

*(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**

**-APRIL 23, 2012-**

Regular meeting of the City Council was held on Monday, April 23, 2012 in the Council Chambers, City Hall, Cranston, Rhode Island.

The meeting was called to order at 7:10 P.M. by the Council President.

Roll call showed the following members present: Councilwoman Luciano, Councilmen Donahue, Stycos, Archetto, Councilmen Santamaria, Favicchio, Council Vice-President Navarro and Council President Lupino -8.

\*Councilwoman Bucci. Not in attendance due to Temporary Restraining Order issued April 3, 2012 Saccoccio v. City Council C.A. P12-1561

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

On motion by Council Vice-President Navarro, 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 8-0. 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 -8.

### **I. PUBLIC ACKNOWLEDGEMENTS AND COMMENDATIONS**

None.

### **II. PUBLIC HEARINGS**

None.



**-APRIL 23, 2012-**

### **III. RESOLUTIONS**

#### **RESOLUTION REQUESTING THE GENERAL ASSEMBLY ENACT THE CITY OF CRANSTON'S 2012 REDISTRICTING PLAN**

On motion by Councilman Santamaria, seconded by Councilman Donahue, the above Resolution was adopted on a vote of 8-0. 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 -8.

### **IV. REPORT OF COMMITTEES**

#### **PUBLIC WORKS COMMITTEE**

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

#### **UPDATE ON ATWOOD AVE. TRAFFIC SIGNAL INSTALLATION**

Mr. Cordy stated that dates have not changed since the last time this issue was discussed. We are still looking at Spring of 2013.

#### **FINANCE COMMITTEE**

**(Paul H. Archetto, Chair)**

#### **RESOLUTION AUTHORIZING REAL ESTATE TAX ABATEMENTS**

On motion by Councilman Favicchio, seconded by Councilman Donahue, the above Resolution was adopted 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.

#### **RESOLUTION AUTHORIZING MOTOR VEHICLE TAX ABATEMENTS**

On motion by Councilman Favicchio, seconded by Councilman Donahue, the above Resolution was adopted 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.

#### **TAX INTEREST WAIVER APPROVALS – AS RECOMMENDED BY CITY TREASURER.**

On motion by Councilman Favicchio, seconded by Councilman Santamaria, it was voted to approve the above list of Tax Interest Waiver Approvals 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.

#### **TAX INTEREST WAIVER DENIALS – AS RECOMMENDED BY CITY TREASURER.**

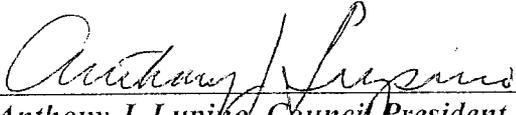
On motion by Councilman Favicchio, seconded by Councilman Donahue, it was voted to approve the above list of Tax Interest Waiver Denials on a vote of 8-0. The following being recorded as voting "aye": Councilwoman Luciano, Councilmen Donahue, Stycos, Archetto, Santamaria, Favicchio, Council Vice-President Navarro and Council President Lupino -8.

THE CITY OF CRANSTON

**RESOLUTION OF THE CITY COUNCIL  
REQUESTING THE GENERAL ASSEMBLY ENACT THE CITY OF  
CRANSTON'S 2012 CITY WARD REDISTRICTING PLAN**

No. 2012-21

*Passed:*  
April 23, 2012

  
\_\_\_\_\_  
*Anthony J. Lupino, Council President*

*Resolved, That*

**WHEREAS**, Section 2.03 of the Cranston Home Rule Charter requires that the City shall be divided into six wards in such a manner that each ward shall consist of a compact and contiguous portion of the city and that all wards shall contain as nearly as possible an equal number of inhabitants as determined by the most recent federal decennial census; and

**WHEREAS**, the City has devised a plan to redistrict the six city wards based on the most recent federal decennial census, which occurred in 2010, via Resolution No. 2012-20 passed on April 17, 2012; and

**WHEREAS**, the Charter further requires the enactment of such plan into law,

**NOW, THEREFORE, BE IT RESOLVED THAT**, the Cranston City Council hereby requests the General Assembly's authorization of the plan as passed by the City Council on April 17, 2012.

Sponsored by: Council President Lupino

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A N A C T

AUTHORIZING THE CITY OF CRANSTON TO REDISTRICT THE TOWN COUNCIL AND SCHOOL  
COMMITTEE DISTRICTS

Introduced By:  
Date Introduced:

It is enacted by the General Assembly as follows:

SECTION 1. The City of Cranston is hereby authorized to redistrict its city ward lines as follows:

Ward One:

Ward 1 shall consist of 2010 census blocks (Identifier Number GEOID10):

440070134001000	440070134003017	440070135004001	440070136001010	440070136002023
440070134001001	440070134003018	440070135004002	440070136001011	440070136002024
440070134001002	440070134004000	440070135004003	440070136001012	440070136002025
440070134001003	440070134004001	440070135004004	440070136001013	440070136002026
440070134001004	440070134004002	440070135004005	440070136001014	440070136002027
440070134001005	440070134004003	440070135004006	440070136001015	440070136002028
440070134001006	440070134004004	440070135004007	440070136001016	440070136002029
440070134001007	440070134004005	440070135004008	440070136001017	440070136002030
440070134001008	440070134004006	440070135004009	440070136001018	440070136002031
440070134001009	440070134004007	440070135004010	440070136001019	440070136002032
440070134001010	440070134004008	440070135005000	440070136001020	440070136002033
440070134001011	440070134004009	440070135005001	440070136001021	440070136002034
440070134002000	440070134004010	440070135005002	440070136001022	440070136002035
440070134002001	440070134004011	440070135005003	440070136001023	440070136003000
440070134002002	440070134004012	440070135005004	440070136001024	440070136003001
440070134002003	440070134004013	440070135005005	440070136001025	440070136003002
440070134002004	440070134004014	440070135005006	440070136001026	440070136003003
440070134002005	440070134004015	440070135005007	440070136001027	440070136003004
440070134002006	440070134004016	440070135005008	440070136001028	440070136003005
440070134002007	440070134004017	440070135005009	440070136001029	440070136003006
440070134002008	440070135001000	440070135005010	440070136001030	440070136003007
440070134002009	440070135001001	440070135005011	440070136001031	440070136003008
440070134002010	440070135001002	440070135005012	440070136001032	440070136003009
440070134002011	440070135001003	440070135005013	440070136002000	440070136003010
440070134002012	440070135001004	440070135005014	440070136002001	440070136003011
440070134002013	440070135001005	440070135005015	440070136002002	440070136003012
440070134002014	440070135001006	440070135005016	440070136002003	440070136003013
440070134002015	440070135001007	440070135005017	440070136002004	440070136003014
440070134002016	440070135001008	440070135005018	440070136002005	440070136003015
440070134003000	440070135001009	440070135005019	440070136002006	440070136003016
440070134003001	440070135001010	440070135005020	440070136002007	440070136003017
440070134003002	440070135002000	440070135005021	440070136002008	440070136003018
440070134003003	440070135002001	440070135005022	440070136002009	440070136003019
440070134003004	440070135002002	440070135005023	440070136002010	440070136003020
440070134003005	440070135002003	440070135005024	440070136002011	440070136003021
440070134003006	440070135002004	440070135005025	440070136002012	440070136003022
440070134003007	440070135002005	440070136001000	440070136002013	440070136003023
440070134003008	440070135002006	440070136001001	440070136002014	440070136003024
440070134003009	440070135002007	440070136001002	440070136002015	440070136003025
440070134003010	440070135003000	440070136001003	440070136002016	440070136003026
440070134003011	440070135003001	440070136001004	440070136002017	440070136003027
440070134003012	440070135003002	440070136001005	440070136002018	440070136003028
440070134003013	440070135003003	440070136001006	440070136002019	440070137011000
440070134003014	440070135003004	440070136001007	440070136002020	440070137011001
440070134003015	440070135003005	440070136001008	440070136002021	440070137011002
440070134003016	440070135004000	440070136001009	440070136002022	440070137011003











