operations shall, at the option of the employee, meet with the employee and the President of Local RI -153 and shall state his reasons for the selection that was made. The decision of the Director of Plant Operations, regarding this paragraph, is subject to the grievance procedure.

4. Employees selected for assignment to positions under the terms of this article shall be required to successfully complete a 90-day trial period in the position.

During the trial period, a biweekly progress report will be made by the employee's supervisor, a copy of which shall be furnished to the employee, the Director of Plant Operations and the Chief Operating Officer.

5. In the event the employee is determined to be fulfilling the requirements of the position in a less than satisfactory manner as determined by the Director of Plant Operations, the following will take place:

a. The employee will be informed, in writing, as will the President of Local RI - 153, that he/she has been evaluated as being unsuited to fill the position.

b. The employee will be advised that he/she may apply for any vacant position that becomes available.

- c. The employee will be advised that he/she will be transferred to a vacant position providing there occurs no breach of any other bargaining unit members' seniority rights under this article.
- d. Any employee disqualified for a position after a trial period may seek review of that disqualification through the grievance procedure.
- C. Seniority shall be a prime consideration in respect to job security, layoffs, recalls, and vacation preference. Effective July, 1, 2005, the School Department agrees that if a building or a facility closes or if there is a reduction in the workforce due to a layoff that employs any full-time custodian, utility crew worker, or stock room personnel, a bumping system shall be utilized allowing the employee to bump the least senior employee within their classification.
- D. New employees shall be considered probationary employees for a period of three months from their date of hire with no rights or recourse to the grievance provisions for dismissal but will be subject to all other provisions of this agreement. Upon completion of a three-month period, the employee shall be placed on the seniority roster, and the effective date of seniority shall be the date of hire.
- E. Annual increases effective July 1, will be given to employees hired prior to January. An employee hired after January 1, shall remain on the step at the time of hire until the following year.
- F. Seniority shall be forfeited in the event that an employee is discharged for cause, or in the event that he/she terminates his employment voluntarily.
- G. The President will be given a seniority list by September 30th of each year. Upon receipt of the seniority list, the President will have thirty (30) days to question the seniority list. After thirty (30) days the list will be accepted and become the official list and will not be questioned or changed based upon previous seniority lists.

ARTICLE VIII

Dismissal

- A. Unauthorized absences, incompetence, insubordination, conduct unbecoming an employee of the Cranston Public Schools, or other acts which may be considered not to be or have been in the best interest of the school system shall be considered just cause

for dismissal.

1. For the purposes of administering this agreement incompetence is defined as the inability or unwillingness of the employee to perform assigned duties in a satisfactory manner and in the required work day.
 2. Insubordination is defined as the refusal of an employee to carry out the directions of a superior or to violate Cranston School Committee Policy related administrative regulations.
 3. Conduct unbecoming a school system employee may be defined as the flagrant act or acts of discourtesy to parents, student, or other employees of the school system. Conduct unbecoming a school System employee shall also be defined as any act by the employee that tends to cast aspersions on the public schools of Cranston.
- B. The exercise of the provisions of this article by the Administration may be made the subject of grievance.
- C. When a letter pertaining to discipline is sent out to any employee or a change of policy is posted in any building, a copy of the letter change will also be sent to the Local President at the same time.
- D. "WEINGARTEN RIGHTS" shall apply to all union members as follows.

If this discussion could in any way lead to my being disciplined or terminated, or affect my personal working conditions, I respectfully request my union representative, officer, or steward be present at the meeting. Without representation, I choose not to answer any questions.

ARTICLE IX Grievance and Arbitration Procedure

A. Grievance Defined

For the purpose of the agreement, the term "Grievance" means any difference or dispute between the employer or its agents and the Union or any of its agents and the Union or any of its members with respect to the interpretation, application, or violation of any of the provisions of this agreement. A Union grievance shall be filed at step two (2) of the grievance procedure.

B. First Step

Within five (5) working days from the date of the act or knowledge thereof, an employee shall submit his grievance in writing to his superior or Principal and the Grievance Committee. The signed grievance shall include: a) name and position of grievant; b) the date of occurrence of the grievance and the facts involved; c) the corrective action requested. A written decision shall be given by the superior or Principal within five (5) working days after receipt of grievance.

