

*(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

**-AUGUST 26, 2013-**

Regular meeting of the City Council was held on Monday, August 26, 2013 in the Council Chambers, City Hall, Cranston, Rhode Island.

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

Roll call showed the following members present: Councilwoman Lee, Councilmen Stycos, Botts, Archetto, Aceto, Santamaria, Favicchio, Council Vice-President Farina and Council President Lanni -9.

Also Present: Carlos Lopez, Chief of Staff; Marissa Campisani, Director of Constituent and Government Affairs; Robert Strom, Director of Finance; Christopher Rawson, City Solicitor; Evan Kirshenbaum, Assistant City Solicitor; Patrick Quinlan, City Council Legal Counsel.

On motion by Councilman Santamaria, seconded by Council Vice-President Farina, 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 Lee, Councilmen Stycos, Archetto, Aceto, Santamaria, Favicchio, Council Vice-President Farina and Council President Lanni -8. Councilman Botts was not present for roll call vote.

**Council President Lanni** acknowledged Senator Josh Miller in the audience.



**-AUGUST 26, 2013-**

**I. PUBLIC ACKNOWLEDGEMENTS AND COMMENDATIONS**

None.

**II. PUBLIC HEARINGS**

**Joseph Dugan**, 118 Mendon Rd., appeared to represent his neighbors and himself regarding Ceiba Geiby issue and presented a petition requesting that the Mayor and City Council demand BASF Global Corp. to demolish and remove three buildings on Mill St.

**John Lamp**, Robert Circle, appeared to speak regarding the Ceiba Geigy issue.

**Sam Parente**, 15 Lauren Ct., appeared to speak regarding the City's Fiscal Note in regards to the Fire Contract.

**Paul Valetta**, President of Firefighters Union, appeared to speak regarding the fire contract and gave some highlights of the contract.

**Peter LaPolla**, City Planner, appeared to speak regarding proposed Ordinances 7-13-3 and 7-13-4.

**III. RESOLUTIONS**

**RESOLUTION AUTHORIZING THE ICTY OF CRANSTON PUBLIC WORKS DEPARTMENT TO DESIGNATE THE COMMEMORATIVE NAME 'OLIVIA CULPO WAY' ON ALBERT AVENUE STREET SIGNS**

On motion by Councilman Santamaria, seconded by Councilman Favicchio, it was voted to suspend Rule 34B. Motion passed on a vote of 9-0. The following being recorded as voting "aye": Councilwoman Lee, Councilmen Stycos, Botts, Archetto, Aceto, Santamaria, Favicchio, Council Vice-President Farina and Council President Lanni -9.

On motion by Councilman Aceto, seconded by Council Vice-President Farina, the above Resolution was adopted on a vote of 9-0. The following being recorded as voting "aye": Councilwoman Lee, Councilmen Stycos, Botts, Archetto, Aceto, Santamaria, Favicchio, Council Vice-President Farina and Council President Lanni -9.

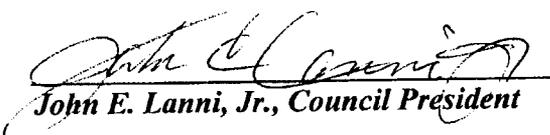
CITY OF CRANSTON

**RESOLUTION OF THE CITY OF CRANSTON**

**AUTHORIZING THE CITY OF CRANSTON PUBLIC WORKS DEPARTMENT TO  
DESIGNATE THE COMMEMORATIVE NAME "OLIVIA CULPO WAY" ON  
ALBERT AVENUE STREET SIGNS**

*No.* 2013-33

*Passed* August 26, 2013

  
*John E. Lanni, Jr., Council President*

***Resolved, That***

***WHEREAS***, there currently exists, in the eastern side of the City of Cranston, between Broad Street and Narragansett Boulevard, a street known and identified as "Albert Avenue."

***WHEREAS***, the street know as "Albert Avenue" shall now include the commemorative name of "Olivia Culpo Way".

***WHEREAS***, the official name of Albert Avenue shall remain the same, and for purposes relating to all emergency response systems, continue to be know as Albert Avenue.

***NOW, THEREFORE, BE IT RESOLVED THAT***, Albert Avenue shall hereby include the commemorative name "Olivia Culpo Way".

Sponsored by: Councilman Michael W. Favicchio  
Councilman Donald Botts, Jr.

**-AUGUST 26, 2013-**

**IV. REPORT OF COMMITTEES**

**ORDINANCE COMMITTEE**  
(Councilman Paul H. Archetto, Chair)

**7-13-3 ORDINANCE IN AMENDMENT OF CHAPTER 17.04.030 OF THE CODE OF THE CITY OF CRANSTON, 2005, ENTITLED 'ZONING' (Definitions)**

On motion by Councilman Aceto, seconded by Councilman Santamaria, the above Ordinance was adopted on a vote of 9-0. The following being recorded as voting "aye": Councilwoman Lee, Councilmen Stycos, Botts, Archetto, Aceto, Santamaria, Favicchio, Council Vice-President Farina and Council President Lanni -9.

**7-13-4 ORDINANCE IN AMENDMENT OF CHAPTER 17.16 OF TITLE 17 OF THE CODE OF THE CITY OF CRANSTON, 2005, ENTITLED 'ZONING' (Special Flood Hazard Districts)**

On motion by Councilman Aceto, seconded by Council Vice-President Farina, the above Ordinance was adopted on a vote of 8-0. The following being recorded as voting "aye": Councilwoman Lee, Councilmen Stycos, Botts, Archetto, Aceto, Santamaria, Favicchio and Council President Lanni -8. Council Vice-President Farina was not present for roll call vote.

**7-13-5 ORDINANCE IN AMENDMENT OF TITLE 10, CHAPTER 32 OF THE CODE OF THE CITY OF CRANSTON, 2005, ENTITLED 'MOTOR VEHICLES AND TRAFFIC' (No Parking On Calaman Rd.)**

On motion by Councilman Aceto, seconded by Councilman Archetto, the above Ordinance was adopted on a vote of 9-0. The following being recorded as voting "aye": Councilwoman Lee, Councilmen Stycos, Botts, Archetto, Aceto, Santamaria, Favicchio, Council Vice-President Farina and Council President Lanni -9.

On motion by Councilman Botts, seconded by Councilman Aceto, it was voted to amend this Ordinance as follows: line #27, amend "150 ft." to "100 ft." Motion passed on a vote of 9-0. The following being recorded as voting "aye": Councilwoman Lee, Councilmen Stycos, Botts, Archetto, Aceto, Santamaria, Favicchio, Council Vice-President Farina and Council President Lanni -9.

On motion by Councilman Botts, seconded by Councilman Aceto, the above Ordinance was adopted as amended on a vote of 9-0. The following being recorded as voting "aye": Councilwoman Lee, Councilmen Stycos, Botts, Archetto, Aceto, Santamaria, Favicchio, Council Vice-President Farina and Council President Lanni -9.

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THE CITY OF CRANSTON

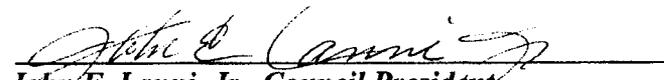
**ORDINANCE OF THE CITY COUNCIL**

**IN AMENDMENT OF CHAPTER 17.04.030 OF THE CODE OF THE CITY OF CRANSTON, 2005, ENTITLED "ZONING" 'DEFINITIONS'**

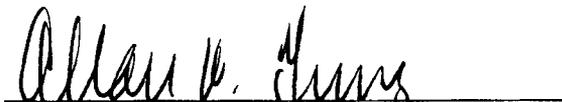
*\*As amended Ordinance Committee August 15, 2013*

*No. 2013-26*

*Passed: August 26, 2013*

  
*John E. Lanni, Jr., Council President*

*Approved:*  
*August 29, 2013*

  
*Allan W. Fung, Mayor*

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

**Section 1.** Chapter 17.04.030 of the Code of the City of Cranston, 2005, entitled "Definitions" is hereby amended as follows:

**(AREA OF SHALLOW FLOODING** (for a community with AO or AH Zones only):  
A designated AO, AH, AR/AO, AR/AH, or VO zone on a community's Flood Insurance Rate Map (FIRM) with a one percent or greater annual chance of flooding to an average depth of 1 to 3 feet where a clearly defined channel does not exist, where the path of flooding is unpredictable, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.)

**(BASE FLOOD:** The flood having a one percent chance of being equaled or exceeded in any given year, also referred to as the 100-year flood, as published by the FEMA as part of a FIS and depicted on a FIRM.)

**(BASE FLOOD ELEVATION (BFE):** The elevation of the crest of the base flood or 100-year flood. The height in relation to mean sea level expected to be reached by the waters of the base flood at pertinent points in the floodplains of coastal and riverine areas.)

**(COST:** As related to substantial improvements, the cost of any reconstruction, rehabilitation, addition, alteration, repair or other improvement of a structure shall be established by a detailed written contractor's estimate based on an established cost estimating guide. The estimate shall *include*, but not be limited to: the cost of materials (interior finishing elements, structural elements, utility and service equipment); sales tax on materials, building equipment and fixtures, including heating and air conditioning and

07-13-3

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51 utility meters; labor; built-in appliances; demolition and site preparation; repairs made to  
52 damaged parts of the building worked on at the same time; contractor's overhead;  
53 contractor's profit; and grand total. Items to be *excluded* include: cost of plans and  
54 specifications, survey costs, permit fees, outside improvements such as septic systems,  
55 water supply wells, landscaping, sidewalks, fences, yard lights, irrigation systems, and  
56 detached structures such as garages, sheds, and gazebos.)  
57
- 58 **(CRITICAL FACILITY:** Those facilities for which even a slight chance of flooding  
59 could endanger public safety. Critical facilities include the following categories:  
60
- 61 • Structures or facilities that produce, use or store highly volatile, flammable,  
62 explosive, toxic and/or water-reactive materials;
  - 63 • Hospitals, nursing homes and housing likely to contain occupants who may not be  
64 sufficiently mobile to avoid death or injury during a flood;
  - 65 • Police stations, fire stations, vehicle and equipment storage facilities and  
66 emergency operations centers that are needed for flood response activities before,  
67 during and after a flood and
  - 68 • Public and private utility facilities that are vital to maintaining or restoring normal  
69 services to flood areas before, during and after a flood.)  
70
- 71 **(DRY FLOODPROOFING:** Any combination of structural and non-structural  
72 protection measures incorporated in a building that is not elevated above the Flood  
73 Protection Elevation that keeps water from entering the building to prevent or minimize  
74 flood damage. **Note:** For insurance purposes, a dry floodproofed, non-residential  
75 structure is rated based on the elevation of its lowest floor unless it is floodproofed to one  
76 foot above the BFE.)  
77
- 78 **(ELEVATION CERTIFICATE:** A statement certified by a registered professional  
79 engineer [RPE] or professional land surveyor [PLS] on the FEMA approved form in  
80 effect at the time of certification that verifies a structure's elevation and other related  
81 information to verify compliance with this ordinance.)  
82
- 83 **(FINISHED LIVING SPACE** [for use with Chapter 17.76 Flood Hazard Districts only]  
84 : Fully enclosed areas below the base flood elevation that are not considered a basement  
85 cannot have finished living space and needs to be designed to be exposed to flood forces.  
86 These spaces can only be used for parking, building access or limited storage. Finished  
87 living space can include, but is not limited to, a space that is heated and/or cooled,  
88 contains finished floors (tile, linoleum, hardwood, etc.), has sheetrock walls that may or  
89 may not be painted or wallpapered, and other amenities such as furniture, appliances,  
90 bathrooms, fireplaces and other items that are easily damaged by floodwaters and  
91 expensive to clean, repair or replace.)  
92
- 93 **(FLOOD BOUNDARY AND FLOODWAY MAP (FBFM):** The official map of a  
94 community on which FEMA has delineated the limits of the regulatory floodway and  
95 100-year floodplain.)  
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07-13-3

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 101 **(FLOOD INSURANCE RATE MAP (FIRM):** The official map of a community on  
 102 which FEMA has delineated both SFHAs (100-year floodplain) and the insurance risk  
 103 premium zones applicable to a community. FIRMs published after January 1990 may  
 104 also show the limits of the regulatory floodway.)  
 105  
 106 **(FLOOD INSURANCE STUDY (FIS):** The official study of a community in which  
 107 FEMA has conducted a technical engineering evaluation and determination of local flood  
 108 hazards, flood profiles and water surface elevations. The FIRM, which accompanies the  
 109 FIS, provide both flood insurance rate zones and base flood elevations, and may provide  
 110 the regulatory floodway limits.)  
 111  
 112 **(FLOODPLAINS OR FLOOD HAZARD AREA:** As defined in RIGL Section 45-  
 113 22.2-4. An area that has one percent or greater chance of inundation in any given year, as  
 114 delineated by the federal emergency agency pursuant to the National Flood Insurance Act  
 115 of 1968, as amended (P.L. 90-448) [42 U.S.C. 4011 et seq.]  
 116  
 117 **(FLOODPROOFING:** Any combination of structural and nonstructural additions,  
 118 changes or adjustments to properties and structures which reduce or eliminate flood  
 119 damage to lands, water and sanitary facilities, structures and contents of buildings.)  
 120  
 121 **(FLOODPROOFING CERTIFICATE:** A certification by a RPE or a registered  
 122 architect on a FEMA approved form, in effect at the time of certification, stating that a  
 123 non-residential structure, together with attendant utilities and sanitary facilities is  
 124 watertight to a specified design elevation with walls that are substantially impermeable to  
 125 the passage of water and all structural components are capable of resisting hydrostatic  
 126 and hydrodynamic flood forces, including the effects of buoyancy and anticipated debris  
 127 impact forces.)  
 128  
 129 **(FLOOD PROTECTION ELEVATION (FPE):** The BFE plus freeboard as required  
 130 under the Rhode Island State Building Code at any given location in the floodplain. (Also  
 131 see: Freeboard.)  
 132  
 133 **(FREEBOARD:** An increment of elevation added to the base flood elevation, usually  
 134 expressed in feet above the BFE, to provide a factor of safety for uncertainties in  
 135 calculations, future watershed development, unknown localized conditions, wave actions  
 136 and unpredictable effects such as those caused by ice or debris jams.)  
 137  
 138 **(HIGHEST ADJACENT GRADE (HAG)** (only for community with AO/AH zones):  
 139 The highest natural elevation of the ground surface prior to construction next to the  
 140 proposed walls of a structure.)  
 141  
 142 **(LOWEST FLOOR:** The lowest floor of the lowest enclosed area (including  
 143 basement).)  
 144  
 145 **(MANUFACTURED HOME PARK OR MANUFACTURED HOME**  
 146 **SUBDIVISION:** A parcel or contiguous parcels of land divided into 2 or more  
 147 manufactured home lots for rent or sale.)  
 148

07-13-3

149 **(MANUFACTURED HOME PARK OR MANUFACTURED HOME**  
 150 **SUBDIVISION, EXISTING** [for use with Chapter 17.76 Flood Hazard Districts only]:  
 151 A manufactured home park or manufactured home subdivision for which the construction  
 152 of facilities for servicing the lots on which the manufactured home are to be affixed  
 153 (including, as a minimum, the installation of utilities, the construction of streets, and  
 154 either final site grading or the pouring of concrete pads) is completed before the effective  
 155 date of the floodplain management regulations adopted by a community.)

156  
 157 **(MANUFACTURED HOME PARK OR EXISTING MANUFACTURED HOME**  
 158 **SUBDIVISION, EXPANSION TO AN EXISTING** [for use with Chapter 17.76 Flood  
 159 Hazard Districts only]: The preparation of additional sites by the construction of facilities  
 160 for servicing the lots on which the manufacturing homes are to be affixed (including the  
 161 installation of utilities, the construction of streets, and either final site grading or the  
 162 pouring of concrete pads.)

163  
 164 **(MANUFACTURED HOME PARK OR MANUFACTURED HOME**  
 165 **SUBDIVISION, NEW** [for use with Chapter 17.76 Flood Hazard Districts only]: A  
 166 manufactured home park or manufactured home subdivision for which the construction  
 167 of facilities for servicing the lots on which the manufactured homes are to be affixed  
 168 (including at a minimum, the installation of utilities, the construction of streets, and either  
 169 final site grading or the pouring of concrete pads) is completed on or after the effective  
 170 date of floodplain regulations adopted by the community.)