THE CITY OF CRANSTON

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

No. 2012-22

*Passed:*  
April 23, 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



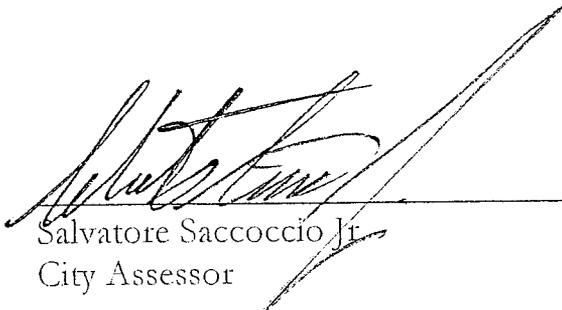
DIVISION OF ASSESSMENT  
869 PARK AVE  
CRANSTON, RI 02910

MEMO

DATE: April 5, 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	110,747	2,243.73

  
Salvatore Saccoccio Jr.  
City Assessor

\*\*\* RECDLABT.REP \*\*\* Printed 04/02/2012 at 12:14:55 by KARBUR

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City of Cranston  
2011 Abatement List

1	2300981201 002 1452	0000000000	0000000000
	Location 51 EDGEWOOD AV	Location	Location
	VARTANIAN MARIE		
	51 EDGEWOOD AVE		
	CRAHSTON RI 02905		

Original	:	156206	3164.73	Original	:	Value	Tax	Original	:	Value	Tax
Exemption Omit	:	110747	2243.73	Adjusted	:			Adjusted	:		
Adjusted	:	45459	921.00		:				:		

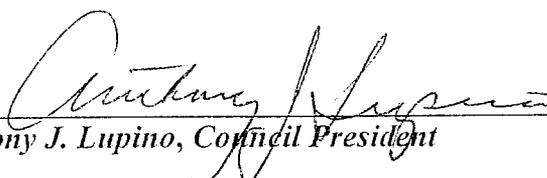
Original	Value	3164.73	Tax
Abatements	110747	2243.73	on 1
Adjusted	45459	921.00	Accounts

## THE CITY OF CRANSTON

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

No. 2012-23

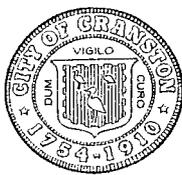
*Passed:*  
April 23, 2012

  
\_\_\_\_\_  
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.MV ABATE



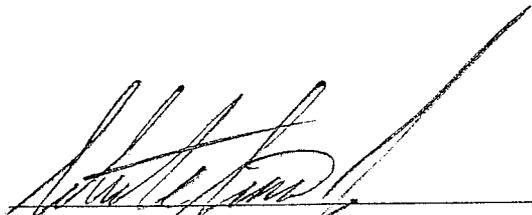
DIVISION OF ASSESSMENT  
869 PARK AVE  
CRANSTON, RI 02910

## MEMO

DATE: April 5, 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, 2007	10,500	445.62
December 31, 2008	7,902	335.36
December 31, 2009	16,733	710.15
December 31, 2010	<u>52,673</u>	<u>2,235.43</u>
Totals:	87,808	3,726.56

  
Salvatore Saccoccio Jr.  
City Assessor

\*\*\* MECRIABT\_CR.REP \*\*\* Printed 04/04/2012 at 12:26:01 by KARBUR

Page 1

City of Cranston  
2008 Motor Vehicle  
Abatement List

1	46027890	0000123627	HP 579	000000000	00000000000	000000000	00000000000
	Vehicle 2005	FORD		Vehicle 0000	ID	Vehicle 0000	ID
	ID 1FAHP28105G105424						
	POPKY JENNIFER B						
	21 GLEN STREET						
	CRANSTON RI 02905						

Original	:	Value	Tax	Original	:	Value	Tax
OUT OF STATE REG	:	16,500	445.62		:		
Adjusted Tax:	:		445.62	Adjusted Tax:	:		

For Tax Year: 2008

Original	:	Value	Tax	Accounts
Adjusted Tax	:	16500	445.62	
	:		445.62	on 1

\*\*\* MECRIABT\_CR.REP \*\*\* Printed 04/04/2012 at 12:25:32 by KARBUR

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City of Cranston  
2009 Motor Vehicle  
Abatement List

Line	Vehicle ID	Year	Make	Model	Color	Original Value	Adjusted Value	Original Tax	Adjusted Tax	
1	43002520	2004	TOY	255134		3,726	3,726	95.53	95.53	
	MADRID LUIS E 694 PARK AVE Cranston RI 02910									
2	46027320	2005	FORD	HP 579		1,0126	1,0126	239.83	239.83	
	POPKY JENNIFER B 8801 CREFFELD ST Philadelphia PA 19									
	00000000	0000								

For Tax Year: 2009

Category	Value	Tax
Original	13852	335.36
Adjusted Tax		335.36 on 2 Accounts

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City of Cranston  
2010 Motor Vehicle  
Abatement List

Item #	Vehicle ID	Year	Make	Model	Value	Tax	Original Value	Original Tax	Adjusted Value	Adjusted Tax
1	32022580	2001	NISS	VEHICLE 2001	924805	116.97	2,991	116.97	924805	116.97
	ID UNICAS1D71T842432 BRADLEY ALFRED D 259 KEANEY ST Cranston RI 02920									
2	43007960	2002	MEHZ	VEHICLE 2002	067722	2107.05	9272	268.43	067722	1638.62
	ID MBLJ70G42T122070 MANSOLILLO RAYMOND A 404 AUBURN STREET Cranston RI 02910									
3	4602470	2004	JEEP	VEHICLE 2004	8378	339.73	8378	324.75	8378	14.98
	ID 14AG58J54C169243 PALIOTTA DANIELLE V 55 GREENFIELD ST Cranston RI 02920									