C. Second Step

The grievance shall be considered settled in accordance with the written decision rendered in the first step, unless the Union shall notify the Chief Operating Officer in writing within five (5) days after receipt of said written decision that it requests a meeting between the Grievance Committee of the Union and said Chief Operating Officer. Such meeting shall be scheduled within five (5) working days of such meeting.

D. Third Step

The grievance shall be considered settled in accordance with the written decision rendered in the second step, unless the Union shall notify the Superintendent in writing within five (5) working days after receipt of said written decision of the Chief Operating Officer that it requests a meeting between the Grievance Committee of the Union and the Superintendent. Such meeting shall be scheduled within ten (10) working days of such meeting.

E. Fourth Step

1. A grievance which is not resolved at the third step under the grievance procedure may be submitted by the Union to arbitration. The arbitration may be initiated by the Union by filing with the School Committee and the American Arbitration Association a notice of arbitration.
2. The notice shall be filed not later than ten (10) working days after receipt of a decision in writing from the third step of this grievance procedure,
3. Within ten (10) days of the receipt of the arbitration request by the committee, the committee and the union will agree upon a mutually acceptable arbitrator or, if unable to reach such agreement a request may be made to the American Arbitration Association by either party for a list of arbitrators.
4. The parties will be bound by the voluntary labor arbitration rules of the American Arbitration Association regardless of how the arbitrator is selected and will share equally the cost of the arbitration process.

5. The decision of the arbitrator shall be final and binding providing that the arbitrator shall not have the power to add to or subtract from or modify any of the terms of the agreement; and no appeal shall be taken except on the grounds that the decision was procured by fraud or that the arbitrator exceeded his authority.
6. All grievances shall be handled as quickly as practicable. The time limits specified on any level of this procedure may be extended in any specific instance by mutual agreement of the parties in writing.

F. Timely Grievances

Grievances which are not submitted within the said five (5) day period, or which are not appealed within the above-mentioned time limits shall be considered as waived and not entitled to further consideration unless the time is extended by mutual agreement of the parties. If the employer fails to answer a grievance on any step within the specified time limits, the Union may proceed to the next step of the grievance procedure. The Union agrees to screen grievances in order to prevent unnecessary grievances from consuming the time of the parties concerned!

- G. The Union agrees that it will not bring or continue any grievance which is similar to a grievance denied by the decision of the arbitrator; and the committee agrees that it will apply to similar situations the decision of an arbitrator sustaining a grievance.

ARTICLE X

No Strike - No Lockout

During the term of this agreement the Union agrees there shall be no lock out, strikes, walkouts, sit-ins, slowdowns or other interruptions, suspensions or cessations of work or any picketing or interference of any nature with the operations of the school department by the Union, or by any of its members or at its insistence for any reason whatsoever, or because of any matter in controversy or dispute between the Union, or any of its members and the employees, or between the Union or any of its members and the school department or between the school department and others: the school department agrees not to lock out union employees.

Employees who participate in any strike, or any other of said acts shall be considered to have voluntarily terminated and their names shall be dropped from the seniority lists.

ARTICLE XI
Health Insurance

- A. The Committee shall provide individual or family coverage for medical insurance, including a student rider to age 24. The Committee will have the option of offering multiple plans for all employees and applicable riders as outlined in plan dated July 1, 2008. The employee will be responsible for ten percent (10%) cost sharing based upon their plan. Any new employee hired as January 1, 2009 will be responsible for a ten percent (10%) cost share and in year 2010-2011 that cost share will increase to twelve percent (12%). Payments under this article shall be subject to section 125 of the IRS code.
- Office visits will increase from \$5.00 to \$15.00
Emergency Room deductible will increase from \$25.00 to \$50.00
Prescription rider will increase to \$5.00/\$15.00
- B. Thirty Days (30) after the Cranston Teachers' Alliance ratifies a new contract with the Committee the negotiated health\dental plan changes in the teacher contract will become part of this agreement (2008-2011),
- C. Printed application forms must be requested, completed, and submitted to the Human Resources Office in order to initiate the above coverage.
- D. The inclusive dates of the above health insurance coverage shall be subject to the membership regulations of the agency providing the insurance protection.
- E. Custodians who are employed for twenty (20) hours per week and who have no protection under any other medical insurance contract will be provided with individual medical insurance coverage by the committee as set forth in paragraph A above.
- F. The Committee shall provide the individual or family plan dental insurance, including a student rider to age 24. The annual maximum dental coverage will be \$1,500 per person and the Orthodontic rider lifetime maximum will be \$1,500 per person. All applicable riders as outlined in the plan dated July 1, 2008 will apply to said coverage. The employee will be responsible for ten percent (10%) cost sharing based upon the level of the plan. Any new employee hired as of 1/1/09 will be responsible for a ten percent cost share and in the third year (10-11) that cost share will increase to twelve percent (12%).
- G. The health and dental buyback will be eliminated as of July 1, 2009.
- H. The Committee will provide a \$20,000 term life insurance policy for full-time employees and will permit part-time employees to participate in the program at their own expense.