171  
 172 **(MARKET VALUE:** Market value is the price of a structure that a willing buyer and  
 173 seller agree upon. This can be determined by an independent appraisal by a professional  
 174 appraiser; the property's tax assessment, minus land value; the replacement cost minus  
 175 depreciation of the structure and/or the structure's Actual Cash Value.)

176  
 177 **(MEAN SEA LEVEL (MSL):** Average height of the sea for all stages of the tide,  
 178 usually determined from hourly height observations over a 19-year period on an open  
 179 coast or in adjacent waters having free access to the sea. The National Geodetic Vertical  
 180 Datum (NGVD) of 1929, North American Vertical Datum (NAVD) 1988 (or other datum  
 181 where specified) to which base flood elevations shown on a community Flood Insurance  
 182 Rate Map (FIRM) are referenced.)

183  
 184 **(NEW CONSTRUCTION** [for use with Chapter 17.76 Flood Hazard Districts only]:  
 185 Structures for which the "start of construction" commenced on or after effective date of  
 186 floodplain regulations, and includes any subsequent improvements to such structures.)

187  
 188 **(SHEET FLOW AREA** (for community with AO, AH, or VO Zones only): see  
 189 definition for "Area of Shallow Flooding".)

190  
 191 **(SPECIAL FLOOD HAZARD AREA (SFHA):** The land in the floodplain within a  
 192 community subject to a one percent or greater chance of flooding in any given year.  
 193 SFHAs are determined utilizing BFEs provided on the flood profiles in the FIS for a  
 194 community. BFEs provided on a FIRM are only approximate (rounded up or down) and  
 195 should be verified with the BFEs published in the FIS for a specific location. SFHAs  
 196 include, but are not necessarily limited to, the land shown as Zones A, A1-30, AE, AO,  
 197 AH, and the Coastal High Hazard Areas shown as Zones V, V1-30, and VE on a FIRM.  
 198 The SFHA is also called the Area of Special Flood Hazard.)

07-13-3

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200 **(START OF CONSTRUCTION** [for use with Chapter 17.76 Flood Hazard Districts  
 201 only] : For other than new construction or substantial improvements under the Coastal  
 202 Barrier Resources Act (P.L. 97-348), includes substantial improvement and means the  
 203 date the building permit was issued, provided the actual start of construction, repair,  
 204 reconstruction, rehabilitation, addition placement, substantial improvement or other  
 205 improvement was within one hundred and eighty (180) days of the permit date. The  
 206 actual start means either the first placement of permanent construction of a structure on a  
 207 site, such as the pouring of slab or footings, the installation of piles, the construction of  
 208 columns, or any work beyond the stage of excavation, or the placement of a  
 209 manufactured home on a foundation. Permanent construction does not include land  
 210 preparation, such as clearing, grading and filling; nor does it include the installation of  
 211 streets and/or walkways; nor does it include excavation for a basement, footings, piers, or  
 212 foundations or the erections of temporary forms; does not include the installation on the  
 213 property of accessory buildings, such as garages or sheds not occupied as dwelling units  
 214 or not part of the main structure. For a substantial improvement, the actual start of  
 215 construction means the first alteration of any wall, ceiling, floor, or other structural part  
 216 of a building, whether or not that alteration affects the external dimensions of the  
 217 building.

218

219 **(STRUCTURE** [for use with Chapter 17.76 Flood Hazard Districts only]: A walled and  
 220 roofed building which is principally above ground, including a manufactured home, a gas  
 221 or liquid storage tank, or other man-made facilities or infrastructures.)

222

223 **(SUBSTANTIAL DAMAGE** [for use with Chapter 17.76 Flood Hazard Districts only]:  
 224 Damage of any origin sustained by a structure, whereby the cost of restoring the structure  
 225 to its pre-damaged condition would equal or exceed 50 percent of the market value of the  
 226 structure before the damage occurred.)

227

228 **(SUBSTANTIAL IMPROVEMENT** [for use with Chapter 17.76 Flood Hazard  
 229 Districts only]: Any combination of repairs, reconstruction, rehabilitation, alterations,  
 230 additions or other improvements to a structure, taking place during a five (5) year period,  
 231 in which the cumulative cost equals or exceeds fifty percent of the market value of the  
 232 structure as determined at the beginning of such 5 year period. This term includes  
 233 structures that have incurred "substantial damage", regardless of the actual repair work  
 234 performed. For purposes of this definition, "substantial improvement" is considered to  
 235 occur when the first alteration of any wall, ceiling, floor, or other structural part of the  
 236 building commences, whether or not that alteration affects the external dimensions of the  
 237 structure. The term does not, however, include either: (1) Any project for improvement

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241 of a structure to correct existing violations of state or local health, sanitary, or safety code  
 242 specifications which have been identified by the local code enforcement official and  
 243 which are the minimum necessary to assure safe living conditions; or (2) Any alteration  
 244 of a "historic" structure, provided that the alteration will not preclude the structure's  
 245 continued designation as a "historic structure".)

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07-13-3

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- 250 **ADDED SECTION, UNDERLINED**
- 251 **To insert in alphabetical order new definitions to Section 17.04.030 Definitions of**
- 252 **Title 17 of the City Code of Ordinances the following definitions: Section 17.16**
- 253 **SPECIAL FLOOD HAZARD DISTRICTS of Title 17 of the City Code of**
- 254 **Ordinances as follows:**
- 255
- 256 **A Zone: see "Zone A"**
- 257
- 258 **Addition [for use with Chapter 17.76 Flood Hazard Districts only]: A walled and roofed**
- 259 **expansion to the perimeter of a structure in which the expansion is connected by a**
- 260 **common load-bearing wall other than a firewall. A walled and roofed expansion, which is**
- 261 **connected by a firewall or is separated by independent perimeter load-bearing walls, shall**
- 262 **be treated as new construction.**
- 263
- 264 **Appeal [for use with Chapter 17.76 Flood Hazard Districts only]: A request to the**
- 265 **Zoning Board of Review to review the Inspector of Buildings' interpretation of any**
- 266 **provision of this Chapter or a request for a variance.**
- 267
- 268 **Area of Shallow Flooding : A designated AO, AH, AR/AO, AR/AH, or VO zone on a**
- 269 **community's Flood Insurance Rate Map (FIRM) with a 1% or greater annual chance of**
- 270 **flooding to an average depth of 1' to 3' where a clearly defined channel does not exist,**
- 271 **where the path of flooding is unpredictable, and where velocity flow may be evident.**
- 272 **Such flooding is characterized by ponding or sheet flow.**
- 273
- 274 **B Zone: See "Zone B."**
- 275
- 276 **Base Flood: The flood having a 1% chance of being equaled or exceeded in any given**
- 277 **year, also known as the "100-year" or "1% chance" flood, as published by FEMA as part**
- 278 **of a FIS and depicted on a FIRM.**
- 279
- 280 **Base Flood Elevation (BFE): The elevation of the crest of the base flood or 100-year**
- 281 **flood. The height, as established in relation to the North American Vertical Datum**
- 282 **(NAVD) of 1988 (or other datum where specified), in relation to mean sea level expected**
- 283 **to be reached by the waters of the base flood at pertinent points in the floodplains of**
- 284 **coastal and riverine areas.**
- 285
- 286 **Breakaway Wall: A wall that is not part of the structural support of a building and is**
- 287 **intended to collapse under specific lateral loading forces without causing damage to the**
- 288 **supporting foundation system of the building.**
- 289
- 290 **Building: See definition for "Structure".**
- 291
- 292 **Coastal A Zone – Area within a special flood hazard area, landward of a V Zone or**
- 293 **landward of an open coast without mapped V Zones. The principal source of flooding**
- 294 **must be astronomical tides, storm surges, seiches, or tsunamis, not riverine flooding.**
- 295 **During the base flood conditions, the potential for breaking wave heights shall be greater**
- 296 **than or equal to 1.5 feet.**
- 297

07-13-3

298 **Cost:** As related to substantial improvements, the cost of any reconstruction,  
 299 rehabilitation, addition, alteration, repair or other improvement of a structure  
 300 established by a detailed written contractor's estimate. The estimate shall include, but  
 301 not be limited to: the cost of materials (interior finishing elements, structural elements,  
 302 utility and service equipment); sales tax on materials, building equipment and fixtures,  
 303 including heating and air conditioning and utility meters; labor; built-in appliances;  
 304 demolition and site preparation; repairs made to damaged parts of the building worked on  
 305 at the same time and contractor's overhead and profit. Items to be excluded include: cost  
 306 of plans and specifications, survey costs, permit fees, outside improvements such as  
 307 septic systems, water supply wells, landscaping, sidewalks, fences, yard lights, irrigation  
 308 systems, and detached structures such as garages, sheds, and gazebos.

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 310 **Critical Facility:** A structure or other improvement that; because of its function, size,  
 311 service area, or uniqueness; has the potential to cause serious bodily harm, extensive  
 312 property damage, or disruption of vital socioeconomic activities if it is destroyed or  
 313 damaged or if its functionality is impaired. Critical facilities include the following  
 314 categories:

- 315 • Structures or facilities that produce, use or store highly volatile, flammable,  
 316 explosive, toxic and/or water-reactive materials.
- 317 • Hospitals, nursing homes and housing likely to contain occupants who may not be  
 318 sufficiently mobile to avoid death or injury during a flood.
- 319 • Police and fire stations, vehicle and equipment storage facilities, and emergency  
 320 operations centers that are needed for flood response activities before, during and  
 321 after a flood.
- 322 • Utility facilities that are vital to maintaining or restoring normal services to flood  
 323 areas before, during and after a flood.
- 324 • Facilities which, if flooded, would cause loss of irreplaceable public records.

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 326 **\*Design Flood Elevation (DFE) Base Flood Elevation (BFE):** With the exception of  
 327 critical facilities, the \*DFE BFE shall be as defined in the Rhode Island State Building  
 328 Code (As established under Rhode Island General Law § 23-27.3). For critical facilities,  
 329 the \*DFE BFE shall be the elevation of the 500-year flood plus 2' of freeboard.

330  
 331 **Development** [for use with Chapter 17.76 Flood Hazard Districts only]: Any man-made  
 332 change to improved or unimproved real estate, including but not limited to the  
 333 construction of buildings or other structures, mining, dredging, filling, grading, paving,  
 334 excavation or drilling operations or storage of equipment or materials.

335  
 336 **Dry Floodproofing:** Any combination of structural and non-structural protection  
 337 measures incorporated in a building that is not elevated above the \*Design Flood  
 338 Elevation [DFE] Base Flood Elevation (BFE) that keeps water from entering the  
 339 building in order to prevent or minimize flood damage. [For insurance purposes, a dry  
 340 floodproofed, non-residential structure is rated based on the elevation of its lowest floor  
 341 unless it is floodproofed to 1' above the BFE.

342  
 343 **Elevated Structure:** A non-basement structure built to have the lowest floor elevated  
 344 above ground level by means of fill, solid foundation perimeter walls, piling, columns  
 345 (post and piers), shear walls, or breakaway walls. (See freeboard requirements for  
 346 residential and non-residential structures.)

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07-13-3

348 **Elevation Certificate:** A statement certified by a registered professional engineer [RPE]  
 349 or professional land surveyor [PLS], on the FEMA approved form, which verifies a  
 350 structure's elevation and other related information needed to verify compliance with this  
 351 Chapter.

352  
 353 **Enclosure:** That portion of a structure below the Base Flood Elevation (BFE) used solely  
 354 for parking of vehicles, limited storage, or access to the structure.

355  
 356 **Encroachment:** The physical advance or infringement of uses, plant growth, or  
 357 development into a floodplain.

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 359 **Existing Construction [for use with Chapter 17.76 Flood Hazard Districts only]:** Any  
 360 structure for which the start of construction commenced before November 27, 1974.

361  
 362 **Existing Manufactured Home Park or Manufactured Home Subdivision [for use**  
 363 **with Chapter 17.76 Flood Hazard Districts only]:** A manufactured home park or  
 364 subdivision for which the construction of facilities for servicing the lots on which the  
 365 manufactured home are to be affixed (including, as a minimum, the installation of  
 366 utilities, the construction of streets, and either final site grading or the pouring of concrete  
 367 pads) was completed before November 27, 1974.

368  
 369 **Expansion to an Existing Manufactured Home Park or Existing Manufactured**  
 370 **Home Subdivision [for use with Chapter 17.76 Flood Hazard Districts only]:** The  
 371 preparation of additional sites by the construction of facilities for servicing the lots on  
 372 which the manufacturing homes are to be affixed (including the installation of utilities,  
 373 the construction of streets, and either final site grading or the pouring of concrete pads).

374  
 375 **Five-hundred Year Flood (500-year flood):** The flood that has a 0.2 percent chance of  
 376 being equaled or exceeded in any given year.

377  
 378 **Flood Insurance Rate Map (FIRM):** The official map of a community on which the  
 379 Federal Insurance Administrator has delineated both the special hazard areas and the risk  
 380 premium zones applicable to the community. A FIRM that has been made available  
 381 digitally is called a Digital Flood Insurance Rate Map (DFIRM).

382  
 383 **Flood Insurance Study (FIS):** The official report for a community published by FEMA  
 384 in conjunction with the community's Flood Insurance Rate Map. The study contains a  
 385 technical engineering evaluation and determination of local flood hazards, flood profiles  
 386 and water surface elevations.

387  
 388 **Floodplain:** That land typically adjacent to a body of water with ground surface  
 389 elevations that are inundated by the base flood.

390  
 391 **Flood Proofing** – Any combination of structural and non-structural additions, changes,  
 392 or adjustments to structures which reduce or eliminate flood damage to real estate or  
 393 improved real property, water and sanitary facilities, structures and their contents.

394  
 395 **Floodproofing Certificate:** A certification by a RPE or a registered architect, on a  
 396 FEMA approved form, stating that a non-residential structure, together with attendant  
 397 utilities and sanitary facilities is watertight to a specified design elevation with walls that

07-13-3

398 are substantially impermeable to the passage of water and all structural components are  
 399 capable of resisting hydrostatic and hydrodynamic flood forces, including the effects of  
 400 buoyancy and anticipated debris impact forces.

401  
 402 **Freeboard:** A factor of safety usually expressed in feet above a flood level for purposes  
 403 of floodplain management. "Freeboard" tends to compensate for the many unknown  
 404 factors that could contribute to flood heights greater than the height calculated for a  
 405 selected size flood and floodway conditions, such as wave action, bridge openings, and  
 406 the hydrological effect of urbanization of the watershed.

407  
 408 **Highest Adjacent Grade (HAG):**The highest natural elevation of the ground surface  
 409 prior to construction next to the proposed walls of a structure.

410  
 411 **Limit of Moderate Wave Action (LiMWA):**An advisory line indicating the limit of the  
 412 1.5-foot wave height during the base flood.

413  
 414 **Lowest Floor:** The lowest floor of the lowest enclosed area (including basement). An  
 415 unfinished or flood resistant enclosure, usable solely for parking of vehicles, building  
 416 access or storage in an area other than a basement area is not considered a building's  
 417 lowest floor; *Provided*, that such enclosure is not built so as to render the structure in  
 418 violation of the applicable non-elevation design requirements of § 60.3.

419  
 420 **Manufactured (Mobile) Home:** A structure, transportable in one or more sections,  
 421 which is built on a permanent chassis and is designed for use with or without a permanent  
 422 foundation when attached to the required utilities. The term "manufactured home" does  
 423 not include a "recreational vehicle".

424  
 425 **Manufactured Home Park or Manufactured Home Subdivision** [for use with Chapter  
 426 17.76 Flood Hazard Districts only]: A parcel or contiguous parcels of land divided into  
 427 two (2) or more manufactured home lots for rent or sale.

428  
 429 **Market Value:** Market value is the price of a structure that a willing buyer and seller  
 430 agree upon. This can be determined by an independent appraisal by a professional  
 431 appraiser; the property's tax assessment, minus land value; the replacement cost minus  
 432 depreciation of the structure and/or the structure's Actual Cash Value.

433  
 434 **Mean Sea Level (MSL):** Average height of the sea for all stages of the tide, usually  
 435 determined from hourly height observations over a 19-year period on an open coast or in  
 436 adjacent waters having free access to the sea. North American Vertical Datum (NAVD)  
 437 1988 to which base flood elevations shown on a community Flood Insurance Rate Map  
 438 (FIRM) are referenced.