For Tax Year: 2010

Category	Value	Tax	Accounts
Original	20641	2563.75	
Adjusted Tax		710.15	on 3
Adjusted Tax		1853.60	

City of Cranston  
2011 Motor Vehicle  
Abatement List

Vehicle ID	Year	Make	Model	Original Value	Adjusted Value	Original Tax	Adjusted Tax	Reason
32022440	2001	NISS		924805		145.31		
ID JN1CA31D71842432						127.32		
BRADLEY ALFRED D						17.99		
140 BATEMAN AVE APT 1								
Cranston RI 02920								
42023000	2006	CHEV		046246		427.33		
ID 1GBUG31U961218961						331.33		
LYNCH'S CLEANING & RESTORATIO						96.00		
25 STARLINE WAY								
Cranston RI 02920								
46011760	2008	HD		006077		970.44		
ID 1HD1FS4118Y690306						298.77		
PELLEGRINO FEDERICO						671.67		
11 SCOTLAND RD								
CRANSTON RI 02920								
47001000	2010	MAZD		001252		1,001.12		
ID JM3TB9MVA0213840						1,001.12		
QUIRK ROBERT F								
5 GARFIELD AVE								
Cranston RI 02920								
49025270	2006	NISS		000136705		621.32		
ID 5N1AW08M86G555708						450.50		
SMYTH WILLIAM F						170.82		
54 IVANHOE ST								
Cranston RI 02910								
50007220	2007	TOYT		000143706		1702.35		
ID STELU42N872394133						26.39		
THOMPSON ANITA MARIE						1675.96		
20 PINE HILL DRIVE								
Cranston RI 02921								

For Tax Year: 2011

Original Value : 89898  
Adjusted Tax : 2632.44

Original Tax : 4867.87  
Adjusted Tax : 2235.43

on 6 Accounts

Recommend To Approve:

<u>NAME</u>	<u>ADDRESS</u>	<u>TAX AMT.</u>	<u>INTEREST</u>	<u>REASON</u>
Arpin, George	85 Carlsbad St	3,017.74	\$482.84	illness
Hines, Robert	83 Natick Ave	905.20	\$144.83	illness
Levin, Nancy	1776 Independence Way	545.35	\$49.08	death
Ponte, Joseph	188 Bay View Ave	769.80	\$88.53	hardship
Previty, Helen	376 Woodbine St	2,235.65	\$268.28	illness
Sears, Arthur	81 Lambert St	1,262.65	\$167.50	hardship
Stephenson, Susan	358 Northup St	2,467.62	\$197.41	illness

Recommend To Deny:  
Porsche Properties

173 Niantic Ave	9,622.00	\$818.86	hardship
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**-APRIL 23, 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**

On motion by Councilman Donahue, seconded by Councilman Favicchio, the above Ordinance was adopted 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.

**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)**

On motion by Councilman Stycos, seconded by Councilman Archetto, the above Ordinance was adopted 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.

**ADMINISTRATION WRITTEN RESPONSE ON CHARTER REQUIREMENTS  
FOR PUBLIC WORKS DIRECTOR AND TRAFFIC ENGINEER ARE BEING  
MET (Council President Lupino)**

Council President Lupino read legal opinion from the Solicitor.

**SAFETY SERVICES & LICENSES COMMITTEE  
(Richard D. Santamaria, Jr., Chair)**

**CAFÉ LUNA, 22 Midway Rd. – LIQUOR LICENSE CLASS TRANSFER FROM B  
TO BV (Approval of Over Cap)**

On motion by Councilman Stycos, seconded by Councilman Donahue, it was voted to approve the above liquor license transfer application. Motion passed 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.

**V. PUBLIC HEARINGS**  
(open to any matters)

None.

**VI. ELECTION OF CITY OFFICIALS**

None.

**VII. REPORT OF CITY OFFICERS**

None.

THE CITY OF CRANSTON

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. 2012-7

Passed April 23, 2012

Anthony J. Lupino, Council President

Approved April 24, 2012

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 4/24/12 Date City Solicitor

Christopher M. Rawson Date City Solicitor

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 (3<sup>rd</sup>) 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 Labor<sup>1</sup> (the "CPI Increase") if any. To be clear, the CPI Increase, if any, to be applied to the payments to be made during the 3<sup>rd</sup> fiscal year will be based on any increase in CPI from the first (1<sup>st</sup>) fiscal year following execution of this Agreement to the second (2<sup>nd</sup>) 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

<sup>1</sup> 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 6<sup>th</sup> Transition Payment is made, and the Transition Parcel becomes taxable for seven years, then when it becomes tax-exempt in the next year, the 7<sup>th</sup> 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 maybe 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



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EXTENSION AGREEMENT

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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:

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 16<sup>th</sup> day of March, 2012.

CRANSTON SCHOOL COMMITTEE

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

By: Andrea M. Iannazzi, Chairperson  
Andrea M. Iannazzi  
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	

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 through 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 #	Full Name	Type	Hired	Location	F/P	SIC	VAC	PER	FAM
3628	Abbondanza, Giuseppe	Custodian	12/16/2003	Cr. East	True	166.00	0.00	1.00	1.00
2805	Allen, 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
<del>2258</del>	<del>Antonetti, Roseann</del>	<del>Custodian</del>	<del>00/27/2009</del>	<del>Stadium</del>	<del>False</del>	<del>6.00</del>	<del>10.00</del>	<del>6.00</del>	<del>2.00</del>
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
55	Bazor, David	Custodian	07/01/1980	Utility	True	37.50	5.00	1.00	2.00
55	Bevilacqua, Richard J	Custodian	02/21/1989	Western Hills	True	10.50	4.00	0.00	2.00
13	Boutin, Joseph	Custodian	10/20/1987	Cr. West	True	14.00	0.00	1.00	2.00
3423	Boutin, 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
1062	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, Jonn	Custodian	12/16/1985	Utility	True	0.00	9.00	1.00	2.00
2455	Cardilli, Raymond	Custodian	11/21/2000	Cr. East	True	11.50	0.00	0.00	0.50
553	Cardillo, Mario	Custodian	05/04/1990	Barrows	True	40.00	3.00	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
3436	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, Philip	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	Dail, Steven	Custodian	06/19/1979	Utility	True	169.00	5.00	0.00	2.00
1733	Delicarpine, 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	09/18/2001	Cr. West	True	160.00	5.00	1.00	1.00
1117	Fagnant, Brian	Custodian	11/05/1990	Cr. East	True	48.50	0.00	0.00	0.00
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	10/27/2009	Park View	False	38.00	0.00	0.00	2.00
5184	Houlihan, Richard	Custodian	09/22/2009	Peters	True	36.50	0.00	1.00	1.00
1543	Howcroft, Michael	Custodian	07/19/1994	Hope Highlands	True	151.50	3.00	0.00	2.00
1766	Johnson, Alfred	Custodian	01/18/1989	Charter	True	169.00	9.00	1.00	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	F/R	SIC	VAC	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	0.00	2.00
223	Marrocco, Anna	Custodian	01/02/1990	Bain	True	158.00	0.00	1.00	2.00
4441	Martini, Chnstopher	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	Muccio, 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	Pagliarini, 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
<del>5241</del>	<del>Pirelli, Jonathan A</del>	<del>Custodian</del>	<del>06/15/2010</del>	<del>Edgewood Highlands</del>	<del>False</del>	<del>5.00</del>	<del>0.00</del>	<del>0.00</del>	<del>1.00</del>
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	Stadium	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	Schiappa, 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	Soccio, 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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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 30<sup>th</sup> 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 30<sup>th</sup> 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**