- I. Employees will have the option to purchase optional term insurance. This policy is subject to the terms and conditions of the plan as specified by the agreement between the Cranston School Committee and Local RI-153. The Agreement benefits and procedures are incorporated in the Fort Dearborn Insurance Company Policy.

ARTICLE XII

General Provisions

- A. Social Security Coverage

All employees shall participate in Social Security Coverage.
- B. Quarantine

When any employee is subject to quarantine by order of the Health Department, there shall be no loss of salary for all employees.
- C. Physical Examination

Whenever the school department requires an employee to have a physical examination it shall be made without cost to the employee either by the city physician or by another physician selected by the school department, if the employee chooses to have the examination conducted by his personal physician, the school department shall not be responsible for the cost.
- D. Work in Higher Classification

When a Senior employee is assigned to work in a unit in a higher classification for a period of more than five (5) consecutive days he/she shall receive the salary of the higher classification but at step equal to his/her regular assignment for all hours worked and holiday hours in the higher classification. The five (5) days will be considered their waiting period for that entire year.
- E. Uniforms

Utility crew will be supplied five (5) sets of uniforms and all other Custodians will be supplied two (2) uniforms at no cost to himself/herself and said custodian will accept the responsibility for proper laundering and upkeep.

 - 1. Utility crew and stockroom personnel, if they so desire, shall be provided safety shoes and equipment as follows:
 - a. Utility Crew-five (5) sets of uniforms, Safety glasses, work gloves and steel toe insulated,

- b. waterproof, and chemical resistant shoes.
Stockroom/Food truck Drivers-standard steel toe shoes.

Replacement of shoes shall be as needed

Uniforms will be required to be worn during the regular school year. During the summer recess, it is the option of the employee whether or not to wear the uniform, unless the employee is covering a special event at which time the uniform must be worn.

F. Jury Service

An employee who is required by law to be absent from work for Jury duty will be paid the difference between the employees gross daily school department salary and the gross daily compensation received for the performance of jury service, only when the gross daily jury service salary is less than the gross daily school salary. In order to qualify for such compensation the employee called for jury duty will be required to report to work when excused from jury duty to 11:00 A.M. on any day of jury service.

G. Longevity

1. Regularly appointed custodians, stockroom personnel, utility crew, shall receive an annual longevity increment of \$550.00 after having completed ten (10) years of continuous service with the Cranston Public Schools and an annual longevity increment of \$730.00 after having completed fifteen (15) years of continuous service with the Cranston Public Schools.
2. The increment shall be included at the beginning of the salary year next following the completion of ten (10) continuous years of service and annually thereafter. At the beginning of the salary year next following the completion of fifteen (15) years, the custodians shall receive the effective rate for years of service thereafter.
3. Longevity payment shall be paid to eligible employees, in July of each salary year.

H. Transfers

1. The Committee shall exercise its prerogative in transferring personnel when deemed to be in the best interest of the Cranston Public Schools.
2. Transfers will be made effective after consultation between the employee and a representative of the administration. The employee may choose to have a

- representative of the Union present at the time of consultation.
3. The employee shall be given, upon his/her request reason(s) for the transfer in writing.
 4. Transfer of employees under the terms of this paragraph shall be accomplished as follows:
 - a. The employee may apply for a vacant position and considered for assignment on the basis of his/her qualifications and seniority.
 - b. The employee may be assigned to a position which becomes vacant provided no more senior and no more qualified employee seeks to be assigned.
- I. During the school recesses and summer vacation period, the four-hour custodians shall be utilized to work along with the full-time custodian by consolidating their total number of work hours (20 hours) into two or three days whenever practicable.