439  
 440 **New Construction** [for use with Chapter 17.76 Flood Hazard Districts only]: Structures  
 441 for which the "start of construction" commenced on or after November 27, 1974, the  
 442 effective date of Chapter 17.16. For floodplain management purposes, new construction  
 443 means structures for which the start of construction commenced on or after the effective  
 444 date of a floodplain management regulation adopted by a community and includes any  
 445 subsequent improvements to such structures.

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07-13-3

- 447 **New Manufactured Home Park or Manufactured Home Subdivision** [for use with  
 448 Chapter 17.76 Flood Hazard Districts only]; A manufactured home park or manufactured  
 449 home subdivision for which the construction of facilities for servicing the lots on which  
 450 the manufactured homes are to be affixed (including at a minimum, the installation of  
 451 utilities, the construction of streets, and either final site grading or the pouring of concrete  
 452 pads) was completed on or after November 27, 1974, the effective date of Chapter 17.16.  
 453
- 454 **Obstruction:** Includes, but is not limited to, any dam, wall, wharf, embankment, levee,  
 455 dike, pile, abutment, protection, excavation, channelization, bridge, conduit, culvert,  
 456 building, wire, fence, rock, gravel, refuse, fill, structure, vegetation or other material in,  
 457 along, across or projecting into any watercourse which may alter, impede, retard or  
 458 change the direction and/or velocity of the flow of water, or due to its location, its  
 459 propensity to snare or collect debris carried by the flow of water, or its likelihood of  
 460 being carried downstream.  
 461
- 462 **Regulatory Floodplain:** see definition Special Flood Hazard Area (SFHA)  
 463
- 464 **Sheet Flow:** See definition for “Area of Shallow Flooding”.  
 465
- 466 **Special Flood Hazard Area (SFHA) –** The land in the floodplain within a community  
 467 subject to a one (1) percent or greater chance of flooding in any given year. After  
 468 detailed ratemaking has been completed in preparation for publication of the flood  
 469 insurance rate map, Zone A usually is refined into Zones A, AO, AH, A1-30, AE, A99,  
 470 AR, AR/A1-30, AR/AE, AR/AO, AR/AH, AR/A, VO, or V1-30, VE or V. For purposes  
 471 of these regulations, the term “special flood hazard area” is synonymous in meaning with  
 472 the phrase “area of special flood hazard”.  
 473
- 474 **Start of Construction** [for use with Chapter 17.76 Flood Hazard Districts only]: For  
 475 other than new construction or substantial improvements under the Coastal Barrier  
 476 Resources Act (P.L. 97-348), includes substantial improvement and means the date the  
 477 building permit was issued, provided the actual start of construction, repair,  
 478 reconstruction, rehabilitation, addition placement, substantial improvement or other  
 479 improvement was within one hundred and eighty (180) days of the permit date. The  
 480 actual start means either the first placement of permanent construction of a structure on a  
 481 site, such as the pouring of slab or footings, the installation of piles, the construction of  
 482 columns, or any work beyond the stage of excavation, or the placement of a  
 483 manufactured home on a foundation. Permanent construction does not include land  
 484 preparation, such as clearing, grading and filling; nor does it include the installation of  
 485 streets and/or walkways; nor does it include excavation for a basement, footings, piers, or  
 486 foundations or the erections of temporary forms; does not include the installation on the  
 487 property of accessory buildings, such as garages or sheds not occupied as dwelling units  
 488 or not part of the main structure. For a substantial improvement, the actual start of  
 489 construction means the first alteration of any wall, ceiling, floor, or other structural part  
 490 of a building, whether or not that alteration affects the external dimensions of the  
 491 building.  
 492
- 493 **Structure** [for use with Chapter 17.76 Flood Hazard Districts only]: For floodplain  
 494 management purposes, a walled and roofed building, including a gas or liquid storage  
 495 tank, that is principally above ground, as well as a manufactured home.  
 496 For insurance purposes, means:

07-13-3

- 497 1. A building with two or more outside rigid walls and a fully secured roof, that is  
 498 affixed to a permanent site;  
 499 2. A manufactured home (“a manufactured home,” also know as a mobile home, is  
 500 a structure; built on permanent chassis, transported to its site in one or more  
 501 sections, and affixed to a permanent foundation); or  
 502 3. A travel trailer without wheels, built on a chassis and affixed to a permanent  
 503 foundation, that is regulated under the community’s floodplain management and  
 504 building ordinances or laws.  
 505 For the latter purpose, “structure” does not mean recreational vehicle or a park trailer or  
 506 other similar vehicle, except as described in paragraph (3) of this definition, or a gas or  
 507 liquid storage tank.  
 508  
 509 **Substantial Damage** [for use with Chapter 17.76 Flood Hazard Districts only]: Damage  
 510 of any origin sustained by a structure whereby the cumulative percentage of damage  
 511 during a 5 year period equals or exceeds fifty percent (50%) of the market value of the  
 512 structure before the damage occurred.  
 513  
 514 **Substantial Improvement** [for use with Chapter 17.76 Flood Hazard Districts only]:  
 515 Any reconstruction, rehabilitation, addition or other improvements to a structure, taking  
 516 place during a five (5) year period, the cost of which equals or exceeds 50 percent of the  
 517 market value of the structure before the “start of construction” of the improvement. This  
 518 term includes structures which have incurred “substantial damage”, regardless of the  
 519 actual repair work performed. The term does not, however, include:  
 520  
 521 1. Any project to correct existing violations of state or local health, sanitary, or  
 522 safety code specifications which have been identified by the local code  
 523 enforcement official and which are the minimum necessary to assure safe living  
 524 conditions or  
 525 2. Any alteration of the “historic structure”, provided that the alteration will not  
 526 preclude the structure’s continued designation as a “historic structure”.  
 527  
 528 **UTILITIES [For Structures]**: plumbing, mechanical and electrical equipment including  
 529 pipng, wiring, fixtures, and other accessories which provide sanitation, lighting, heating,  
 530 ventilation, cooling, refrigeration and fire-fighting facilities essential for the habitable  
 531 occupancy of a building or structure for its designated use and occupancy. Utilities  
 532 include but are not limited to furnaces, boilers, air conditioning compressors, air and  
 533 heating ducts, water supply pipes electric, gas and water meters, control panels, electrical  
 534 wiring, and gas pipes.  
 535  
 536 **Variance** [for use with Chapter 17.76 Flood Hazard Districts only]: A grant of relief by a  
 537 community from the terms of the floodplain management ordinance that allows  
 538 construction in a manner otherwise prohibited and where specific enforcement would  
 539 result in unnecessary hardship.  
 540  
 541 **WATERCOURSE**: A lake, river, creek, stream, wash, channel or other topographic  
 542 feature on or over which waters flow at least periodically. Watercourse includes  
 543 specifically designated areas in which substantial flood damage may occur.  
 544  
 545 **Zone A**: The Special Flood Hazard Area (except coastal V Zones) shown on a  
 546 community’s

07-13-3

547 Flood Insurance Rate Map. There are seven types of A Zones:

548

549 A: SFHA where no base flood elevation is provided.

550

551 AE: SFHA where base flood elevations are provided. AE-Zone delineations are used  
552 on newer FIRMs instead of A# Zones.

553

554 AO: SFHA with sheet flow, ponding, or shallow flooding. Base flood depths (feet  
555 above grade) are provided.

556

557 AH: Shallow flooding SFHA. Base flood elevations in relation to a national datum  
558 are  
559 provided.

560

561 AR: A temporary designation for an area where a flood control system that no longer  
562 provides protection from the base flood is expected to be improved so it will provide  
563 protection to the base flood again in the future. This zone is considered part of the  
564 Special Flood Hazard Area or "regulatory floodplain," but properties in this zone do  
565 not  
566 receive the "in SFHA" CRS premium discount (see Table 110-1).

567

568

569 Zone V: The Special Flood Hazard Area subject to coastal high hazard flooding. There  
570 are  
571 three types of V Zones: V, V#, and VE, and they correspond to the A-Zone designations.

572

573 Zone X: Newer Flood Insurance Rate Maps show Zones B and C (see above) as Zone X.  
574 The shaded Zone X corresponds to a Zone B and the unshaded Zone X corresponds to a  
575 Zone C.

576

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

578

579 Positive Endorsement

Negative Endorsement (attach reasons)

580

581

582 Christopher Rawson, Solicitor

Date

Christopher Rawson, Solicitor

Date

583

584

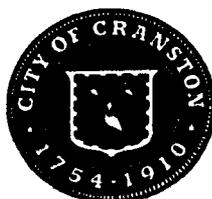
585 Sponsored by: Allan W. Fung, Mayor

586

587 Referred to: Ordinance Committee August 15, 2013

Allan W. Fung  
Mayor

Peter S. Lapolla  
Planning Director



**CITY PLAN COMMISSION**  
Cranston City Hall  
869 Park Avenue, Cranston, RI 02910

13  
AUG 13 2013

Michael Smith  
Vice Chairman

Ken Mason, P.E.  
Mark Motte  
Gene Nadeau  
James Moran  
Robert Strom  
Frederick Vincent

August 7, 2013

Council President Lanni  
Cranston City Hall  
869 Park Avenue  
Cranston, RI 02910

**RE: Ordinance #07-13-3** In Amendment of Chapter 17.040.030 of the Code of the City of Cranston, 2005, Entitled "Zoning Definitions"

Dear Council President Lanni:

On August 6, 2013, the above referenced ordinance was reviewed by the City Plan Commission for the purpose of providing the Council with an advisory recommendation, as required by Section 45-24-52 of the Rhode Island General Laws and Section 17.120.030 of the Cranston Zoning Code.

The City of Cranston is a participating community in the National Flood Insurance Program [NFIP] which allows the City's residents to purchase flood insurance. [Note: standard insurance policies do not cover damages from flooding.] In order to participate in the NFIP, a community must regulate development within its Special Flood Hazard Areas [SFHA] via ordinance and for Cranston; these regulations are found in Chapter 17.16 "Flood Hazard Districts" of the zoning ordinance. NFIP further requires a community to update and readopt its floodplain regulations whenever the Federal Emergency Management Agency [FEMA] issues new Flood Insurance Rate Maps [FIRM's]. As part of an on going program to update its FIRM's, FEMA has issued new FIRM's for coastal Rhode Island which become effective September 18, 2013. As a consequence, the City must update and readopt Chapter 17.16 of the Zoning Ordinance. To that end, the Department of Planning has drafted and submitted two proposed amendments to the zoning ordinance: Ordinance 7-13-3 to amend Chapter 17.04.030 of the Code of the City of Cranston, 2005, entitled "Zoning" (Definitions) and Ordinance 7-13-4 to amend of Chapter 17.16 of Title 17 of the Code of the City of Cranston, 2005, entitled "Zoning" (Special Flood Hazard Districts).

Ordinance 7-13-3 Chapter 17.04.030 "Definitions" amends the definition section of the Zoning Ordinance by amending or adding definitions that reflect the current standards for floodplain regulations. The Commission would note that the definitions to be amended or added are as recommended by FEMA through the model ordinances or through their Community Rating System program. In summary, the ordinance proposes:

- To delete the following definitions: Finished Living Space, Flood Boundary And Floodway Map, Manufactured Home Park Or Manufactured Home Subdivision, Existing, Manufactured Home Park Or Existing Manufactured Home Subdivision, Expansion To An Existing;
- To add or amend the following definitions: A Zone, Addition, Appeal, Area Of Shallow Flooding, B Zone, Base Flood, Base Flood Elevation, Breakaway Wall, Building, Coastal A Zone, Cost, Critical Facility, Design Flood Elevation, Development, Dry Floodproofing, Elevated Structure, Elevation Certificate, Encroachment, Existing Construction, Expansion To An Existing Manufactured Home Park Or Existing Manufactured Home Subdivision, Five-Hundred Year Flood, Flood Insurance Rate Map, Flood Insurance Study, Floodplain, Floodproofing, Floodproofing Certificate, Flood Protection Elevation, Freeboard, Highest Adjacent Grade, Limit Of Moderate Wave Action, Lowest Floor, Manufactured (Mobile) Home, Manufactured Home Park Or Manufactured Home Subdivision, Market Value, Mean Sea Level, New Construction, New Manufactured Home Park Or Manufactured Home Subdivision, Obstruction, Regulatory Floodplain, Sheet Flow, Special Flood Hazard Area, Start Of Construction, Structure, Substantial Damage, Substantial Improvement, Utilities [For Structures], Variance, Watercourse, Zone A, Zone V, Zone X.

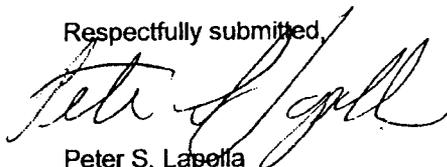
**Ordinance #07-13-3**  
Plan Commission Recommendation

August 7, 2013  
Page 2

A readopted "Floodplain Ordinance" is a requirement for continued participation in the NFIP. The ordinance, as proposed, builds on and strengthens the existing ordinance. The ordinance, as proposed, reflects the current "state of the art" for floodplain management. Given the above, upon motion made by Mr. Motte and seconded by Mr. Moran, the Commission unanimously voted to recommend favorably on Ordinance 7-13-3 conditioned upon correcting a scrivener's error. (The acronym "SFHA" to identify the Special Flood Hazard Area: in parts of the ordinance the letters have been transposed to "SHFA.")

Ayes: Vice Chairman Smith, Messers Moran, Mason, Vincent and Motte. Nay: none.

Respectfully submitted,



Peter S. Lapolla  
Director

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THE CITY OF CRANSTON

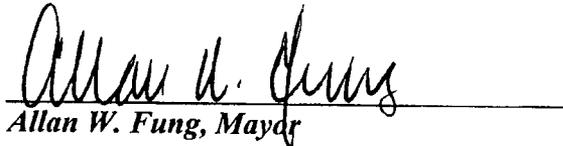
**ORDINANCE OF THE CITY COUNCIL**  
IN AMENDMENT OF CHAPTER 17.16 OF TITLE 17 OF THE CODE OF THE  
CITY OF CRANSTON, ENTITLED "ZONING"  
(Special Flood Hazard Districts)

*\*As Amended in Committee August 15, 2013*  
*No. 2013-27*

**Passed:** August 26, 2013

  
*John E. Lanni, Jr., Council President*

**Approved:**  
August 29, 2013

  
*Allan W. Fung, Mayor*

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

**Section 1.** Chapter 17.16 of Title 17 of the Code of the City of Cranston, 2005, entitled "Zoning – Special Flood Hazard Districts" is hereby amended by deleting it in its entirety and substituting thereto the following new Chapter:

**CHAPTER 17.16 SPECIAL FLOOD HAZARD DISTRICTS**

**17.16.10 FINDINGS OF FACT**

- A. Special Flood Hazard Areas (SFHA's) are subject to periodic flooding which can result in loss of life and property; create health and safety hazards; disrupt commerce and governmental services; require extraordinary public expenditures for flood protection and relief and impair the tax base, all of which adversely affect the public health, safety, and general welfare.
- B. Flood losses are caused by the cumulative effect of unregulated development in SHFA's which cause increased flood heights and velocities and by the occupancy by uses vulnerable to floods which are inadequately elevated, flood-proofed, or otherwise protected from flood damages.

07-13-4

48 C. The review of development in SFHA's to insure compliance with the requirements set  
49 by this Chapter will reduce financial burdens to the City and prevent future  
50 displacement and suffering of its residents.  
51

52 **17.16.20 PURPOSE**

53  
54 It is the purpose of this Chapter to promote the public health, safety, and general welfare;  
55 minimize property damage; to encourage construction practices to minimize future  
56 damage and to protect water supply, sanitary sewage disposal and natural drainage. The  
57 requirements set forth in this Chapter are designed to:

- 58 • Protect human life and health;
- 59 • Prevent developments from increasing flood hazards to others;
- 60 • Protect new structures and substantial improvements to structures from flood  
61 damage;
- 62 • Minimize expenditure of public funds for flood control projects;
- 63 • Minimize the need for rescue and relief efforts associated with flooding;
- 64 • Minimize prolonged business interruptions;
- 65 • Minimize damage to public facilities and utilities;
- 66 • Help maintain a stable tax base by providing for the sound use and development  
67 of SFHA's;
- 68 • Make federally subsidized flood insurance available for structures and their  
69 contents by fulfilling the requirements of the National Flood Insurance Program  
70 [NFIP].