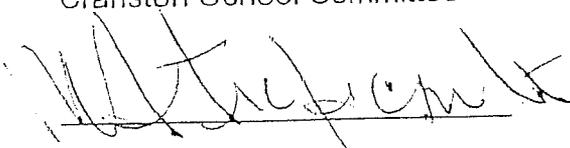
No additions, waivers, deletions, modifications, changes or amendments of this agreement shall be made during its life, except by mutual consent, in writing, by the parties hereto.

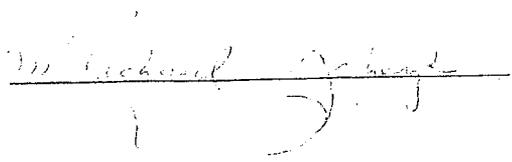
**Duration**

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.

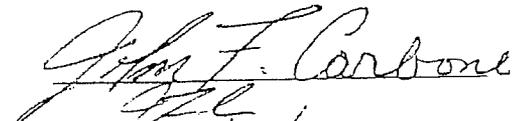
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CITY CLERK

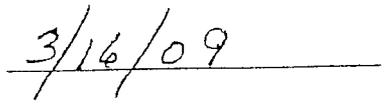
Chairperson  
Cranston School Committee

  
\_\_\_\_\_  
Superintendent of Schools

  
\_\_\_\_\_

President  
Employees NAGE Local RI-153

  
\_\_\_\_\_  
Date 3/20/09

  
\_\_\_\_\_

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	

**-APRIL 23, 2012-**

### **VIII. EXECUTIVE COMMUNICATIONS**

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

None.

**CRANSTON POLICE DEPT.:**

**SGT. EDWARD J. WALSH – REQUEST TO BE PLACED ON PENSION ROLL – APRIL 6, 2012**

**Mr. Cordy** appeared to speak.

On motion by Councilman Favicchio, seconded by Councilman Archetto, it was voted to approve the above request. 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.

### **IX. COUNCIL PRESIDENT COMMUNICATIONS**

**Landfill Odor Issue** Administrative Update remedial steps have been taken by the landfill and what assurance will the City have that no future problems will occur regarding odor (cont'd 3/26/2012)

**Mr. Lopez** stated that he spoke to the representative from RI Resource Recovery and was advised that the work to remediate the odors is all set and is working like it should be.

This item will be continued for further update.

**Quarterly Investment Report**

**Mr. Strom** stated that we currently have \$20 million invested in Webster Bank.

### **X. COUNCIL MEMBER COMMUNICATIONS**

**Councilman Santamaria:**

- **Wal-Mart** – Administration report: lighting, trailer park on lot, trash (Cont. 3/26/2012 for purpose of fining property owner)

**Councilman Santamaria** stated that the issue with the trailers seems to be being addressed. He asked that this item be continued.

- **Legal Bills** – Administration report on Independence Way flood damage (Cont. 3/26/2012)

**Solicitor Kirshenbaum** stated that the case is being handled by Jim D'Ambro.

**Councilman Santamaria** asked if this has anything to do with Wal-Mart. Solicitor Kirshenbaum stated, no, it does not.

- **Dollar Store – Plainfield Pike**

**Councilman Santamaria** stated that this business had a 4:00 A.M. dumpster pickup. He asked Mr. Lopez to address this issue with the store manager and make them aware that this cannot happen again. Mr. Lopez stated that he will address this with the store and asked that this be continued. Councilman Santamaria asked that the establishment be made aware that if this occurs again, they will be called in for a Show Cause Hearing before Safety Services and Licenses Committee.

- **Street Paving List**

**Councilman Santamaria** asked if there is a paving list available for this Season. Mr. Cordy stated that it is not yet completed. It will be made available as soon as it is ready.

**Councilman Stycos:**

- **Pawtuxet River –** Removal of dumpsters in the river downstream from Elmwood Ave.

**Mr. Cordy** stated that once the City receives permission, the dumpsters will be removed under the direction of the Solicitor.

**Councilman Stycos** announced that a meeting will be held on May 1, 2012 at 7:30 P.M. at Park View Middle School regarding environmental conditions of the property on Mill St. (Ceiba Geigy). D.E.M. and E.P.A. and Environmental person of the owner of the property will be attending.

**Councilman Stycos** asked for a report on status of Ward 4 seat. Mr. Quinlan stated that last week they went to Supreme Court and the Court continued the case to Monday. The Court found that former Councilman Pelletier was legally domiciled and remained Ward 4 Council member until February 7<sup>th</sup>, when he resigned. On Friday, they went back before Judge Taft-Carter asking her to remove Councilwoman Bucci's Temporary Restraining Order and it was denied, but the Court asked to brief the issue to be submitted by tomorrow. The Judge promised a ruling by Friday or Monday. Mr. Quinlan also stated that he made the Supreme Court aware that the City is in the Budget process and also made the Court aware of the potential Override of the Budget and potential tie vote on the Budget if the Temporary Restraining Order against Councilwoman Bucci is not removed. Councilwoman Luciano asked if there is a transcript available from the last hearing. Mr. Quinlan stated that there is a transcript available for a fee for the Superior Court hearing. Councilwoman Luciano asked if Mr. Quinlan could provide her with a copy of this transcript. Mr. Quinlan stated that he would. Council Vice-President Navarro asked the Clerk to obtain a copy for the Council of the transcript of the Board of Elections hearing from last week.

**Council Vice-President Navarro:**

- **Update from Solicitor regarding complaint filed against the City by the applicant for Wendy's**

No update was given.

**Councilwoman Bucci:**

No discussion was held.

**-APRIL 23, 2012-**

**XI. OLD BUSINESS**

None.