ARTICLE XIII

Management Rights

- A. Unless expressly provided otherwise in this agreement, the Cranston School Committee reserves the right to:
1. Direct the work of its employees.
 2. Hire, promote, demote, evaluate and retain employees in positions within the school system.
 3. Suspend or discharge employees.
 4. Maintain the efficiency of school operations.
 5. Determine services to be rendered by the Cranston Schools.
 6. Take action as may be necessary to carry out the mission of the public schools.
 7. Determine the methods, means and personnel by which operations are to be carried on.
 8. Be the policy-making and governing body of the public schools; and
 9. Take any other action which is in the best interest of the public schools.

**ARTICLE XIV
NO LAYOFF PROVISION**

The Committee has agreed to no lay-offs for the life of this contract except for those employees hired after January 1, 2009. Notwithstanding any other provisions of this agreement, any provision that restricts or limits the ability of the School Committee to layoff employees in any fashion shall automatically terminate and be void and no longer effective as of July 1, 2011. This sunset provision shall be effective regardless of whether any other terms or conditions of the collective bargaining agreement are continued by agreement of the parties or by the operation of law or otherwise.

**ARTICLE XV
SALARY PARITY**

The Committee agrees any monetary increase including salary, steps and any other compensation that affects the entire bargaining unit of another Cranston Public Schools union will be given to the custodian unit.

Additions/Deletions/Modification

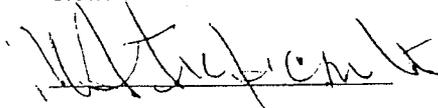
No additions, waivers, deletions, modifications, changes or amendments of this agreement shall be made during its life, except by mutual consent, in writing, by the parties hereto.

Duration

The provisions of this agreement herein contained shall remain in full force and effect for the period beginning July 1, 2008, and ending June 30, 2011.

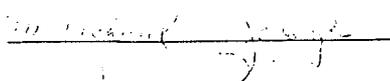
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CITY OF RI

Chairperson
Cranston School Committee

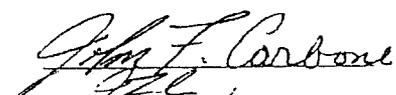


Superintendent of Schools

Superintendent of Schools



President
Employees NAGE Local RI-153



Date 3/20/09

Date 3/20/09

3/16/09

20.57
11

APPENDIX A

SALARY SCHEDULE

High School Forman / Utility Forman

Step	08-09	09-10	10-11
1.	16.38	16.38	16.87
2.	16.93	16.93	17.43
3.	17.41	17.41	17.93
4.	17.96	17.96	18.50
5.	18.46	18.46	19.01
6.	19.07	19.07	19.64
7.	19.37	19.37	19.95
8.	19.67	19.67	20.26
9.	19.97	19.97	20.57

SALARY SCHEDULE

Middle School Forman

Step	08-09	09-10	10-11
1.	15.34	15.34	15.80
2.	15.91	15.91	16.39
3.	16.47	16.47	16.96
4.	16.81	16.81	17.31
5.	17.46	17.46	17.98
6.	18.00	18.00	18.54
7.	18.30	18.30	18.85
8.	18.60	18.60	19.16
9.	18.90	18.90	19.47

SALARY SCHEDULE**Senior Custodian / Utility Crew / Stockroom**

Step	08-09	09-10	10-11
1.	14.65	14.65	15.09
2.	15.21	15.21	15.67
3.	15.73	15.73	16.20
4.	16.29	16.29	16.78
5.	16.78	16.78	17.28
6.	17.31	17.31	17.83
7.	17.61	17.61	18.14
8.	17.91	17.91	18.45
9.	18.21	18.21	18.76

SALARY SCHEDULE**Custodian**

Step	08-09	09-10	10-11
1.	13.82	13.82	14.23
2.	14.39	14.39	14.82
3.	14.92	14.92	15.37
4.	15.40	15.40	15.86
5.	15.98	15.98	16.46
6.	16.50	16.50	16.99
7.	16.80	16.80	17.30
8.	17.10	17.10	17.61
9.	17.40	17.40	17.92