71  
72 **17.16.30 APPLICABILITY**

73  
74 A. Cranston elects to comply with the requirements of the National Flood Insurance Act  
75 of 1968 (P.L. 90-488, as amended). The National Flood Insurance Program,  
76 established in the aforesaid act, provides that SHFA's in the City be identified by the  
77 Federal Emergency Management Agency [FEMA] and that floodplain management  
78 measures be applied in said areas. The requirements of this Chapter [17.16] shall  
79 apply to any development which lies wholly or partly in a SFHA.  
80

81 B. SFHA's are herein established as a floodplain overlay district. The District shall be  
82 all SHFA's within the City designated as Zone A, AE, AH, AO, A99, V, or VE on the  
83 Providence County Flood Insurance Rate Map [FIRM] and Digital FIRM issued by  
84 the FEMA for the administration of the NFIP. The map panels of the Providence  
85 County FIRM that are wholly or partially within the City of Cranston are:

PANEL NUMBER	DATE
4007C0317J	September 18, 2013
4007C0292G	March 2, 2009
4007C0294G	March 2, 2009
4007C0295G	March 2, 2009
4007C0311G	March 2, 2009
4007C0312G	March 2, 2009
4007C0313G	March 2, 2009
4007C0314G	March 2, 2009
4007C0316G	March 2, 2009
4007C0317G	March 2, 2009

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4007C0318G	March 2, 2009
4007C0319H	September 18, 2013
4007C0406G	March 2, 2009
4007C0407G*	March 2, 2009
4007C0426G	March 2, 2009
4007C0427G	March 2, 2009
*Panel Not Printed	

The exact boundaries of the District may be defined by the 100-year base flood elevations [BFE's] shown on the FIRM and further defined by the Providence County Flood Insurance Study (FIS) report dated September 18, 2013. The office of Planning Department is responsible for floodplain management. The FIRM and FIS report and any revisions thereto are incorporated herein by reference and are on file with the Planning Department.

- C. The requirements set forth in this Chapter are not intended to repeal, abrogate, or impair any existing easement, covenant, or deed restriction and shall be in addition to all other requirements of the Cranston Code of Ordinances [ORDINANCE] or of any other applicable state or federal law or regulation. Where this Chapter and another ordinance, law, regulation, easement, covenant, or deed restriction conflict, whichever imposes the more stringent restrictions shall prevail.
- D. In the interpretation and application of this Chapter, all provisions shall be:
  - Considered minimum requirements;
  - Liberaly construed in favor of the City; and
  - Deemed neither to limit or repeal any other powers granted under State statutes.

**17.16.40 WARNING AND DISCLAIMER OF LIABILITY**

The degree of flood protection required by this Chapter is considered reasonable for regulatory purposes and is based on engineering and scientific data submitted to the City by FEMA and/or by the U.S. Army Corps of Engineers. Larger floods may occur on rare occasions or flood heights may be increased by manmade or natural causes. This Chapter does not imply that areas outside of the SFHA's or the land uses permitted in SHFA's will be free from flooding or flood damage. This Chapter shall not create liability on the part of the City, FEMA or any officer or employee thereof for any flood damages that may result from reliance on this Chapter or any administrative decision lawfully made hereunder.

**17.16.50 DEFINITIONS**

Unless specifically defined below or §17.04.030, the words and phrases used in this Chapter have the same meaning as they have in common usage and to give this ordinance it's most reasonable application.

07-13-4

- 148 **A Zone:** see "Zone A"
- 149
- 150 **Accessory Structure:** A structure which is located on the same parcel as the principal
- 151 structure to be insured and the use of which is incidental to the use of the principal
- 152 structure.
- 153
- 154 **Appeal:** A request to the Zoning Board of Review to review the Inspector of Buildings'
- 155 interpretation of any provision of this Chapter or a request for a variance.
- 156
- 157 **Addition:** A walled and roofed expansion to the perimeter of a structure in which the
- 158 expansion is connected by a common load-bearing wall other than a firewall. A walled
- 159 and roofed expansion, which is connected by a firewall or is separated by independent
- 160 perimeter load-bearing walls, shall be treated as new construction.
- 161
- 162 **Area of Shallow Flooding :** A designated AO, AH, AR/AO, AR/AH, or VO zone on a
- 163 community's Flood Insurance Rate Map (FIRM) with a 1% or greater annual chance of
- 164 flooding to an average depth of 1' to 3' where a clearly defined channel does not exist,
- 165 where the path of flooding is unpredictable, and where velocity flow may be evident.
- 166 Such flooding is characterized by ponding or sheet flow.
- 167
- 168 **Area of Special Flood Hazard:** See definition for "Special Flood Hazard Area".
- 169
- 170 **B Zone:** See "Zone B."
- 171
- 172 **Base Flood:** The flood having a 1% chance of being equaled or exceeded in any given
- 173 year, also known as the "100-year" or "1% chance" flood, as published by FEMA as part
- 174 of a FIS and depicted on a FIRM.
- 175
- 176 **Base Flood Elevation (BFE):** The elevation of the crest of the base flood or 100-year
- 177 flood. The height, as established in relation to the North American Vertical Datum
- 178 (NAVD) of 1988 (or other datum where specified), in relation to mean sea level expected
- 179 to be reached by the waters of the base flood at pertinent points in the floodplains of
- 180 coastal and riverine areas.
- 181
- 182 **Basement:** Any area of the building having its floor subgrade (below ground level) on all
- 183 sides.
- 184
- 185 **Breakaway Wall:** A wall that is not part of the structural support of a building and is
- 186 intended to collapse under specific lateral loading forces without causing damage to the
- 187 supporting foundation system of the building.
- 188
- 189 **Building:** See definition for "Structure".
- 190
- 191 **Coastal A Zone --** Area within a special flood hazard area, landward of a V Zone or
- 192 landward of an open coast without mapped V Zones. The principal source of flooding
- 193 must be astronomical tides, storm surges, seiches, or tsunamis, not riverine flooding.
- 194 During the base flood conditions, the potential for breaking wave heights shall be greater
- 195 than or equal to 1.5 feet.
- 196

07-13-4

197 Cost: As related to substantial improvements, the cost of any reconstruction,  
 198 rehabilitation, addition, alteration, repair or other improvement of a structure  
 199 established by a detailed written contractor's estimate. The estimate shall include, but  
 200 not be limited to: the cost of materials (interior finishing elements, structural elements,  
 201 utility and service equipment); sales tax on materials, building equipment and fixtures,  
 202 including heating and air conditioning and utility meters; labor; built-in appliances;  
 203 demolition and site preparation; repairs made to damaged parts of the building worked on  
 204 at the same time and contractor's overhead and profit. Items to be excluded include: cost  
 205 of plans and specifications, survey costs, permit fees, outside improvements such as  
 206 septic systems, water supply wells, landscaping, sidewalks, fences, yard lights, irrigation  
 207 systems, and detached structures such as garages, sheds, and gazebos.  
 208

209 **Critical Facility:** A structure or other improvement that; because of its function, size,  
 210 service area, or uniqueness; has the potential to cause serious bodily harm, extensive  
 211 property damage, or disruption of vital socioeconomic activities if it is destroyed or  
 212 damaged or if its functionality is impaired. Critical facilities include the following  
 213 categories:

- 214 • Structures or facilities that produce, use or store highly volatile, flammable,  
 215 explosive, toxic and/or water-reactive materials.
- 216 • Hospitals, nursing homes and housing likely to contain occupants who may not be  
 217 sufficiently mobile to avoid death or injury during a flood.
- 218 • Police and fire stations, vehicle and equipment storage facilities, and emergency  
 219 operations centers that are needed for flood response activities before, during and  
 220 after a flood.
- 221 • Utility facilities that are vital to maintaining or restoring normal services to flood  
 222 areas before, during and after a flood.
- 223 • Facilities which, if flooded, would cause loss of irreplaceable public records.  
 224

225 **\*Design Flood Elevation (DFE) Base Flood Elevation (BFE):** With the exception of  
 226 critical facilities, the DFE shall be as defined in the Rhode Island State Building Code  
 227 (As established under Rhode Island General Law § 23-27.3). For critical facilities, the  
 228 \*DFE BFE shall be the elevation of the 500-year flood plus 2' of freeboard.  
 229

230 **Development:** Any man-made change to improved or unimproved real estate, including  
 231 but not limited to the construction of buildings or other structures, mining, dredging,  
 232 filling, grading, paving, excavation or drilling operations or storage of equipment or  
 233 materials.  
 234

235 **Dry Floodproofing:** Any combination of structural and non-structural protection  
 236 measures incorporated in a building that is not elevated above the \*Design Flood  
 237 Elevation [DFE] Base Flood Elevation (BFE) that keeps water from entering the  
 238 building in order to prevent or minimize flood damage. [For insurance purposes, a dry  
 239 floodproofed, non-residential structure is rated based on the elevation of its lowest floor  
 240 unless it is floodproofed to 1' above the BFE.  
 241

242 **Elevated Structure:** A non-basement structure built to have the lowest floor elevated  
 243 above ground level by means of fill, solid foundation perimeter walls, piling, columns  
 244 (post and piers), shear walls, or breakaway walls. (See freeboard requirements for  
 245 residential and non-residential structures.)  
 246  
 247

07-13-4

- 248  
249 **Elevation Certificate:** A statement certified by a registered professional engineer [RPE]  
250 or professional land surveyor [PLS], on the FEMA approved form, which verifies a  
251 structure's elevation and other related information needed to verify compliance with this  
252 Chapter.
- 253  
254 **Enclosure:** That portion of a structure below the Base Flood Elevation (BFE) used solely  
255 for parking of vehicles, limited storage, or access to the structure.
- 256  
257 **Encroachment:** The physical advance or infringement of uses, plant growth, or  
258 development into a floodplain.
- 259  
260 **Existing Construction:** Any structure for which the start of construction commenced  
261 before November 27, 1974.
- 262  
263 **Existing Manufactured Home Park or Manufactured Home Subdivision:** A  
264 manufactured home park or subdivision for which the construction of facilities for  
265 servicing the lots on which the manufactured home are to be affixed (including, as a  
266 minimum, the installation of utilities, the construction of streets, and either final site  
267 grading or the pouring of concrete pads) was completed before November 27, 1974.
- 268  
269 **Expansion to an Existing Manufactured Home Park or Existing Manufactured**  
270 **Home Subdivision:** The preparation of additional sites by the construction of facilities  
271 for servicing the lots on which the manufacturing homes are to be affixed (including the  
272 installation of utilities, the construction of streets, and either final site grading or the  
273 pouring of concrete pads).
- 274  
275 **Federal Emergency Management Agency (FEMA):** The federal agency that  
276 administers the National Flood Insurance Program (NFIP).
- 277  
278 **Five-hundred Year Flood (500-year flood):** The flood that has a 0.2 percent chance of  
279 being equaled or exceeded in any given year.
- 280  
281 **Flood or Flooding:** A general and temporary condition of partial or complete inundation  
282 of normally dry land areas from either the overflow of inland or tidal waters, or the  
283 unusual and rapid accumulation or runoff of surface waters from any source.
- 284  
285 **Flood Insurance Rate Map (FIRM):** The official map of a community on which the  
286 Federal Insurance Administrator has delineated both the special hazard areas and the risk  
287 premium zones applicable to the community. A FIRM that has been made available  
288 digitally is called a Digital Flood Insurance Rate Map (DFIRM).
- 289  
290 **Flood Insurance Study (FIS):** The official report for a community published by FEMA  
291 in conjunction with the community's Flood Insurance Rate Map. The study contains a  
292 technical engineering evaluation and determination of local flood hazards, flood profiles  
293 and water surface elevations.
- 294  
295 **Floodplain:** That land typically adjacent to a body of water with ground surface  
296 elevations that are inundated by the base flood.
- 297

07-13-4

298 **Flood Proofing** – Any combination of structural and non-structural additions, changes,  
 299 or adjustments to structures which reduce or eliminate flood damage to real estate or  
 300 improved real property, water and sanitary facilities, structures and their contents.  
 301

302 **Floodproofing Certificate:** A certification by a RPE or a registered architect, on a  
 303 FEMA approved form, stating that a non-residential structure, together with attendant  
 304 utilities and sanitary facilities is watertight to a specified design elevation with walls that  
 305 are substantially impermeable to the passage of water and all structural components are  
 306 capable of resisting hydrostatic and hydrodynamic flood forces, including the effects of  
 307 buoyancy and anticipated debris impact forces.  
 308

309 **Floodway:** The channel of a river or other watercourse and the adjacent land areas that  
 310 carries most of the base flood and must be reserved in order to discharge the base flood  
 311 without cumulatively increasing the water surface elevation more than 1'. For the  
 312 purposes of these regulations, the term "Regulatory Floodway" is synonymous in  
 313 meaning with the term "Floodway".  
 314

315 **Freeboard:** A factor of safety usually expressed in feet above a flood level for purposes  
 316 of floodplain management. "Freeboard" tends to compensate for the many unknown  
 317 factors that could contribute to flood heights greater than the height calculated for a  
 318 selected size flood and floodway conditions, such as wave action, bridge openings, and  
 319 the hydrological effect of urbanization of the watershed.  
 320

321 **Functionally Dependent Use or Facility:** A use or facility that cannot perform its  
 322 intended purpose unless it is located or carried out in close proximity to water. The term  
 323 includes only docking facilities, port facilities that are necessary for the loading and  
 324 unloading of cargo or passengers, and ship building and ship repair facilities. The term  
 325 does not include seafood processing facilities, long-term storage, manufacturing, sales or  
 326 service facilities.  
 327

328 **Highest Adjacent Grade (HAG):**The highest natural elevation of the ground surface  
 329 prior to construction next to the proposed walls of a structure.  
 330

331 **Historic Structure:** Any structure that is: (a) Listed individually in the National  
 332 Register of Historic Places (a listing maintained by the Department of the Interior) or  
 333 preliminarily determined by the Secretary of the Interior as meeting the requirements for  
 334 individual listing on the National Register; (b) Certified or preliminarily determined by  
 335 the Secretary of the Interior as contributing to the historic significance of a registered  
 336 historic district or a district preliminarily determined by the Secretary to qualify as a  
 337 registered historic district; (c) Individually listed on a state inventory of historic places in  
 338 states with historic preservation programs which have been approved by the Secretary of  
 339 the Interior; or (d) Individually listed on a local inventory of historic places in  
 340 communities with historic preservation programs that have been certified either: (1) By  
 341 an approved state program as determined by the Secretary of the Interior, (2) Directly by  
 342 the Secretary of the Interior in states without approved programs or by a municipality's  
 343 Local Historic District Ordinance.  
 344  
 345  
 346  
 347