**XII. INTRODUCTION OF NEW BUSINESS**

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

**Special Finance Committee – May 2, 2012**

**Resolution memorializing the members of the General Assembly from Cranston to introduce and urge passage of legislation authorizing Bonds of the City and to authorize a Referendum to be held thereon (Parks and Recreation). [\[click here to view\]](#)**

**Public Works Committee – May 7, 2012**

**Rhode Island LFG Genco, LLC Broadrock Renuables LLC sewer tie-in location**

**Safety Services & Licenses Committee – May 7, 2012**

- 4-12-1 Ordinance in amendment of Title 10, Chapter 32 of the Code of the City of Cranston, 2005, entitled “Motor Veh. & Traffic” (Sheffield Rd. and Rangeley Rd. – Multi-Way Stop Intersection-Enumerated). [\[click here to view\]](#)**
- 4-12-2 Ordinance in amendment of Title 10, Chapter 32 of the Code of the City of Cranston, 2005, entitled “Motor Veh. & Traffic” (Sheffield Rd. and Merrill Rd. – Stop Intersection-Enumerated). [\[click here to view\]](#)**
- 4-12-3 Ordinance in amendment of Title 10, Chapter 32 of the Code of the City of Cranston, 2005, entitled “Motor Veh. & Traffic” (Hobson Ave. and Douglas St.– Stop Intersections-Enumerated). [\[click here to view\]](#)**
- 4-12-4 Ordinance in amendment of Title 10, Chapter 32 of the Code of the City of Cranston, 2005, entitled “Motor Veh. & Traffic” (Burnside St. and Douglas St. – Multi-Way Stop Intersections-Enumerated). [\[click here to view\]](#)**
- 4-12-5 Ordinance in amendment of Title 10, Chapter 32 of the Code of the City of Cranston, 2005, entitled “Motor Veh. & Traffic” (Brimfield Rd. and Amherst Rd. – Multi-Way Stop Intersections-Enumerated). [\[click here to view\]](#)**
- 4-12-6 Ordinance in amendment of Title 10, Chapter 32 of the Code of the City of Cranston, 2005, entitled “Motor Veh. & Traffic” (Sprague Ave. and Douglas St. – Stop Intersections-Enumerated). [\[click here to view\]](#)**
- 4-12-7 Ordinance in amendment of Title 10, Chapter 32 of the Code of the City of Cranston, 2005, entitled “Motor Veh. & Traffic” (No Parking 11 Calaman Rd.). [\[click here to view\]](#)**
- 4-12-8 Ordinance in amendment of Title 10, Chapter 32 of the Code of the City of Cranston, 2005, entitled “Motor Veh. & Traffic” (No Parking 11 Calaman Rd.). [\[click here to view\]](#)**

THE CITY OF CRANSTON

**RESOLUTION OF THE CITY COUNCIL**  
**MEMORIALIZING THE MEMBERS OF THE GENERAL ASSEMBLY FROM**  
**CRANSTON TO INTRODUCE AND URGE PASSAGE OF LEGISLATION**  
**AUTHORIZING BONDS OF THE CITY AND TO AUTHORIZE A**  
**REFERENDUM TO BE HELD THEREON**  
**(Parks and Recreation)**

*No.*

*Passed:*

---

*Anthony J. Lupino, Council President*

RESOLVED that

The Cranston City Council hereby memorializes the members of the General Assembly from Cranston to introduce and urge passage of legislation authorizing bonds of the City in the amount and for the purpose listed below and to authorize a referendum to be held thereon, such referendum to be submitted to the electors of the City on November 5, 2012.

<u>Amount</u>	<u>Purpose</u>
\$2,500,000	To finance the acquisition, construction, improvement, renovation, repair, alteration and equipping of playgrounds and athletic fields in the City of Cranston.

This Resolution shall take effect upon its adoption.

Sponsored by Councilman James Donahue

Referred to Special Finance Committee May 2, 2012

U/Resolution/Parks and Rec Bond (\$2,500,000)

2012-

## STATE OF RHODE ISLAND

## IN GENERAL ASSEMBLY

JUNE SESSION, A.D. 2012

## A N A C T

AUTHORIZING THE CITY OF CRANSTON TO ISSUE NOT MORE THAN \$2,500,000 BONDS AND NOTES TO FINANCE THE ACQUISITION, CONSTRUCTION, IMPROVEMENT, RENOVATION, REPAIR, ALTERATION AND EQUIPPING OF PLAYGROUNDS AND ATHLETIC FIELDS IN THE CITY OF CRANSTON FOR A TERM NOT TO EXCEED TWENTY (20) YEARS

Introduced By:

Referred To:

Referred To:

It is enacted by the General Assembly as follows:

SECTION 1. The City of Cranston is hereby empowered, in addition to authority previously granted, to issue bonds to an amount not exceeding two million, five-hundred thousand dollars (\$2,500,000) from time to time under its corporate name and seal or a facsimile of such seal. The bonds of each issue shall mature in annual installments of principal, the first installment to be not later than three (3) years and the last installment not later than twenty (20) years after the date of the bonds. All such bonds of a particular issue may be issued in the form of zero coupon bonds, capital appreciation bonds, serial bonds, or term bonds, or a combination thereof. Annual installments of principal may be provided for by maturity of principal in the case of serial bonds or by mandatory serial redemption in the case of term bonds. The amount of principal appreciation each year on any bonds, after the date of original issuance, shall not be considered to be principal indebtedness for the purposes of any constitutional, statutory, or charter debt limit or any other limitation. The appreciation of principal after the date of original issue shall be considered interest. Only the original principal amount shall be counted in determining the principal amount so issued and any interest component shall be disregarded.

SECTION 2. The bonds shall be signed by the manual or facsimile signatures of the director of finance and the mayor and shall be issued and sold in such amounts as the city council may authorize. The manner of sale, denominations, maturities, interest rates and other terms, conditions and details of any bonds or notes issued under this act may be fixed by the proceedings of the city council authorizing the issue by separate order or resolution of the city council or, to the extent provisions for these matters are not so made, they may be fixed by the officers authorized to sign the bonds or notes. Interest coupons (if any) shall bear the facsimile signature of the director of finance. The proceeds derived from the sale of the bonds shall be delivered to the city treasurer, and such proceeds, exclusive of premiums and accrued interest, shall be expended (a) to finance the acquisition, construction, renovation, repair, alteration and equipping of playgrounds and athletic fields in the City of Cranston for a term not to exceed twenty (20) years, but for no other uses or purposes (such as temporary borrowings for the benefit of any other city department), or (b) in payment of the principal or of interest on temporary notes issued under Section Three, or (c) in repayment of advances under Section Four. No purchaser of any bonds or notes under this act shall be in any way responsible for the proper application of the proceeds derived from the sale thereof. The proceeds of bonds or notes issued under this act, any applicable federal or state assistance and the other moneys referred to in sections six and nine shall be deemed appropriated for the purposes of this act without further action than that required by this act. In addition to such funds, there may be expended for the purposes of this act such

other sums as may be appropriated therefore. The bond issue authorized by this act may be consolidated for the purposes of issuance and sale with any other bond issue of the city heretofore or hereafter authorized, provided that notwithstanding any such consolidation, the proceeds from the sale of the bonds authorized by this act shall be expended for the purposes set forth above.