SALARY SCHEDULE**4 Hour Part Time Custodian**

Step	08-09	09-10	10-11
1.	10.66	10.66	10.98
2.	11.39	11.39	11.73

SALARY SCHEDULE**5 Hour Part Time Custodian**

Step	08-09	09-10	10-11
1.	10.66	10.66	10.98
2.	11.39	11.39	11.73

THE CITY OF CRANSTON

RESOLUTION OF THE CITY COUNCIL

**ENCOURAGING THE ADMINISTRATION TO GRANT A THREE DAY
GRACE PRIOD FOR PAYMENT OF TAXES**

Passed:

Anthony J. Lupino, Council President

Resolved that,

WHEREAS, the residents of the City of Cranston and residents of all other Cities and Towns in Rhode Island have experienced severe financial setbacks due to the poor economy.

WHEREAS, many elderly and infirm Cranston residents have been hit particularly hard by the downturn in the economy.

WHEREAS, many residents of the City make a sincere and concerted effort to pay their taxes on time, but may need several extra days to pay due to financial hardships.

WHEREAS, the City of Cranston should not penalize residents who make a sincere and concerted effort to pay their taxes.

NOW THEREFORE, BE IT RESOLVED, that the Cranston City Council hereby requests that the administration of the City of Cranston allow a three (3) day grace period for those paying their taxes, without penalties or late fees assessed.

Sponsored by: Councilman Archetto

Referred to Finance Committee April 12, 2012

THE CITY OF CRANSTON

**RESOLUTION OF THE CITY COUNCIL
IN SUPPORT OF GENERAL ASSEMBLY APPROVAL OF BONDING
AUTHORITY TO PURCHASE NEW SCHOOL BUSES**

Passed:

Anthony J. Lupino, Council President

Resolved that,

WHEREAS, the City of Cranston, as most other cities and towns around the State of Rhode Island and around the United States, has experience severe financial constrain over the past fiscal year.

WHEREAS, the fleet of school buses transporting our youths to the Cranston Public Schools is old, in disrepair and in some cases, unsafe.

WHEREAS, there has been public support for new fleet of public school buses.

WHEREAS, a new fleet of school buses would be safer for children, get better gas mileage saving the City of Cranston money in fuel costs, and be more environmentally friendly than the current school buses.

WHEREAS, the City of Cranston lacks the capital to purchase a fleet a new school buses.

NOW THEREFORE, BE IT RESOLVED, that the Cranston City Council hereby requests that the General Assembly pass and enact a law or laws granting the City of Cranston authority to issue not more than \$2,000,000 in bonds and notes to finance the purchase of a new fleet of state of the art school buses to safely transport our children to school.

BE IT FURTHER RESOLVED, , that the Cranston City Council hereby requests the City Clerk to transmit a copy of this Resolution to the Cranston legislative delegation to the Rhode Island General Assembly forthwith

Sponsored by: Councilman Archetto
Co-Sponsored by: Councilwoman Bucci

Referred to Finance Committee April 12, 2012

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THE CITY OF CRANSTON

ORDINANCE OF THE CITY COUNCIL
IN AMENDMENT OF TITLE 10, CHAPTER 28 OF THE CODE OF THE CITY
OF CRANSTON, 2005, ENTITLED "VEHICLES AND TRAFFIC"
(Overnight Parking Permits)

Passed:

Anthony J. Lupino, Council President

Approved:

Allan Fung, Mayor

It is ordained by the City Council of the City of Cranston as follows:

Section 1. Chapter 10.28, entitled " STOPPING, STANDING, AND PARKING
GENERALLY" is hereby amended by adding thereto the following:

10.28.091- Overnight Parking Pilot Program

A. Residents of Cranston may obtain a Residential Parking Permit from the
Cranston Police Department. Residents of Cranston may obtain a 1 year Residential
Parking Permit for a fee of one hundred dollars (\$100), which would allow on-street
parking to holders of the permit, so long as the holders of the permit do not violate other
citywide parking restrictions, any other parking ordinance(s), or any restriction including
within this chapter.