07-13-4

- 348 **Limit of Moderate Wave Action (LiMWA):** An advisory line indicating the limit of the  
 349 1.5-foot wave height during the base flood.  
 350
- 351 **Lowest Adjacent Grade:** The lowest elevation, after completion of construction, of the  
 352 ground, sidewalk, patio, deck support, or basement entryway immediately next to the  
 353 structure. It does not include earth that is emplaced for aesthetic or landscape reasons  
 354 around a foundation wall. It does include natural ground or properly compacted fill that  
 355 comprises a component of a structure's foundation system.  
 356
- 357 **Lowest Floor:** The lowest floor of the lowest enclosed area (including basement). An  
 358 unfinished or flood resistant enclosure, usable solely for parking of vehicles, building  
 359 access or storage in an area other than a basement area is not considered a building's  
 360 lowest floor; *Provided*, that such enclosure is not built so as to render the structure in  
 361 violation of the applicable non-elevation design requirements of § 60.3.  
 362
- 363 **Manufactured (Mobile) Home:** A structure, transportable in one or more sections,  
 364 which is built on a permanent chassis and is designed for use with or without a permanent  
 365 foundation when attached to the required utilities. The term "manufactured home" does  
 366 not include a "recreational vehicle".  
 367
- 368 **Manufactured Home Park or Manufactured Home Subdivision:** A parcel or  
 369 contiguous parcels of land divided into two (2) or more manufactured home lots for rent  
 370 or sale.  
 371
- 372 **Market Value:** Market value is the price of a structure that a willing buyer and seller  
 373 agree upon. This can be determined by an independent appraisal by a professional  
 374 appraiser; the property's tax assessment, minus land value; the replacement cost minus  
 375 depreciation of the structure and/or the structure's Actual Cash Value.  
 376
- 377 **Mean Sea Level (MSL):** Average height of the sea for all stages of the tide, usually  
 378 determined from hourly height observations over a 19-year period on an open coast or in  
 379 adjacent waters having free access to the sea. North American Vertical Datum (NAVD)  
 380 1988 to which base flood elevations shown on a community Flood Insurance Rate Map  
 381 (FIRM) are referenced.  
 382
- 383 **New Construction:** Structures for which the "start of construction" commenced on or  
 384 after November 27, 1974, the effective date of Chapter 17.16. For floodplain  
 385 management purposes, new construction means structures for which the start of  
 386 construction commenced on or after the effective date of a floodplain management  
 387 regulation adopted by a community and includes any subsequent improvements to such  
 388 structures.  
 389
- 390 **New Manufactured Home Park or Manufactured Home Subdivision:** A  
 391 manufactured home park or manufactured home subdivision for which the construction  
 392 of facilities for servicing the lots on which the manufactured homes are to be affixed  
 393 (including at a minimum, the installation of utilities, the construction of streets, and either  
 394 final site grading or the pouring of concrete pads) was completed on or after November  
 395 27, 1974, the effective date of Chapter 17.16.  
 396

07-13-4

- 397 **Obstruction:** Includes, but is not limited to, any dam, wall, wharf, embankment, levee,  
 398 dike, pile, abutment, protection, excavation, channelization, bridge, conduit, culvert,  
 399 building, wire, fence, rock, gravel, refuse, fill, structure, vegetation or other material in,  
 400 along, across or projecting into any watercourse which may alter, impede, retard or  
 401 change the direction and/or velocity of the flow of water, or due to its location, its  
 402 propensity to snare or collect debris carried by the flow of water, or its likelihood of  
 403 being carried downstream.  
 404
- 405 **Recreational Vehicle:** A vehicle which is: (a) built on a single chassis; (b) four hundred  
 406 (400) square feet or less when measured at the largest horizontal projection; (c) designed  
 407 to be self-propelled or permanently towable by a light duty truck; and (d) designed  
 408 primarily not for use as a permanent dwelling but as a temporary living quarters for  
 409 recreational, camping, travel, or seasonal use.  
 410
- 411 **Regulatory Floodplain:** see definition Special Flood Hazard Area (SFHA)  
 412
- 413 **Regulatory Floodway:** see definition for "Floodway".  
 414
- 415 **Sand Dunes** – Naturally occurring accumulations of sand in ridges or mounds landward  
 416 of the beach.  
 417
- 418 **Sheet Flow:** See definition for "Area of Shallow Flooding".  
 419
- 420 **Special Flood Hazard Area (SFHA)** – The land in the floodplain within a community  
 421 subject to a one (1) percent or greater chance of flooding in any given year. After  
 422 detailed ratemaking has been completed in preparation for publication of the flood  
 423 insurance rate map, Zone A usually is refined into Zones A, AO, AH, A1-30, AE, A99,  
 424 AR, AR/A1-30, AR/AE, AR/AO, AR/AH, AR/A, VO, or V1-30, VE or V. For purposes  
 425 of these regulations, the term "special flood hazard area" is synonymous in meaning with  
 426 the phrase "area of special flood hazard".  
 427
- 428 **Start of Construction:** – For other than new construction or substantial improvements  
 429 under the Coastal Barrier Resources Act (P.L. 97-348), includes substantial improvement  
 430 and means the date the building permit was issued, provided the actual start of  
 431 construction, repair, reconstruction, rehabilitation, addition placement, substantial  
 432 improvement or other improvement was within one hundred and eighty (180) days of the  
 433 permit date. The actual start means either the first placement of permanent construction  
 434 of a structure on a site, such as the pouring of slab or footings, the installation of piles,  
 435 the construction of columns, or any work beyond the stage of excavation, or the  
 436 placement of a manufactured home on a foundation. Permanent construction does not  
 437 include land preparation, such as clearing, grading and filling; nor does it include the  
 438 installation of streets and/or walkways; nor does it include excavation for a basement,  
 439 footings, piers, or foundations or the erections of temporary forms; does not include the  
 440 installation on the property of accessory buildings, such as garages or sheds not occupied  
 441 as dwelling units or not part of the main structure. For a substantial improvement, the  
 442 actual start of construction means the first alteration of any wall, ceiling, floor, or other  
 443 structural part of a building, whether or not that alteration affects the external dimensions  
 444 of the building.  
 445

07-13-4

446 **Structure** – For floodplain management purposes, a walled and roofed building,  
 447 including a gas or liquid storage tank, that is principally above ground, as well as a  
 448 manufactured home.

449 For insurance purposes, means:

- 450 1. A building with two or more outside rigid walls and a fully secured roof, that is  
 451 affixed to a permanent site;
- 452 2. A manufactured home (“a manufactured home,” also know as a mobile home, is  
 453 a structure; built on permanent chassis, transported to its site in one or more  
 454 sections, and affixed to a permanent foundation); or
- 455 3. A travel trailer without wheels, built on a chassis and affixed to a permanent  
 456 foundation, that is regulated under the community’s floodplain management and  
 457 building ordinances or laws.

458 For the latter purpose, “structure” does not mean recreational vehicle or a park trailer or  
 459 other similar vehicle, except as described in paragraph (3) of this definition, or a gas or  
 460 liquid storage tank.

461

462 **Substantial Damage:** Damage of any origin sustained by a structure whereby the  
 463 cumulative percentage of damage during a 5 year period equals or exceeds fifty percent  
 464 (50%) of the market value of the structure before the damage occurred.

465

466 **Substantial Improvement** – Any reconstruction, rehabilitation, addition or other  
 467 improvements to a structure, taking place during a five (5) year period, the cost of which  
 468 equals or exceeds 50 percent of the market value of the structure before the “start of  
 469 construction” of the improvement. This term includes structures which have incurred  
 470 “substantial damage”, regardless of the actual repair work performed. The term does not,  
 471 however, include:

- 472 1. Any project to correct existing violations of state or local health, sanitary, or  
 473 safety code specifications which have been identified by the local code  
 474 enforcement official and which are the minimum necessary to assure safe living  
 475 conditions or
- 476 2. Any alteration of the “historic structure”, provided that the alteration will not  
 477 preclude the structure’s continued designation as a “historic structure”.

478

479 **UTILITIES [For Structures]:** plumbing, mechanical and electrical equipment including  
 480 piping, wiring, fixtures, and other accessories which provide sanitation, lighting, heating,  
 481 ventilation, cooling, refrigeration and fire-fighting facilities essential for the habitable  
 482 occupancy of a building or structure for its designated use and occupancy. Utilities  
 483 include but are not limited to furnaces, boilers, air conditioning compressors, air and  
 484 heating ducts, water supply pipes electric, gas and water meters, control panels, electrical  
 485 wiring, and gas pipes.

486

487 **Variance** - A grant of relief by a community from the terms of the floodplain  
 488 management ordinance that allows construction in a manner otherwise prohibited and  
 489 where specific enforcement would result in unnecessary hardship.

490

491 **Violation:** The failure of a structure or other development to be fully compliant with the  
 492 community’s floodplain management regulations. A structure or other development  
 493 without the required federal, state, and/or local permits and elevation certification is  
 494 presumed to be in violation until such time as the documentation is provided.

495

07-13-4

496 **WATERCOURSE:** A lake, river, creek, stream, wash, channel or other topographic  
 497 feature on or over which waters flow at least periodically. Watercourse includes  
 498 specifically designated areas in which substantial flood damage may occur.  
 499

500 **Wet Floodproofing:** Measures designed to minimize damage to a structure or its  
 501 contents by water that is allowed into a building.  
 502

503 **Zone A:** The Special Flood Hazard Area (except coastal V Zones) shown on a  
 504 community's  
 505 Flood Insurance Rate Map. There are seven types of A Zones:  
 506

507 **A:** SFHA where no base flood elevation is provided.  
 508

509 **AE:** SFHA where base flood elevations are provided. AE-Zone delineations are used  
 510 on newer FIRMs instead of A# Zones.  
 511

512 **AO:** SFHA with sheet flow, ponding, or shallow flooding. Base flood depths (feet  
 513 above grade) are provided.  
 514

515 **AH:** Shallow flooding SFHA. Base flood elevations in relation to a national datum  
 516 are  
 517 provided.  
 518

519 **AR:** A temporary designation for an area where a flood control system that no longer  
 520 provides protection from the base flood is expected to be improved so it will provide  
 521 protection to the base flood again in the future. This zone is considered part of the  
 522 Special Flood Hazard Area or "regulatory floodplain," but properties in this zone do  
 523 not  
 524 receive the "in SFHA" CRS premium discount (see Table 110-1).  
 525

526 **Zone V:** The Special Flood Hazard Area subject to coastal high hazard flooding. There  
 527 are  
 528 three types of V Zones: V, V#, and VE, and they correspond to the A-Zone designations.  
 529

530 **Zone X:** Newer Flood Insurance Rate Maps show Zones B and C (see above) as Zone X.  
 531 The shaded Zone X corresponds to a Zone B and the unshaded Zone X corresponds to a  
 532 Zone C.  
 533

#### 534 **17.16.60 ADMINISTRATION BY INSPECTOR OF BUILDINGS** 535

536 The Inspector of Buildings shall be responsible for the administration of this Chapter.  
 537 Specifically, the Inspector of Buildings shall:

- 538 1. Review applications for development in SFHA's to determine compliance with  
 539 the requirements set by this Chapter;
- 540 2. Inspect and inventory damaged structures in SFHA's and complete substantial  
 541 damage determinations;
- 542 3. For residential structures, verify and record the elevation of the lowest floor  
 543 (including basement) of any new construction, substantial improvements or repair  
 544 to substantially damaged structures.

07-13-4

- 545 4. For nonresidential structures, verify and record the elevation of the lowest floor
- 546 (including basement) and, if applicable, the floodproofed elevation of any new
- 547 construction, substantial improvements or repair to substantially damaged
- 548 structures.
- 549 5. Utilize, in the review of applications for devolvement in SHFA's, the BFE as
- 550 provided in the FIS "Providence County Rhode Island [All jurisdictions]";
- 551
- 552 6. Interpret the location of boundaries of SFHA's as shown on the appropriate
- 553 FIRM's;
- 554 7. In A-Zones, in absence of FEMA BFE and floodway data, obtain, review, and
- 555 utilize other BFE and floodway data as a basis for elevating residential structures
- 556 to or above the \*DFE BFE and for floodproofing or elevating non-residential
- 557 structures to or above the \*DFE-BFE;
- 558 8. Maintain, as a permanent record, copies of all SHFA Development Permits
- 559 [SHFA PERMIT] issued and data relevant thereto, including reports of the
- 560 zoning board of review on variances.
- 561

**17.17.70 PERMIT REQUIRED**

- 564 A. No development shall be allowed in a SHFA unless it complies with the requirements
- 565 set by this Chapter and other applicable regulations. Any development in a SHFA
- 566 shall require the issuance of a SHFA Permit by the Inspector of Buildings except
- 567 where said development is covered by a building permit or for the construction of
- 568 public improvements in a subdivision approved by the City Plan Commission.
- 569
- 570 B. Application for a SHFA Permit shall be made on forms furnished by the Cranston
- 571 Department of Inspections. A SHFA Permit or building permit for development in a
- 572 SHFA shall provide the following information:
- 573 1. The name, address and phone number of the applicant.
- 574 2. A description of the proposed development.
- 575 3. Address of and a locus map for proposed development.
- 576 4. A site plan signed and stamped by a RPE or PLS showing:
- 577
  - Benchmark and datum [All elevations shall be in NAVD 88];
  - 578 • The dimensions of the lot;
  - 579 • Grading including existing and proposed contours and proposed cuts, fills and
  - 580 drainage facilities;
  - 581 • Watercourses, floodways and the BFE;
  - 582 • The location and dimensions of existing and proposed structures and utilities;
  - 583 • The elevation of the lowest floor, including basement [If the lowest floor is
  - 584 below grade on one or more sides, the elevation of the floor immediately
  - 585 above];
  - 586 • The highest and lowest grades adjacent to the walls of the proposed structures;
  - 587 and
  - 588 • The elevation to which the structure will be elevated or floodproofed;
- 589 5. A statement as to the type of waste disposal system proposed;
- 590 6. Certification by a RPE or PLS that the BFE and other elevations shown on the
- 591 plan are accurate;
- 592 7. Certification by a RPE, PLS or registered architect that a proposed development
- 593 shall comply with the elevation or floodproofing requirements set by
- 594 §17.17.100.A.1, §17.17.100.A.2, §17.17.100.A.3, §17.17.100.A.5,

07-13-4

595 §17.17.100.A.8, §17.17.100.B.1 and §17.17.100.B.2. For structures that are to be  
 596 floodproofed, said certification shall be provided on a Floodproofing Certificate  
 597 (FEMA Form 81-65, 01/03, as amended).  
 598

599 8. A stormwater management and sediment and erosion control plan as required by  
 600 the Ordinance or by State regulations. At a minimum said plan shall specify that  
 601 ground cover shall be established immediately after disturbance and include a  
 602 plan for final landscaping.

603 9. A description of the extent to which any watercourse will be altered or relocated  
 604 as a result of the proposed development.  
 605

606 C. Additional Compliance  
 607

608 1. The National Flood Insurance Program Special Flood Hazard Area requires  
 609 permits for all projects that meet the definition of development, not just  
 610 “building” projects. Development projects include any filling, grading,  
 611 excavation, mining, drilling, storage of materials, temporary stream crossings. If  
 612 the construction or other development within a Special Flood Hazard Area is not  
 613 covered by a building permit, all other non-structural activities shall be permitted  
 614 by either the Rhode Island Coastal Resources Management Council and/or the  
 615 Rhode Island Department of Environmental Management as applicable.  
 616 Therefore if another State agency issues a permit, the local building official must  
 617 have the opportunity for input and keep a copy of the respective permit in their  
 618 files.  
 619

620 Prior to the issuance of a building or development permit, the applicant shall  
 621 submit evidence that all necessary permits and approvals have been received from  
 622 all government agencies from which approval is required by federal or state law

623 2. The SHFA are established as a floodplain overlay district. All development in the  
 624 district, including structural and non-structural activities shall be in compliance with  
 625 the following:

- 626 - Rhode Island State Building Code (As established under Rhode Island  
 627 General Law § 23-27.3);
- 628 - Coastal Resources Management Act, Rhode Island Coastal Resources  
 629 Management Council (RIGL § 46-23)
- 630 - Endangered Species Act, Rhode Island Department of Environmental  
 631 Management (RIGL § 20-1-2)
- 632 - Freshwater Wetlands Act, Rhode Island Department of Environmental  
 633 Management (RIGL § 2-1-18)
- 634 - Minimum Standards Related to Individual Sewage Disposal Systems, Rhode  
 635 Island Department of Environmental Management (RIGL §, 5-56, 5-56.1, 23-  
 636 19.15, 23-19.5, 23-24.3, 42-17.1, and 46-13.2)
- 637 - Water Quality Regulations, Rhode Island Department of Environmental  
 638 Management (RIGL § 42-17.1 and 42-17.6 and 46-12)  
 639

640 Any variances from the provisions and requirements of the above referenced state  
 641 regulations may only be granted in accordance with the required variance procedures  
 642 of these state regulations.  
 643

07-13-4

644 **17.16.80 PERMIT FEE**

645

646 For a SHFA permit, a permit fee [based on the formula used for issuing a building  
647 permit] shall be required to be paid to the City at the time of application.