SECTION 3. The city council may, by order or resolution authorizing the bonds or by separate order or resolution, authorize the issuance from time to time of interest bearing or discounted notes in anticipation of the issue of the bonds under Section Two or in anticipation of the receipt of federal or state aid for the purposes of this act. The amount of the original notes issued in anticipation of the bonds may not exceed the amount of bonds which may be issued under this act and the amount of original notes issued in anticipation of federal or state aid may not exceed the amount of available federal or state aid as estimated by the director of finance. Temporary notes issued hereunder shall be signed by the manual or facsimile signature of the director of finance and countersigned by the manual or facsimile signature of the mayor and shall be payable within five (5) years from their respective dates, but the principal of and interest on notes issued for a shorter period may be renewed or paid from time to time by the issue of other notes hereunder, provided the period from the date of an original note to the maturity of any note issued to renew or pay the same debt or the interest thereon shall not exceed five (5) years. Any temporary notes in anticipation of the bonds issued under this section may be refunded prior to the maturity of the notes by the issuance of additional temporary notes, provided that no such refunding shall result in any amount of such temporary notes outstanding at any one (1) time in excess of two hundred percent (200%) of the amount of the bonds which may be issued under this act, and provided further that if the issuance of any such refunding notes results in any amount of such temporary notes outstanding at any one (1) time in excess of the amount of bonds which may be issued under this act, the proceeds of such refunding notes shall be deposited in a separate fund established with the bank that is paying agent for the notes being refunded. Pending their use to pay the notes being refunded, moneys in the fund shall be invested for the benefit of the city by the paying agent at the direction of the city treasurer in any investment permitted under Section Five. The moneys in the fund and any investments held as a part of the fund shall be held in trust and shall be applied by the paying agent solely to the payment or prepayment of the principal of and interest on the notes being refunded. Upon payment of all principal of and interest on the notes, any excess moneys in the fund shall be distributed to the city.

SECTION 4. Pending any authorization or issue of bonds hereunder or pending or in lieu of any authorization or issue of notes hereunder, the city treasurer, with the approval of the city council given by an order or resolution passed and approved in the manner provided in Chapter 12 of the city charter, but not subject to the provisions of Section 12.03 of said Chapter, may, to the extent that bonds or notes may be issued hereunder apply funds in the treasury of the city to the purposes specified in Section Two, such advances to be repaid without interest from the proceeds of bonds or notes subsequently issued or from the proceeds of applicable federal or state assistance or from other available funds.

SECTION 5. Any proceeds of bonds or notes issued hereunder or of any applicable federal or state assistance, pending their expenditure, and subject to the approval of the investment committee mentioned in Section 7.05 of the city charter, may be deposited or invested by the city treasurer in demand deposits, time deposits or savings deposits in banks which are members of the Federal Deposit Insurance Corporation or in obligations issued or guaranteed by the United States of America or by any agency or instrumentality thereof or as may be provided in any other applicable laws of the state of Rhode Island and by ordinance or resolution of the city council.

SECTION 6. Any accrued interest received upon the sale of bonds or notes hereunder shall be applied to the payment of the first interest due thereon. Any net earnings or profits realized from the investment of funds hereunder and any premiums arising from the sale of bonds or notes hereunder shall, in the discretion of the city treasurer, be applied to cost of preparing, issuing and marketing bonds or notes hereunder to the extent not otherwise provided, to the payment of the cost of the projects or the cost of additional improvements coming within the description of the projects in Section Two of this act, to the payment of the principal of or interest on bonds or notes issued hereunder, or to any one (1) or more of the foregoing. The cost of preparing, issuing and marketing bonds or notes hereunder may also, in the discretion of the city treasurer, be met from bond or note proceeds exclusive of premium and accrued interest or from other

moneys available therefore. Any balance of bond or note proceeds remaining after payment of the cost of the projects and the cost of additional improvements coming within the description of the projects in Section Two of this act, and the cost of preparing, issuing and marketing bonds or notes hereunder shall be applied to the payment of the principal or interest on bonds or notes issued hereunder. To the extent permitted by applicable federal law, any earnings or net profit realized from the deposit or investment of funds hereunder may upon receipt be added to and dealt with as part of the revenues of the city from property taxes. In exercising any discretion under this section, the city treasurer shall be governed by any instructions adopted by any order or resolution of the city council.

SECTION 7. All bonds and notes issued under this act and the debts evidenced thereby shall be obligatory to the city in the same manner and to the same extent as other debts lawfully contracted by it and shall be excepted from the operation of section 45-12-2 of the general laws. No such obligation shall at any time be included in the debt of the city for the purpose of ascertaining its borrowing capacity. The city shall annually appropriate a sum sufficient to pay the principal and interest coming due within the years on bonds and notes issued hereunder to the extent that moneys thereof are not otherwise provided. If such sum is not appropriated, it shall nevertheless be added to the annual tax levy. In order to provide such sum in each year and notwithstanding any provision of law to the contrary, all taxable property in the city shall be subject to ad valorem taxation by the city without limitation as to rate or amount.

SECTION 8. Any bonds or notes issued under the provisions of this act, and coupons, if any, if properly executed by the officers of the city in office on the date of execution, shall be valid and binding according to their terms notwithstanding that before delivery thereof and payment therefore any or all of the officers shall for any reason have ceased to hold office.

SECTION 9. The city, acting by order or resolution of its city council, passed and approved in the manner provided in chapter 12 of the city charter, but not subject to the provision of Section 12.03 of said chapter, is authorized to apply for, contract for and expand any federal or state advances or other grants of assistance which may be available for the purposes of this act, and any such expenditures may be in addition to other moneys provided in this act. To the extent of any inconsistency between any law of this state and any applicable federal law or regulation, the latter shall prevail. Federal and state advances, with interest where applicable, whether contracted for prior to or after the effective date of this act, may be repaid as project costs under section two of this act.

SECTION 10. Bonds and notes may be issued under this act without obtaining approval of any governmental agency or the taking of any proceedings or the happening of any conditions except as specifically required by this act for such issue. In carrying out any projects financed in whole or in part under this act, including where applicable the condemnation of any land or interest in land, and in the levy and collection of assessments or other charges permitted by law on account of any such projects, all action shall be taken which is necessary to meet constitutional requirements whether or not such action is otherwise required by statute, but the validity of bonds or notes issued hereunder shall in no way depend upon the validity or occurrence of such action.

SECTION 11. The question of the approval of this act shall be submitted to the electors of the city at the general election to be held on November 5, 2012. The question shall be submitted in substantially the following form: "Shall an act, passed at the 2012 session of the general assembly, entitled 'An Act Authorizing the City of Cranston to issue not more than \$2,500,000 bonds and notes to finance the acquisition, construction, improvement, renovation, repair, alteration, and equipping of playgrounds and athletic fields in the City of Cranston for a term not to exceed twenty (20) years' be approved?" and the warning for the election shall contain the question to be submitted. From the time the election is warned and until it is held, it shall be the duty of the city clerk to keep a copy of the act available at the city clerk's office for public inspection, but the validity of the election shall not be affected by this requirement. To the extent of any inconsistency between this act and the city charter, this act shall prevail.