B. Residency within the City of Cranston must be proven when applying for
the Residential Parking Permit. Residency within the City may be proven through a copy
of a deed, utility bill, tax bill, rent receipt or other accurate means of proving residency in
Cranston. Should an applicant submit a fraudulent address or fraudulent registration, the
permit shall be voided without refund, and a fine shall be assessed against the original
applicant in the amount of two hundred and fifty dollars (\$250). The application for the
Residential Parking Permit must include an affidavit attesting that information included
for this part of the submission is true and accurate.

C. ly vehicles registered in Rhode Island may be issued a Residential Parking
Permit. Applicants must submit proof that their vehicle is registered in the State of Rhode
Island. All outstanding parking tickets must be paid. Furthermore, all outstanding
vehicle taxes must be paid and up to date. The application for the Residential Parking

46 Permit must include an affidavit attesting that information included for this part of the
 47 submission is true and accurate.

48

49 D.Special Rules for other vehicles and circumstances

50

51 1. No commercial vehicles are eligible for Residential Parking Permit(s). Only
 52 standard issued passenger plates, such as but not limited to, veterans plates, prisoner of
 53 war plates, purple heart plates, Boston Red Sox plates, Patriots Plates, and handicapped
 54 plates.

55

56 2. Leased cars may be issued a Residential Parking Permit if the leased car is
 57 principally garaged in Cranston. The owner of the vehicle applying for a Residential
 58 Parking Permit must, in addition to complying with the registration and residency
 59 requirements of this chapter, submit a copy of the lease agreement with the application.

60

61 3. Rental Cars may be issued a Residential Parking permit if said rental car is being
 62 used by a resident of Cranston if the resident's primary automobile is unavailable do to
 63 an accident, repair work, or other unforeseen event. The maximum duration that a rental
 64 car may be issued a Residential Parking Permit is sixty (60) days.

65

66 4. Residents of dorms on a college or university campus within the City of Cranston
 67 may not be issued a Residential Parking Permit

68

69 5. Residents which reside in a complex or dwelling that contain more than five (5)
 70 units, including but not limited to condominiums and apartments, may not obtain a
 71 Residential Parking Permit.

72

73 E. Payment of the one hundred dollar (\$100) fee is due when the application
 74 is submitted to the City. Payment shall be made through cash or money order, and shall
 75 be made payable to the City of Cranston. The Residential Parking Permit will expire one
 76 year from the date of issuance by the City.

77

78 F. Use and Restrictions of the Residential Parking Permit

79

80 1. Residential Parking Permits allow holders to lawfully park overnight on streets.
 81 This does not allow holders of the permit to overcome any other parking restriction or
 82 ordinance in the City including, but not limited to, current designated no parking areas,
 83 no parking in crosswalks, no parking in front of fire hydrants, parking bans for snow
 84 removal or other City maintenance or any other parking ban found within the Cranston
 85 Municipal Code.

86

87 2. A Residential Parking Permit may not be transferred to another automobile or
 88 another person.

89

90 3. There is a strict limit of two (2) Residential Parking Permits per address.

91 4. If a Resident moves to another area of Cranston, different from the address to
 92 which the Residential Parking Permit was used, the holder of the permit must update their
 93 information with the City. There will be no additional cost for updating this information.
 94

95 5. Should a resident move out of the City of Cranston permanently, the holder of the
 96 permit must notify the City of Cranston of the change of address. The Residential
 97 Parking Permit shall be voided if the holder permanently moves to a different
 98 municipality.
 99

100
 101 **Section 2.** Chapter 10.28, entitled " STOPPING, STANDING, AND PARKING
 102 GENERALLY" is hereby amended by adding thereto the following:
 103

104 **10.28.90- All Night Parking Prohibited**

105
 106 It shall be unlawful for the operator of any vehicle to park the same on any street
 107 for a period of time longer than two hours between the hours of 1:00 a.m. and 7:00 a.m.
 108 of any day unless the operator of the vehicle has obtained a Residential Parking Permit
 109 pursuant to 10.28.090.
 110

111 **Section 3.** This Ordinance shall take effect upon its final adoption.
 112

113		
114	Positive Endorsement	Negative Endorsement (attach reasons)
115		
116		
117	_____	_____
118	Christopher Rawson, City Solicitor	Christopher Rawson, City Solicitor
119		
120	Date	Date
121		
122		

123 Sponsored by: Councilman Stycos
 124
 125
 126 Referred to Ordinance Committee April 12, 2012
 127