648

649 **17.16.90 GENERAL DEVELOPMENT STANDARDS**

650

651 The following standards shall apply to any development located wholly or partly in a  
652 SFHA.

653

654 A. No watercourse shall be altered unless prior approval has been granted by the Rhode  
655 Island Department of Environmental Management. No watercourse shall be altered  
656 in a manner which will decrease the capacity of the watercourse. If an alteration of a  
657 watercourse is permitted, the Inspector of Buildings shall notify prior to said  
658 alteration:

659

660 Adjacent Communities

661

662 NFIP State Coordinator663 Rhode Island Emergency Management Agency

664

664 645 New London Avenue

665

665 Cranston Rhode Island 02920

666

667 Risk Analysis Branch

668

668 Federal Emergency Management Agency, Region I

669

669 99 High Street, 6<sup>th</sup> Floor

670

670 Boston, MA 02110.

671

672 B. In a floodway:

673

673 1. The construction of any structure that requires the issuance of a building permit  
674 shall be prohibited.

675

675 2. Any encroachment shall be prohibited unless a RPE certifies that said  
676 encroachment shall not result in an increase in the BFE.

677

678 D. Excavation or fill below the BFE may be permitted under the following conditions:

679

679 1. All excavation or fill shall be constructed so as not to obstruct a drainage way.

680

680 2. The excavation or fill shall be constructed so as to be stable, remain firm and in  
681 place during flooding and to protect abutting properties from increased runoff.

682

682 3. No land shall be altered in a manner which will increase a BFE. The amount of  
683 flood storage provided after the excavation or fill shall be at least equal to that which  
684 presently exists under the 2, 10, 25 and 100 year storm event. Said storage shall be  
685 equivalent to that lost at each elevation (in 1' increments) and shall be located in the  
686 same reach of the river. Written certification that said compensation has been  
687 created shall be provided by a RPE prior to the issuance of any Certificate of  
688 Occupancy [C of O].

689

690

691

692

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07-13-4

- 694 E. No outdoor storage of materials or equipment which is likely to cause damage to  
 695 property, create a potential obstruction, create a potential fire hazard or pollute the  
 696 waters in flood event shall be permitted in a SFHA. Said items shall include but not  
 697 necessarily be limited to: lumber and other buoyant materials, water-soluble  
 698 materials, volatile or flammable materials, acids or poisons.  
 699
- 700 F. Provision shall be made for anchoring facilities, equipment or yard features which are  
 701 capable of movement or flotation during flooding. Said items shall include but shall  
 702 not be limited to: fences, sheds, animal shelters, tanks, storage boxes, planters,  
 703 vehicles, boats and other items normally positioned or stored on a site outside of a  
 704 structure.  
 705
- 706 G. The use of flood-resistant materials shall be used for construction below the BFE.  
 707
- 708 H. Construction methods and practices shall be used that minimize flood damage.  
 709
- 710 I. All utilities shall be constructed such that they are elevated to or above the \* *BFE*  
 711 *DFE*  
 712
- 713 J. Onsite waste disposal systems shall be designed to avoid impairment to or  
 714 contamination from them during flooding.  
 715
- 716 K. Water supply and sanitary sewage systems shall be designed to prohibit infiltration  
 717 into the systems and discharge from the systems during flooding.  
 718
- 719 L. Fuel oil storage tanks shall be either elevated to or above the \**BFE DFE* or securely  
 720 anchored to prevent flotation. Vent pipes shall extend to or above the \**BFE DFE* and  
 721 fill caps below the \**BFE DFE* shall be screw type with a tight fitting gasket to  
 722 prevent mixing of water with oil.  
 723
- 724 M. BFE data shall be required for any subdivision proposal.  
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#### 726 17.16.100 Specific Standards

##### 727 A. Construction Standards for A-Zones

###### 728 1. Residential Construction

- 731 a. New construction, substantial improvements or repair to substantially  
 732 damaged structures shall have the bottom of the lowest floor including  
 733 basement and utilities elevated to or above the \**BFE DFE*  
 734 b. Should solid foundation perimeter walls be used to elevate a structure, the  
 735 structure shall comply with the standards specified in §17.16.100.A.4.  
 736 c. Prior to the issuance of any C of O, certification shall be provided as required  
 737 by §17.16.110.A.  
 738

###### 739 2. Non-Residential Construction

- 740 a. New construction, substantial improvements or repair to substantially  
 741 damaged structures shall:  
 742 1. Have the bottom of the lowest floor including basement and utilities  
 743 elevated to or above the \* *BFE DFE*; or

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2. Have the bottom of the lowest floor including basement and utilities dry floodproofed to or above the \*BFE DFE with watertight walls that are substantially impermeable to the passage of water, and shall be constructed with structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effects of buoyancy. Floodproofing measures shall take into account flood velocities, duration, and rate of rise, hydrostatic pressures, and impacts from debris or ice and shall be operable without human intervention and without an outside source of electricity.
    - b. Prior to the issuance of any C of O, certification shall be provided as required by §17.16.110.B.
  3. Manufactured (Mobile) Homes and Recreational Vehicles (RVs).
    - a. Manufactured homes to be newly placed, substantially improved or repaired as a result of substantial damage shall have the bottom of the lowest floor including utilities elevated to or above the \*BFE DFE.
    - b. Manufactured homes shall be securely anchored on a permanent foundation which itself is securely anchored so to resist flotation, lateral movement and hydrostatic pressures. Anchoring may include, but not be limited to, the use of over-the-top or frame ties to ground anchors.
    - c. Manufactured homes shall be installed using methods and practices which minimize flood damage.
    - d. Public utilities and facilities in manufactured homes or subdivisions shall be constructed so as to minimize flood damage.
    - e. Prior to the issuance of any C of O, certification shall be provided as required by §17.16.110.A.
    - f. Recreational vehicles placed on sites shall be on the site for fewer than 180 consecutive days.
  4. Elevated Structures

New construction, substantial improvements, or repair to substantially damaged structures that include fully enclosed areas formed by a foundation and other exterior walls below the \*BFE DFE of an elevated structure, shall be designed to allow for the entry and exit of flood waters to automatically equalize hydrostatic flood forces on exterior walls. ~~\*If a building has more than one enclosed area, each area~~ **All structures** shall comply with the requirements set by this Section. Designs showing compliance with the requirements set by this section shall be certified by a RPE or registered architect prior to the issuance of any building permit and shall meet the following standards:

    - a. The enclosed area shall be less than 300 SF.
    - b. The enclosed area shall be used only for the parking of vehicles, building access or storage of maintenance equipment used in connection with the premises.
    - c. Access to the enclosed area shall be the minimum necessary to allow for the parking of vehicles (garage door) or storage of maintenance equipment used in connection with the premises (standard exterior door) or entry to the living area (stairway or elevator).

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- d. The enclosed area shall not be used as living space [human habitation] or partitioned into separate rooms.
  - e. There shall be a minimum of 2 openings (hydraulic flood vents) having a total net area of not less than 1 square inch for every 1 SF of enclosed area subject to flooding. These hydraulic openings shall be located on at least 2 different walls. Only the area that lies below the BFE shall be used in the calculation of net area of vents required.
  - f. The bottom of all openings shall be no higher than 1' above grade. At least one side of the structure's enclosed area shall be at or above grade. Fill placed around the foundation walls shall be graded so that the elevation inside the enclosed area is equal to or higher than the adjacent outside elevation on at least one side of the structure. The foundation slab of a residential structure, including the slab of a crawlspace, shall be set equal to the outside finished grade on at least one side of the structure.
  - g. The openings may be equipped with screens, louvers, valves or other coverings or devices, provided they permit the automatic entry and exit of flood waters in both directions without any external influence or control such as human intervention, including the use of electrical and other non-automatic mechanical means. Other coverings may be designed and certified by an engineer and approved by the Inspector of Buildings.
  - h. Walls, floor, and ceiling materials located below the \*BFE DFE shall be unfinished and be constructed of flood resistant materials.
  - i. Utilities, washers, dryers, and food freezers shall be elevated to or above the \*BFE DFE. [Utilities or service equipment located in this enclosed area, even if elevated above the \*BFE DFE in the space, will subject the structure to increased flood insurance rates.]
  - j. For structures constructed with a crawl space:
    1. The interior height of the crawlspace measured from the interior grade of the crawl to the top of the foundation wall shall not exceed 4' at any point.
    2. An adequate drainage system shall be installed to remove floodwaters from the interior area of the crawlspace within a reasonable period of time after a flood event.
  - k. A copy of the legally recorded deed restriction prohibiting the conversion of the area below the lowest floor to a use or dimension contrary to the structure's originally approved design shall be provided to the City's Floodplain Manager prior to the issuance of any C of O.
5. Critical Facilities
- a. Construction of new critical facilities shall be prohibited within the 500-year floodplain.
  - b. Substantial improvements or repair to substantially damaged critical facilities shall:
    1. Have the bottom of the lowest floor, including basement and utilities either elevated or dry floodproofed, as required by §17.16.100.A.2.a.;
    2. Provide access to said facility that is elevated to or above the \* BFE DFE;
    3. Have toxic substances stored on site floodproofed and sealed to ensure that said substances shall not be displaced by or released into floodwaters.

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846 c. Prior to the issuance of any C of O, certification shall be provided as required  
847 by §17.16.110.B.
- 848 6. Accessory Structures
- 849 a. All Accessory Structures
- 850 1. Shall not be used for human habitation. An apartment, office or other  
851 finished space over an accessory structure is considered human habitation  
852 and shall require the structure to be elevated to or above the \*~~BFE DFE~~.
- 853 2. Shall be used only for the storage of vehicles and/or limited storage and  
854 shall not be modified into another use.
- 855 3. Shall be built of flood resistant materials below the \*~~BFE DFE~~.
- 856 4. Shall have all utilities elevated to or above the \* ~~BFE DFE~~.
- 857 5. Shall have all flammable or toxic materials stored above the \*~~BFE DFE~~.
- 858 b. Attached garages.
- 859 1. A garage attached to a residential structure shall have the garage floor slab  
860 elevated to or above the \*~~BFE DFE~~ or be dry floodproofed to above the \*  
861 ~~BFE DFE~~.
- 862 2. A garage attached to a nonresidential structure shall meet the above  
863 requirements or be dry floodproofed to above the \*~~BFE DFE~~.
- 864 b. Detached garages and accessory structures.
- 865 1. Shall have unfinished interiors.
- 866 2. Shall be wet floodproofed to above the \*~~BFE DFE~~.
- 867 3. Shall be no more than 500 SF and has a value less than \$1000
- 868 4. Shall be anchored to resist floatation, collapse, lateral movement and  
869 overturning.
- 870
- 871 7. Foundation Protection
- 872 A structure may be constructed on permanent fill in accordance with the  
873 following standards:
- 874 a. The bottom of the lowest floor including basement and utilities shall be  
875 elevated to or above the \*~~BFE DFE~~.
- 876 b. Fill shall be placed in layers no greater than 1' deep before compacting.
- 877 c. The top of the fill shall be no lower than the \*~~BFE DFE~~ and extend a  
878 minimum of 10' beyond the foundation of the structure before sloping below  
879 the BFE. The 10' minimum may be waived if a RPE certifies an alternative  
880 method has been provided to protect the structure from damage due to  
881 erosion, scour, and other hydrodynamic forces.
- 882 d. Fill used to support structures shall be compacted to 95% of the maximum  
883 density obtainable by the Standard Proctor Test (ASTM Standard D-698) and  
884 its suitability to support structures shall be certified by a RPE.
- 885 e. Fill shall be protected against erosion and scour during flooding. Slopes shall  
886 be no greater than 2 to 1 horizontal/vertical. Flatter slopes may be required  
887 where velocities may cause erosion.
- 888 f. The fill shall not adversely affect the flow or surface drainage from or onto  
889 abutting properties.
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8. Standards for Shallow Flooding Zones

Located in the SFHAs are areas designated as shallow flooding areas which have flood hazards associated with BFE of 1' to 3', where a clearly defined channel does not exist and the water path of flooding is unpredictable and indeterminate; in said areas the following requirements shall apply:

a. Residential Construction

1. New construction, substantial improvements, and repairs to substantially damaged structures shall have the lowest floor including basement and utilities elevated 3' higher than the flood depth number specified on the FIRM above the highest adjacent grade. If no flood depth is specified, the lowest floor including basement and utilities shall be elevated no less than 3' above the highest adjacent grade.
2. Adequate drainage paths around structures on slopes shall be provided to guide floodwaters around and away from proposed structures.
3. Prior to the issuance of any C of O, certification shall be provided as required by §17.16.110.A.

b. Non-Residential Construction

New construction, substantial improvements, and repairs to substantially damaged structures shall:

1. Have the lowest floor, including basement and utilities elevated 3' higher than the flood depth number specified on the FIRM above the highest adjacent grade. If no flood depth is specified, the lowest floor, including basement, shall be elevated no less than 3' above the highest adjacent grade; or
2. Have the bottom of the lowest floor, including basement and utilities dry floodproofed to an elevation 3' higher than the flood depth number specified on the FIRM above the highest adjacent grade with watertight walls that are substantially impermeable to the passage of water, and shall be constructed with structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effects of buoyancy. Floodproofing measures shall take into account flood velocities, duration, and rate of rise, hydrostatic pressures, and impacts from debris or ice and shall be operable without human intervention and without an outside source of electricity. If no flood depth is specified, the flood proofing elevation shall be elevated no less than three feet above the highest adjacent grade.
3. Adequate drainage paths around structures on slopes shall be provided to guide floodwaters around and away from proposed structures.
4. Prior to the issuance of any C of O, certification shall be provided as required by §17.16.110.B.

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- c. Manufactured (Mobile) Homes and Recreational Vehicles (RVs).
1. Manufactured homes to be newly placed, substantially improved or repaired as a result of substantial damage shall have the lowest floor including basement and utilities elevated 3' higher than the flood depth number specified on the FIRM above the highest adjacent grade. If no flood depth is specified, the lowest floor including basement and utilities shall be elevated no less than 3' above the highest adjacent grade.
  2. All manufactured homes shall be securely anchored on a permanent foundation which itself is securely anchored so to resist flotation, lateral movement and hydrostatic pressures. Anchoring may include, but not be limited to, the use of over-the-top or frame ties to ground anchors.
  3. All manufactured homes shall be installed using methods and practices which minimize flood damage.
  4. Public utilities and facilities in manufactured homes or subdivisions shall be constructed so as to minimize flood damage.
  5. Prior to the issuance of any C of O, certification shall be provided as required by §17.16.110.A.
  6. Recreational vehicles placed on sites shall be on the site for fewer than 180 consecutive days.

B. Construction Standards in V-Zones and Coastal A-zones

1. Residential and Nonresidential Construction  
All new and substantial improvements, and repair to substantially damaged structures:
  - a. Shall be elevated and secured to anchored pilings or columns and shall have the bottom of the lowest horizontal structural member of the structure and utilities elevated to or above the \*BFE DFE.
  - b. The pile or column foundation and structure attached thereto shall be anchored to resist flotation, collapse, and lateral movement due to the effects of wind and water loads acting simultaneously on all building components. Water loading values used shall be those associated with the base flood. Wind loading values used shall be those required by applicable state or local building standards.
  - c. Shall be certified by a RPE or registered architect that the design and methods of construction meet elevation and anchoring requirements.
  - d. Shall have space below the lowest floor either free of obstruction or constructed with breakaway walls. Any enclosed space shall be used solely of building, building access, or storage and shall not be used for human habitation.
  - e. Shall not utilize fill for structural support.
  - f. New development shall be located on the landward side of the reach of mean high tide.
2. Manufactured Homes
  - a. The placement of new manufactured homes shall not be permitted.
  - b. Existing manufactured homes which are substantially improved or repaired

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- 994 because they have sustained substantial damage:
- 995 1. Shall be elevated and secured to anchored pilings or columns and shall
- 996 have the bottom of the lowest horizontal structural member of the
- 997 structure and utilities elevated to or above the \*BFE DFE.
- 998 2. The pile or column foundation and structure attached thereto shall be
- 999 anchored to resist flotation, collapse, and lateral movement due to the
- 1000 effects of wind and water loads acting simultaneously on all building
- 1001 components. Water loading values used shall be those associated with the
- 1002 base flood. Wind loading values used shall be those required by
- 1003 applicable state or local building standards.
- 1004 3. Shall be certified by a RPE or registered architect that the design and
- 1005 methods of construction meet elevation and anchoring requirements.
- 1006 4. Shall have space below the lowest floor either free of obstruction or
- 1007 constructed with breakaway walls. Any enclosed space shall be used
- 1008 solely for building access or storage and shall not be used for human
- 1009 habitation.
- 1010 5. Shall not utilize fill for structural support.
- 1011

- 1012 3. Recreational Vehicles
- 1013 Recreational vehicles placed on sites shall be on the site for fewer than 180
- 1014 consecutive days.
- 1015

1016 **17.16.110 CERTIFICATION**

1017

1018 A. Residential Construction

1019

1020 Prior to the issuance of any C of O, the elevation of the lowest floor of the structure

1021 including basement and utilities shall be certified by a RPE or PLS. Said certification

1022 shall be provided on the current FEMA Elevation Certificate.