SECTION 12. This section and the foregoing section shall take effect upon passage of the act. The remainder of this act shall take effect upon the approval of the act by a majority of those voting on the question at the election prescribed by the foregoing section.

EXPLANATION  
OF  
AN ACT  
AUTHORIZING THE CITY OF CRANSTON TO ISSUE NOT MORE THAN \$2,500,000  
BONDS AND NOTES TO FINANCE THE ACQUISITION, CONSTRUCTION,  
IMPROVEMENT, RENOVATION, REPAIR, ALTERATION AND EQUIPPING OF  
PLAYGROUNDS AND ATHLETIC FIELDS IN THE CITY OF CRANSTON FOR A TERM  
NOT TO EXCEED TWENTY (20) YEARS

\*\*\*

This act authorizes the City of Cranston to issue not in excess of two million five-hundred thousand dollars (\$2,500,000) bonds and notes to finance the acquisition, construction, improvement, renovation, repair, alteration and equipping of playgrounds and athletic fields in the City of Cranston. Term of said bonds shall not exceed twenty (20) years.

Sections 11 and 12 of the Act shall take effect upon passage. The remainder of the Act would take effect upon approval by the electors of the City of Cranston of the question provided for in Section 11.

THE CITY OF CRANSTON

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**ORDINANCE OF THE CITY COUNCIL**  
IN AMENDMENT OF TITLE 10, CHAPTER 32 OF THE CODE OF THE CITY  
OF CRANSTON, 2005, ENTITLED "MOTOR VEHICLES AND TRAFFIC"  
(Sheffield Rd. and Rangeley Rd. - Multi-Way Stop Intersections-Enumerated)

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.** Chapter 10.32, Section .030 entitled " Multi-way Stop intersections-  
enumerated" is hereby amended by adding thereto the following:

Sheffield Road and Rangeley Road, 3 way stop.

**Section 2.** This Ordinance shall take effect upon its final adoption.

Positive Endorsement

Negative Endorsement (attach reasons)

\_\_\_\_\_  
Christopher Rawson, City Solicitor Date

\_\_\_\_\_  
Christopher Rawson, City Solicitor Date

Sponsored by: Councilman Archetto

Referred to Safety Services & Licenses Committee May 7, 2012

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THE CITY OF CRANSTON

**ORDINANCE OF THE CITY COUNCIL**

IN AMENDMENT OF TITLE 10, CHAPTER 32 OF THE CODE OF THE CITY OF CRANSTON, 2005, ENTITLED "MOTOR VEHICLES AND TRAFFIC" (Sheffield Rd. and Merrill Rd. - Multi-Way Stop Intersections-Enumerated)

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.** Chapter 10.32, Section .030 entitled " Multi-way Stop intersections-enumerated" is hereby amended by adding thereto the following:

Sheffield Road and Merrill Road. 3 way stop.

**Section 2.** This Ordinance shall take effect upon its final adoption.

Positive Endorsement

Negative Endorsement (attach reasons)

\_\_\_\_\_  
Christopher Rawson, City Solicitor Date

\_\_\_\_\_  
Christopher Rawson, City Solicitor Date

Sponsored by: Councilman Archetto

Referred to Safety Services & Licenses Committee May 7, 2012

THE CITY OF CRANSTON

**ORDINANCE OF THE CITY COUNCIL**  
IN AMENDMENT OF TITLE 10, CHAPTER 32 OF THE CODE OF THE CITY  
OF CRANSTON, 2005, ENTITLED "MOTOR VEHICLES AND TRAFFIC"  
(Hobson Ave. and Douglas St. - Stop Intersections-enumerated)

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.** Chapter 10.32, Section .020 entitled " Stop Intersections-Enumerated" is hereby amended by adding thereto the following:

Hobson Avenue, at its intersection with Douglas Street.

**Section 2.** This Ordinance shall take effect upon its final adoption.

Positive Endorsement

Negative Endorsement (attach reasons)

\_\_\_\_\_  
Christopher Rawson, City Solicitor Date

\_\_\_\_\_  
Christopher Rawson, City Solicitor Date

Sponsored by: Councilman Archetto

Referred to Safety Services & Licenses Committee May 7, 2012

U/Ordinances/Traffic/Hobson and Douglas

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THE CITY OF CRANSTON

**ORDINANCE OF THE CITY COUNCIL**  
IN AMENDMENT OF TITLE 10, CHAPTER 32 OF THE CODE OF THE CITY  
OF CRANSTON, 2005, ENTITLED "MOTOR VEHICLES AND TRAFFIC"  
(Burnside St. and Douglas St. - Multi-Way Stop Intersections-Enumerated)

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.** Chapter 10.32, Section .030 entitled " Multi-way Stop intersections-  
enumerated" is hereby amended by adding thereto the following:

Burnside Street and Douglas Street, 3 way stop.

**Section 2.** This Ordinance shall take effect upon its final adoption.

Positive Endorsement

Negative Endorsement (attach reasons)

\_\_\_\_\_  
Christopher Rawson, City Solicitor Date

\_\_\_\_\_  
Christopher Rawson, City Solicitor Date

Sponsored by: Councilman Archetto

Referred to Safety Services & Licenses Committee May 7, 2012

U/Ordinances/Traffic/Burnside and Douglas

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**ORDINANCE OF THE CITY COUNCIL**  
IN AMENDMENT OF TITLE 10, CHAPTER 32 OF THE CODE OF THE CITY  
OF CRANSTON, 2005, ENTITLED "MOTOR VEHICLES AND TRAFFIC"  
(Brimfield Rd. and Amherst Rd. - Multi-way Stop Intersections-Enumerated)

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.** Chapter 10.32, Section .030 entitled " Multi-way Stop intersections-  
enumerated" is hereby amended by adding thereto the following:

Brimfield Road and Amherst Road, 4 way stop.

**Section 2.** This Ordinance shall take effect upon its final adoption.

Positive Endorsement

Negative Endorsement (attach reasons)

\_\_\_\_\_  
Christopher Rawson, City Solicitor    Date

\_\_\_\_\_  
Christopher Rawson, City Solicitor    Date

Sponsored by: Councilman Archetto

Referred to Safety Services & Licenses Committee May 7, 2012

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THE CITY OF CRANSTON

**ORDINANCE OF THE CITY COUNCIL**  
IN AMENDMENT OF TITLE 10, CHAPTER 32 OF THE CODE OF THE CITY  
OF CRANSTON, 2005, ENTITLED "MOTOR VEHICLES AND TRAFFIC"  
(Sprague Ave. and Douglas St. - Stop Intersections-Enumerated)

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.** Chapter 10.32, Section .020 entitled " Stop Intersections-Enumerated"  
is hereby amended by adding thereto the following:

Sprague Avenue, at its intersection with Douglas Street.