1023

1024 B. Non-Residential Construction

- 1025 Prior to the issuance of any C of O:
- 1026 1. The elevation of the lowest floor of the structure including basement and utilities
- 1027 shall be certified by a RPE or PLS. Said certification shall be provided on the
- 1028 current FEMA Elevation Certificate; or
- 1029 2. A RPE or registered architect shall certify the elevation of dryfloodproofing and
- 1030 that the design and methods of construction comply with the standards set by
- 1031 17.60.A.2.a.2. Said certification shall be provided on a Floodproofing Certificate
- 1032 (FEMA Form 81-65, 01/03, as amended).
- 1033
- 1034

1035 **17.16.120. VARIANCE**

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1037 A. GENERAL

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1039 The Zoning Board of Review [ZBR] may hear and grant a variance as prescribed in

1040 §17.92.010 subject to the procedures and standards contained therein. In addition to

1041 complying with the procedures and standards set by §17.92.010, The ZBR shall consider

1042 and make findings on the following additional factors:

1043

07-13-4

- 1044 1. The danger to life and property due to flooding including the susceptibility of the  
 1045 proposed facility and its contents to flood damage and the effect of such damage  
 1046 on the individual owners;  
 1047 2. The danger that materials may be swept on to other lands to the injury of others;  
 1048 3. The proposed water supply and sanitation systems and the ability of these systems  
 1049 to prevent disease, contamination, and unsanitary conditions;  
 1050 4. The importance of the services provided by the proposed facility to City;  
 1051 5. The requirements of the facility for a waterfront location;  
 1052 6. The availability of alternative locations not subject to flooding for the proposed  
 1053 use;  
 1054 7. The safety of access by ordinary and emergency vehicles to the property during  
 1055 flooding;  
 1056 8. The expected heights, velocity, duration and rate of rise of the flood waters  
 1057 expected at the site; and  
 1058 9. The costs of providing governmental services during and after flooding, including  
 1059 maintenance and repair of public utilities and facilities such as sewer, gas,  
 1060 electrical, and water systems, and streets and bridges.

1061  
 1062 B. GRANT OF VARIANCE  
 1063

1064 A variance shall not be granted by the ZBR unless an applicant demonstrates  
 1065 compliance with the following standards:

- 1066 1. The development shall not be located within a floodway  
 1067 2. The development shall not create any increase in a BFE.  
 1068 3. The development shall not place fill for structural support on a site located in a V-  
 1069 Zone or coastal A-zone  
 1070 4. There shall be no additional threat to public health, safety or creation of a  
 1071 nuisance.  
 1072 5. There shall be no additional public expense for flood protection, rescue or relief  
 1073 operations, policing, or repairs to roads, utilities, or other public facilities.  
 1074 6. The applicant's circumstances are unique and shall not establish a pattern  
 1075 inconsistent with the intent of the NFIP.  
 1076

1077 C. HISTORIC STRUCTURES  
 1078

1079 Variances may be issued for the repair or rehabilitation of a historic structure upon a  
 1080 determination that the proposed repair or rehabilitation shall not preclude the  
 1081 structure's continued designation as a historic structure and that the variance shall be  
 1082 the minimum to preserve the historic character and design of the structure.  
 1083

1084 D. NOTIFICATION  
 1085

- 1086 1. Any application for which a variance is granted, the ZBR shall give written  
 1087 notice, to the applicant specifying the difference between the base flood elevation  
 1088 and the elevation to which the lowest floor is to be built; and stating:  
 1089 a. That the cost of the flood insurance will be commensurate with the increased  
 1090 risk resulting from the reduced lowest floor elevation [up to twenty-five  
 1091 dollars (\$25) per one hundred dollars (\$100) of insurance coverage];  
 1092 b. That there will be increases the risks to life and property and

07-13-4

- 1093 c. That requires the applicant proceed with knowledge of these risks and that the
- 1094 applicant shall acknowledge in writing the assumption of the risk and liability.
- 1095
- 1096 A copy of the notice shall be recorded by the ZBR in the City's registry of deeds
- 1097 and shall be recorded in a manner so that it appears in the chain of title of the
- 1098 affected parcel of land.
- 1099
- 1100 2. The Inspector of Buildings shall maintain the records of appeal actions and report
- 1101 the granting of any variances to the Rhode Island Statewide Planning and to
- 1102 FEMA as part of the City's biennial report to the Agency.
- 1103

**17.16.130 Enforcement**

- 1106 A. It shall be the duty of the Inspector of Buildings to enforce the provisions of this
- 1107 Chapter. If the Inspector of Buildings finds that any provisions of this Chapter are
- 1108 being violated, he shall notify, in writing, the person responsible for such violation
- 1109 indicating the nature of the violation and ordering the action necessary to correct it.
- 1110
- 1111 B. When the above action does not result in the correction or abatement of the violation,
- 1112 the Inspector of Buildings is hereby authorized and directed to institute any and all
- 1113 actions, whether legal or equitable, necessary to the enforcement of this Chapter. Any
- 1114 person who continues to violate any provision of this Chapter after receiving notice of
- 1115 such violation shall be guilty of a violation of this Chapter and subject to a fine of
- 1116 \$500.00 for each violation. Each day such a violation is continued is a separate
- 1117 offense.
- 1118

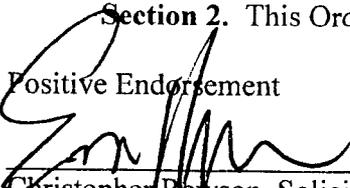
**17.16.140 Severability**

If any provision of this Chapter or of any rule, regulation or determination made there under, or the application thereof to any person, agency or circumstance, is held invalid by a court of competent jurisdiction, the remainder of the Chapter, rule, regulation or determination and the application of the provisions to other persons, agencies or circumstances, shall not be affected thereby. The invalidity of any section or sections of this Chapter shall not affect the validity of the remainder of the Chapter.

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

Positive Endorsement

Negative Endorsement (attach reasons)

  
Christopher Rawson, Solicitor

8/26/13  
Date

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

Sponsored by: Allan W. Fung, Mayor

Referred to: Ordinance Committee August 15, 2013

Allan W. Fung  
Mayor

Peter S. Lapolla  
Planning Director



13 AUG 13 2013

**CITY PLAN COMMISSION**  
Cranston City Hall  
869 Park Avenue, Cranston, RI 02910

Michael Smith  
Vice Chairman

Ken Mason, P.E.  
Mark Motte  
Gene Nadeau  
James Moran  
Robert Strom  
Frederick Vincent

August 7, 2013

Council President Lanni  
Cranston City Hall  
869 Park Avenue  
Cranston, RI 02910

**RE: Ordinance #07-13-4** In Amendment of Chapter 17.040.030 of the Code of the City of Cranston, 2005, Entitled "Zoning" (Special Flood Hazard Districts)

Dear Council President Lanni:

On August 6, 2013, the above referenced ordinance was reviewed by the City Plan Commission for the purpose of providing the Council with an advisory recommendation, as required by Section 45-24-52 of the Rhode Island General Laws and Section 17.120.030 of the Cranston Zoning Code.

Ordinance 7-13-4 Chapter 17.16 "Special Flood Hazard Districts" proposes to delete in its entirety and to add a new Chapter 17.16. While Chapter 17.16 mostly mirrors the existing ordinance, the new ordinance is changed to reflect the current state of regulatory practice for floodplain management and to clarify and strengthen development standards within the floodplain especially as they pertain to critical facilities, to development within the Coastal A Zones and to the documentation that must be submitted as part of any application to alter the SFHA.

Staff would note that the Rhode Island Emergency Management Agency has reviewed and commented on the proposed ordinance and their comments have been incorporated into the ordinance.

Given the above, upon motion made by Mr. Motte and seconded by Mr. Mason, the Commission unanimously voted to recommend favorably on Ordinance 7-13-4 conditioned upon correcting a scrivener's error. (The acronym "SFHA" to identify the Special Flood Hazard Area: in parts of the ordinance the letters have been transposed to "SHFA.")

Ayes: Vice Chairman Smith, Messers Moran, Mason, Vincent and Motte. Nay: none.

Respectfully submitted,

Peter S. Lapolla  
Director

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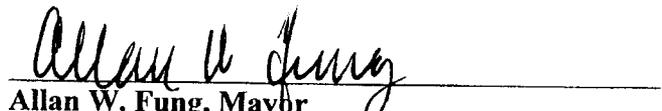
THE CITY OF CRANSTON

**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 on Calaman Road)

\*Amended in City Council No. 2013-28  
8/26/2013  
Passed: August 26, 2013

  
John E. Lanni, Jr., Council President

Approved:  
August 29, 2013

  
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 therefrom the following:

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

**Section 2.** Chapter 10.32, Section .125 entitled "No Parking-After 5:00 p.m." is hereby amended by adding thereto the following:

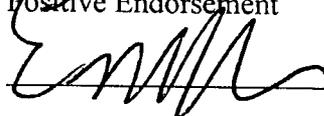
Calaman Road, north side, from Reservoir Avenue to in front of the premises numbered 11 Calaman Road.

Calaman Road, south side, from Reservoir Avenue for a distance of one hundred and fifty (150) feet. ~~one hundred (100) feet.~~

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

Positive Endorsement

Negative Endorsement (attach reasons)

 8/26/13

Christopher Rawson, City Solicitor Date

Christopher Rawson, City Solicitor Date

Refer to Ordinance Committee August 15, 2013

Sponsored by: Councilman Botts

**-AUGUST 26, 2013-**

**7-13-6 ORDINANCE IN AMENDMENT OF TITLE 10, CHAPTER 32 OF THE  
CODE OF THE CITY OF CRANSTON, 2005, ENTITLED 'MOTOR  
VEHICLES AND TRAFFIC' (Pond and Orchard)**

On motion by Council Vice-President Farina, seconded by Councilman Botts, the above Ordinance was adopted on a vote of 9-0. The following being recorded as voting "aye": Councilwoman Lee, Councilmen Stycos, Botts, Archetto, Aceto, Santamaria, Favicchio, Council Vice-President Farina and Council President Lanni -9.

**FINANCE COMMITTEE  
(Councilman Steven A. Stycos, Chair)**

**RESOLUTION AUTHORIZING REAL ESTATE AND TANGIBLE TAX  
ABATEMENTS**

On motion by Council Vice-President Farina, seconded by Councilman Aceto, the above Resolution was adopted on a vote of 9-0. The following being recorded as voting "aye": Councilwoman Lee, Councilmen Stycos, Botts, Archetto, Aceto, Santamaria, Favicchio, Council Vice-President Farina and Council President Lanni -9.

**RESOLUTION AUTHORIZING MOTOR VEHICLE TAX ABATEMENTS**

On motion by Councilman Aceto, seconded by Council Vice-President Farina, the above Resolution was adopted on a vote of 9-0. The following being recorded as voting "aye": Councilwoman Lee, Councilmen Stycos, Botts, Archetto, Aceto, Santamaria, Favicchio, Council Vice-President Farina and Council President Lanni -9.

**TAX INTEREST WAIVER APPROVALS**

On motion by Council Vice-President Farina, seconded by Councilman Aceto, it was voted to approve the above list of Tax Interest Waiver Approvals. Motion passed on a vote of 9-0. The following being recorded as voting "aye": Councilwoman Lee, Councilmen Stycos, Botts, Archetto, Aceto, Santamaria, Favicchio, Council Vice-President Farina and Council President Lanni -9.

7-13-6

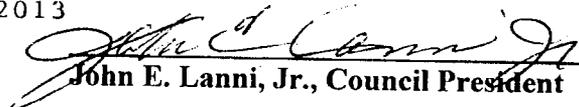
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THE CITY OF CRANSTON

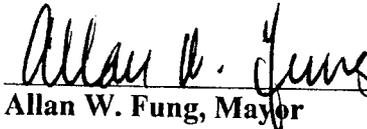
**ORDINANCE OF THE CITY COUNCIL**  
IN AMENDMENT OF TITLE 10, CHAPTER 32 OF THE CODE OF THE CITY  
OF CRANSTON, 2005, ENTITLED "MOTOR VEHICLES AND TRAFFIC"  
(Pond and Orchard)

No. 2013-29

*Passed:* August 26, 2013

  
John E. Lanni, Jr., Council President

*Approved:*  
August 29, 2013

  
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 deleting therefrom the following:

[Orchard Street, at its intersection with Pond Street.]

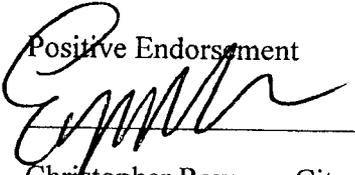
**Section 2.** Chapter 10.32, Section .030 entitled " Multi-way Stop intersections- enumerated" is hereby amended by adding thereto the following:

Pond Street and Orchard Street, 4 way stop.

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

Positive Endorsement

Negative Endorsement (attach reasons)

 8/26/13

\_\_\_\_\_

Christopher Rawson, City Solicitor Date

Christopher Rawson, City Solicitor Date

Sponsored by: Councilman Botts

Refer to Ordinance Committee August 15, 2013

Allan W. Fung  
Mayor



Kenneth R. Mason, P.E.  
Director of Public Works

**Bureau of Traffic Safety**

**STAFF REPORT**

**Date:** 8/7/13  
**To:** City Council  
**From:** Stephen Mulcahy, Traffic Engineer (Acting)  
**Ordinance Proposal No:** 7-13-6  
**Date referred to staff:** 7/18/13  
**CC:** Wall; Zanni; Cordy; Lopez; Campisani; Giarrusso

**Subject:** **Section 1.** Chapter 10.32, Section .020 entitled "Stop Intersections-Enumerated" is hereby amended by deleting there from the following:

**[Orchard Street, at its intersection with Pond Street.]**

**Section 2.** Chapter 10.32, Section .030 entitled "Multi-way Stop intersections-Enumerated" is hereby amended by adding thereto the following:

**Pond Street and Orchard Street, 4 way stop.**

**BACKGROUND**

**Procedure:** Pursuant to Section 9.06 of the City of Cranston Charter, the Bureau of Traffic Safety shall issue a report prior to the adoption of any rule, regulation, or order relating to traffic. Such reports may include in-house and/or field investigations to compile data relative to crash/accident incidence; roadway geometry; sight line distance; current codified ordinance; and other traffic control standards as defined in the *Manual on Uniform Traffic Control Devices*, 2009 edition, approved by the Federal Highway Administration.

**Existing Condition:**

- Orchard St.: two-way low volume residential (25MPH) roadway; total ROW width of 50' at its northern intersection with Pond St., including a 30' paved roadway with paved and grass curbed sidewalks within the subject segment, and total ROW width of 40' at its southern intersection with Pond St. including a 24' paved roadway with paved and grass curbed sidewalks; no parking restrictions on either side; and two-way STOP control at its intersection with Pond St.
- Pond St.: two-way low volume residential (25MPH) roadway; total ROW width of 40' including 24' paved roadway with paved and grass curbed sidewalks; no parking restrictions on either side.
- Limited corner visibility within the subject intersection due to concrete retaining walls and vegetation projecting to the edge of the property lines at all four corners of the subject intersection.
- Roadway geometry is mostly level.