**Section 2.** This Ordinance shall take effect upon its final adoption.

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

Sponsored by: Councilman Archetto

Referred to Safety Services and Licenses Committee May 7, 2012

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THE CITY OF CRANSTON

**ORDINANCE OF THE CITY COUNCIL**  
IN AMENDMENT OF TITLE 10, CHAPTER 32 OF THE CODE OF THE CITY  
OF CRANSTON, 2005, ENTITLED "MOTOR VEHICLES AND TRAFFIC"  
(No Parking 11 Calaman Road))

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.** Chapter 10.32, Section .260 entitled "No Parking between 8:00 a.m. and 5:00 p.m. – Monday through Saturday" is hereby amended by deleting thereto the following:

[Calaman Road, in front of premises numbered 11 Calaman Road]

**Section 2.** This Ordinance shall take effect upon its final adoption.

Positive Endorsement

Negative Endorsement (attach reasons)

\_\_\_\_\_  
Christopher Rawson, City Solicitor Date

\_\_\_\_\_  
Christopher Rawson, City Solicitor Date

Sponsored by: Councilman Navarro

Referred to Safety Services & Licenses Committee May 7, 2012

U/Ordinances/Traffic/11 Calaman Road

THE CITY OF CRANSTON

**ORDINANCE OF THE CITY COUNCIL**  
IN AMENDMENT OF TITLE 10, CHAPTER 32 OF THE CODE OF THE CITY  
OF CRANSTON, 2005, ENTITLED "MOTOR VEHICLES AND TRAFFIC"  
(No Parking 11 Calaman Road))

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.** Chapter 10.32, Section .040 entitled "No Parking on certain streets - Generally" is hereby amended by adding thereto the following:

Calaman Road, in front of premises numbered 11 Calaman Road

**Section 2.** This Ordinance shall take effect upon its final adoption.

Positive Endorsement

Negative Endorsement (attach reasons)

\_\_\_\_\_  
Christopher Rawson, City Solicitor Date

\_\_\_\_\_  
Christopher Rawson, City Solicitor Date

Sponsored by: Councilman Navarro

Referred to Safety Services & Licenses Committee May 7, 2012

**-APRIL 23, 2012-**

**Finance Committee – May 17, 2012**

**Resolution supporting Governor Chafee's Municipal Reform Legislation.** [[click here to view](#)]

On motion by Council Vice-President Navarro, seconded by Councilman Donahue, 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.

**XIII. MISCELLANEOUS BUSINESS ON CLERK'S DESK**

**Resolution 2012-13 supporting the creation and expansion of outdoor space, recreation and City parks** (Mayor's response dated April 4, 2012).

**City Clerk** stated that this item will be listed on the Docket for quarterly review, as requested by the City Council.

**Resolution 2011-3 urging the Mayor to look into feasibility of creating pedestrian access between the Post Office and Auburn Library** (Follow up report).

**Mr. Capuano** stated that he researched this issue last Fall and the property is owned by the Durfee family. The family attorney, at that time, stated that this would be a liability exposure that he did not think the family should incur and they were not interested.

This item will be removed from the Docket.

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

**Mr. Cordy** stated that the Easement has been executed. He is not sure why it is not filed with the Clerk's Office yet, but he will check into it. City Clerk indicated that the Easement has been recorded in the Land Evidence Records. This is listed on the Docket for follow-up.

This item will be removed from the Docket.

The meeting adjourned at 8:15 P.M.

  
Maria Medeiros Wall, JD  
City Clerk

  
Rosalba Zanni  
Assistant City Clerk/Clerk of Committees

(See Stenographic Notes of Ron Ronzio, Stenotypist)

THE CITY OF CRANSTON

**RESOLUTION OF THE CITY COUNCIL  
SUPPORTING GOVERNOR CHAFEE'S MUNICIPAL REFORM  
LEGISLATION**

No.

*Passed:*

*Anthony J. Lupino, Council President*

*Resolved, That*

*WHEREAS*, cities and towns in Rhode Island have been struggling for years to find the means necessary to provide the vital services their residents demand and deserve without becoming insolvent or taxing their residents out of their homes; and

*WHEREAS*, cuts in state aid to cities and towns across Rhode Island have resulted in the level of municipal services across the state, including in Cranston, being cut, municipal workers being laid off, municipal salaries and benefits being renegotiated, reserve funds being utilized or depleted and increases in onerous property taxes; and

*WHEREAS*, in Cranston alone, the total loss of state aid is approximately \$17,000,000 each year, from a \$5.5 Million loss of general revenue sharing and a \$11.4 Million loss of motor vehicle tax reimbursements; and

*WHEREAS*, to offset these losses, Cranston and other municipalities have been asking the state for years to provide them with the necessary reforms and tools through legislation to make the cuts they need to help offset the loss of the state revenues and, in particular, to control ever-increasing pension and OPEB costs; and

*WHEREAS*, recognizing the plight of municipalities, Governor Lincoln Chafee has submitted a package of legislation to help municipalities resolve their financial problems and begin the process of recovery and financial stability;

*WHEREAS*, the package of bills includes:

- Legislation authorizing "highly distressed communities" to eliminate mandates and affect collective bargaining agreements and binding arbitration;
- Legislation reducing disability pensions for people in the MERS system to 50% for those who can perform other employment;
- Legislation authorizing cities and towns to limit pension benefits for new and non-vested employees in locally administered pensions to the benefits paid to employees in the MERS system;

- 47           • Legislation authorizing municipalities with a locally administered pension to  
48           withhold cost of living adjustments if the pension is less than 60% funded and  
49           after certain findings are made;
- 50           • Legislation requiring all school districts to implement a school budget model  
51           approved by the commissioner of education;
- 52           • Legislation providing that supplemental appropriations for the payment of past  
53           annual school department expenditures would not be included in a municipality's  
54           maintenance of effort requirement;
- 55           • Legislation changing the dates and percentages of payments for foundation level  
56           school support and approved expenditures and also for payments of distressed  
57           community aid.

58  
59           **WHEREAS**, the Cranston City Council believes that passage of this legislative  
60           package is in the best interest of the City of Cranston.

61  
62           **NOW, THEREFORE, BE IT RESOLVED THAT**, the Cranston City Council  
63           does hereby support the legislative package submitted by Governor Chaffee to assist  
64           cities and towns and urges the Cranston Delegation to the General Assembly to work  
65           diligently for its passage.

66  
67  
68           Sponsored by: Councilman Donahue  
69                            Councilman Favicchio  
70                            Councilwomen Luciano

71  
72                            Referred to Finance Committee May 17, 2012  
73