**Staff Analysis:**

- Crash data compiled from Cranston Police for the period 1/1/09 – 6/13/13 reveals two crashes within the subject intersection; one related to driver's failure to stop at the stop sign on Orchard Ave., no injuries; and one related to a vehicle backing out of a driveway and striking a vehicle traveling on Pond St, no injuries.
- No pedestrian accidents reported within same time period at subject intersection.
- In preparation of this report, I contacted Principal Beth Basile of Dutemple School. She indicated that no specific routes have been established for walkers coming from the surrounding neighborhoods to the school. Attempts made to organize "walking school buses" with parents were met with minimal success.
- Based on criteria established by MUTCD, restricted view exists at all four corners of the subject intersection due to retaining walls and vegetation at the adjacent properties, combined with narrow roadway widths on two of the four intersecting segments, a condition requiring road users at all four segments to come to a complete stop to safely negotiate the intersection is created. The criteria for roadway speed, volume, and crash incidence have not been satisfied.
- Based on the assigned location of the school crossing guard at Park Ave. and Orchard St., the use of Orchard St., with its eventual intersection at Pond St., provides a direct path for elementary school walkers approaching and departing Dutemple School from and to areas south of Park Ave.

**FISCAL IMPACT**

Funds for material and perpetual maintenance of these devices shall be expended from the Division of Highway Maintenance operating budget under line item 101-1302-54103, Traffic Sign Materials.

**RECOMMENDATION**

For reasons stated in the above analysis, sound engineering judgment guides staff to **recommend approval** of this ordinance.

**ATTACHMENTS**

None.

Authorized Signature:



Date: 8/7/13

THE CITY OF CRANSTON

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

No. 2013-34

*Passed:* August 26, 2013



*John E. Lanni, Jr., 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)

ALLAN FUNG  
MAYOR



DIVISION OF ASSESSMENT  
869 PARK AVE  
CRANSTON, RI 02910

SALVATORE SACCOCCIO JR.  
CITY ASSESSOR

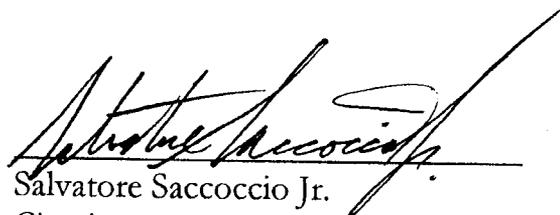
DAVID COLE  
DEPUTY ASSESSOR

MEMO

DATE: August 2, 2013  
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, 2011	4,506	154.34
December 31, 2012	<u>1,902,221</u>	<u>62,325.90</u>
Totals:	1,906,727	62,480.24

  
Salvatore Saccoccio Jr.  
City Assessor

\*\*\* RECHIBIT REP \*\*\* Printed 08022013 at 08:37:48 by KARBUR

Page 1

City of Cranston  
2012 Abatement List

1 1604028001 991-6040-280  
Location 444 WELINGTON AV  
OTTO H MUELLER CO THE  
BOWDEN WALLACE  
565 QUAKER LN #55  
WEST WARWICK RI 02893

Location 0000000000

Location 0000000000

Original	:	Value		Original	:	Value	
OUT OF BUSINESS	:	4505	154.34	Adjusted	:	4505	154.34
Adjusted	:			Adjusted	:		

Original	Value	Tax	Accounts
Abatements	4505	154.34	on 1
Adjusted	4505	154.34	

City of Cranston  
2013 Abatement List

Location	Original Value	Original Tax	Exemption Omit	Adjusted Value	Adjusted Tax
1 2108960001 011-1865 Location 1334 PARK AV 1334 PARK AVENUE REALTY LLC 22 RANDOLPH ST CRANSTON RI 02920	688400 ASSESSORS APPE : Adjusted : 342600	21883.75 11847.11 10036.64		124463 Exemption Omit : Adjusted : 102978	2842.72 490.72 2352.00
2 0111600001 990-1116 Location 68 BELGIUM ST ALL PHAZE CLEANING CO CARUSO PAUL 68 BELGIUM ST CRANSTON RI 02920	17352 LISTING ERROR : Adjusted : 3558	594.47 472.58 121.89		10000 LISTING ERROR : Adjusted : 5657	342.60 148.79 193.81
3 0230511001 990-2905-110 Location 116 HARPER AV B & S STUDIOS HUGO OTERO 116 HARPER AVE CRANSTON RI 02910	1900 OUT OF BUSINESS : Adjusted :	65.09		262809 LISTING ERROR : Adjusted :	9003.83 9003.84 -.01
4 0230654501 990-2306-545 Location 24 ONEIDA ST BAEZ KEITH A KEITH A BAEZ 24 ONEIDA ST CRANSTON RI 02920	19950 LISTING ERROR : Adjusted : 13025	683.48 237.25 446.23		144099 Exemption Omit : Adjusted : 125304	3291.21 429.28 2861.93
5 0217477501 006-1707 Location 109 PRESTON DR BRUSCO ANNA LIFE ESTATE 109 PRESTON DR CRANSTON RI 02910	144099 Exemption Omit : Adjusted : 125304	214983 7336 207127		4909.74 178.97 4730.77	
6 0323882501 020-0181 Location 239 OLNEY ARNOLD RD CALDARONE WILLIAM A & WF GILDA 239 OLNEY ARNOLD RD CRANSTON RI 02921	214983 Exemption Omit : Adjusted :				
7 0302112501 008-0291 Location 63 URBANA ST CANNATA LORETTA 63 URBANA ST CRANSTON RI 02920	19950 LISTING ERROR : Adjusted : 13025				
8 0505478001 990-5054-780 Location 2190 BROAD ST ETERNAL BEAUTY SALON & SPA KIM PHOMMACHANH 2190 BROAD ST CRANSTON RI 02905	144099 Exemption Omit : Adjusted : 125304				
9 0611332501 990-6113-325 Location 50 BURNHAM AV FALVEY LINEN SUPPLY INC FALVEY LINEN SUPPLY INC 50 BURNHAM AVE CRANSTON RI 02920	214983 Exemption Omit : Adjusted :				

City of Cranston  
2013 Abatement List

Location	Original Value	Original Tax	Abatement	Adjusted Value	Adjusted Tax
10 0602290003 017-0887 Location SOUTH ST FELACO ELEANOR R 24 SOUTH ST CRANSTON RI 02920	5600	127.90	430	5170	118.08
11 0602290002 017-0886 Location SOUTH ST FELACO ELEANOR R 24 SOUTH ST CRANSTON RI 02920	5600	127.90	430	5170	118.08
12 0714270501 990-7142-705 Location 58 MEREDITH DR GARY D ROY LLC GARY D ROY 58 MEREDITH DRIVE CRANSTON RI 02920	2620	89.76	2620	0	89.76
13 0714232501 990-7142-325 Location 911 PONTIAC AV #8 GEL OPTIONZ LLC BRENDA GATES 911 PONTIAC AVE CRANSTON RI 02920	20710	709.52	20710	0	709.52
14 0714387501 990-7143-875 Location 1000 CHAPEL VIEW BLVD GENERAL NUTRITION CNTR #1995 GENERAL NUTRITION CENTERS, INC PO BOX 548 GLEN ROCK NJ 07452	76722	2628.49	30509	46213	1583.25
15 0814829501 007-0760 Location 47 SUMNER AV HERNANDEZ MAYRA M 45 SUMNER AVE CRANSTON RI 02920	161600	5536.41	73867	87733	3005.73
16 1313844001 991-3138-440 Location 34 SOPHIA DR LANFREDI EDWARD J EDWARD J LANFREDI 34 SOPHIA DR CRANSTON RI 02921	14100	483.06	14100	0	483.06
17 1313237001 991-3132-370 Location VARIOUS ST LEASE CORP OF AMERICA LEASE CORP OF AMERICA P O BOX 1297 TROY MI 48099	20198	691.98	18317	1881	64.44
18 131378001 991-3137-780 Location 100 MIDWAY RD LIBERTY MUTUAL INSURANCE CO C/O DMA PT COMPLIANCE 8440 ALLISON POINTE BLVD # 300 INDIANAPOLIS IN 46250	253040	8669.15	9000	244040	8360.81

City of Cranston  
2013 Abatement List

Location	Original Value	Exemption Omit	Adjusted Value	Original Tax	Adjusted Tax
19 1430487501 012-2378 Location 17 INVERNIA RD MANOCCHIO PAOLA 17 INVERNIA RD CRANSTON RI 02920	120999	11867	109132	2763.61	2492.57
20 1417445001 009-3145 Location 72 FAIRFIELD RD MERLUZZO LOUIS MERLUZZO LOIS JT 67 GENTRY WAY SCITUATE RI 02857	189100	31338	157762	4319.04	3603.28
21 1432034001 007-3355 Location 1195 CRANSTON ST MORETTI ANGELO MORETTI MARIA T/E 1211 CRANSTON ST CRANSTON RI 02920	176500	84500	92000	6046.89	3151.92
22 1505266501 991-5052-665 Location VARIOUS ST MARRAGANSETT GAS CO C/O PROPERTY TAX DEPT 40 SYLVAN ROAD WALTHAM MA 02451-2286	24405926	345338	24059988	836126.40	824295.12
23 1505394501 018-0003 Location 1235 DAKLAWN AV MATALE FAMILY LLP 859 WASHINGTON ST # 309 C/O GJ C/O GJS MANAGEMENT DEDHAM MA 02026	804700	59700	745000	27569.02	25523.70
24 1604028001 991-6040-280 Location 444 WELINGTON AV OTTO H MUELLER CO THE BOWDEN MALLACE 565 OLAVER LN #55 WEST HARRICK RI 02893	4505	4505		154.34	154.34
25 1717444002 017-1485 Location PLYMOUTH ST PLOUDE RICHARD M PLOUDE RACHAEL L T/E 63 PLYMOUTH STREET CRANSTON RI 02920	28600	22900	5700	653.22	130.18
26 1915674001 991-9156-740 Location VARIOUS ST RAYMOND LEASING CORP RAYMOND LEASING CORP 22 S CANAL ST GREENE NY 13778	24554			841.22	841.22
27 1902511002 002-3784 Location 81 GRAND AV REED MARGARET LIFE ESTATE 81 GRAND AVENUE CRANSTON RI 02905	159063	23228	135835	3632.98	3102.45

City of Cranston  
2013 Abatement List

28 1902511003 002-4006  
Location MARRAGANSETT BLVD  
REED MARGARET LIFE ESTATE  
81 GRANE AVENUE  
CRANSTON RI 02905

29 1905235501 012-0518  
Location 35 JOHN ST  
RICCI PALME LIFE ESTATE  
35 JOHN STREET  
CRANSTON RI 02920

30 2025909501 992-0259-095  
Location VARIOUS ST  
SUGARLOAF CREATIONS  
COINSTAR INC  
1800 114TH AVE SE  
BELLEVUE WA 98004

Original Value	68500	Original Tax	1559.97	Original Value	95799	Original Tax	2188.04	Original Value	28932	Original Tax	991.21
Exemption Omit	945	Exemption Omit	21.58	Exemption Omit	57771	Exemption Omit	1319.49	OUT OF BUSINESS	28932	OUT OF BUSINESS	991.21
Adjusted Value	67355	Adjusted Tax	1538.39	Adjusted Value	38028	Adjusted Tax	868.55	Adjusted		Adjusted	

31 2109004001 992-1090-040  
Location 117 PETTACONSETT AV  
TRANS-TEX LLC  
TRANS-TEX LLC  
117 PETTACONSETT AVE  
CRANSTON RI 02920

32 2108931001 003-0520  
Location 152 PAINE AV  
TURNER SANDRA D  
152 PAINE AVE  
CRANSTON RI 02910

33 2412043001 992-4120-430  
Location 1470 PLAINFIELD PK  
WATER MORKS  
CARLO FERREIRA  
P O BOX 8917  
CRANSTON RI 02920

Original Value	283041	Original Tax	9696.98	Original Value	160027	Original Tax	3655.00	Original Value	60475	Original Tax	2071.87
Listing Error	237500	Listing Error	8136.75	Listing Error	52028	Listing Error	1188.32	Listing Error	57220	Listing Error	1960.36
Adjusted Value	45541	Adjusted Tax	1560.23	Adjusted Value	107999	Adjusted Tax	2466.68	Adjusted	3255	Adjusted	111.51

34 2412215501 992-4122-155  
Location 420 COMSTOCK PKWY  
MORTHINGTON PETER L  
PETER L MORTHINGTON  
420 COMSTOCK PKWY  
CRANSTON RI 02921

Original Value	6225	Original Tax	213.26	Original Value		Original Tax		Original Value		Original Tax	
OUT OF BUSINESS	6225	OUT OF BUSINESS	213.27	OUT OF BUSINESS							
Adjusted Value		Adjusted Tax	-.01	Adjusted Value		Adjusted Tax		Adjusted Value		Adjusted Tax	

Original Value 28660272 965164.11  
Abatements 1902221 62325.90 on 34 Accounts  
Adjusted 26758051 902838.21

THE CITY OF CRANSTON

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

No. 2013-35

*Passed:* August 26, 2013



*John E. Lanni, Jr., 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)

ALLAN FUNG  
MAYOR



DIVISION OF ASSESSMENT  
869 PARK AVE  
CRANSTON, RI 02910

SALVATORE SACCOCCIO JR.  
CITY ASSESSOR

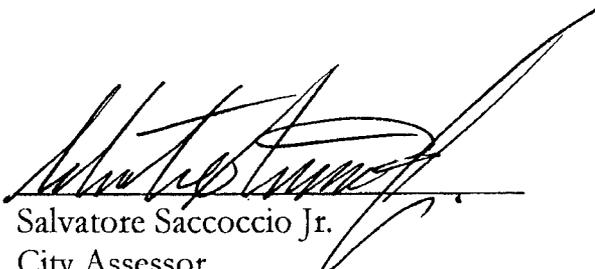
DAVID COLE  
DEPUTY ASSESSOR

## MEMO

DATE: August 2, 2013  
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, 2009	23,054	978.43
December 31, 2010	42,633	1,809.36
December 31, 2011	120,087	5,096.49
December 31, 2012	<u>681,553</u>	<u>28,925.10</u>
Totals:	867,327	36,809.38

  
Salvatore Saccoccio Jr.  
City Assessor

City of Cranston  
2010 Motor Vehicle  
Abatement List

Vehicle ID	Year	Value	Tax	Original Value	Original Tax	Adjusted Value	Adjusted Tax
32010030 Vehicle 2007 ID 580BN05177P002039 BELL ROBERT E 101 OAKLAWN AVE Cranston RI 02920	2	0000009658	034852	0000000000	0000000000	0000000000	0000000000
53004910 Vehicle 2007 ID JTEBU148778083848 WEST BENJAMIN 44 ARNOLD AVE Cranston RI 02905	3	0000154711	JY 692	0000000000	0000000000	0000000000	0000000000
53004940 Vehicle 2008 ID WMEJ31X38K189907 WEST JENNIFER 44 ARNOLD AVE Cranston RI 02905	3	0000154717	JY 693	0000000000	0000000000	0000000000	0000000000
53010480 Vehicle 2006 ID VY1M682362169679 WGDARD COLIN M 153 PLANTATION DRIVE CRANSTON RI 02920	4	0000156650	729267	0000000000	0000000000	0000000000	0000000000
Original : EXEMPTION OMITTED Adjusted Tax:		Value : 978	Tax : 27.67	Original : OUT OF STATE REG Adjusted Tax:	Value : 23975	Tax : 996.28	Original : OUT OF STATE REG Adjusted Tax:
Original : OUT OF STATE REG Adjusted Tax:		Value : 17,875	Tax : 737.40	Original : OUT OF STATE REG Adjusted Tax:	Value : 11893	Tax : 484.96	Original : OUT OF STATE REG Adjusted Tax:

For Tax Year: 2010

Original Value	Tax	Adjusted Value	Adjusted Tax
54711	2246.31	54711	978.43
			1267.88

on 4 Accounts

City of Cranston  
2011 Motor Vehicle  
Abatement List

Vehicle ID	Year	Make	Model	Original Value	Adjusted Value	Original Tax	Adjusted Tax
32010040	2007	VALU	034852	000009797			
580805177P002039							
BELL ROBERT E							
101 OAKLAWN AVE							
Cranston RI 02920							
36015020	1999	JEEP	990881	000054052			
ID 1J4F68S3X1676317							
FRANCIS JOHN W							
21 LOOKS AVE							
Cranston RI 02920							
37014190	2001	FORD	073302	000060367			
ID 1FAFP5SU21G260322							
GOLDBERGER MELISSA M							
208 WILBUR AVE							
Cranston RI 02921							
43029490	2002	VOLV	WZ 518	0000096367			
ID VY1TS91D821246024							
MELONE BRENDA L							
73 SHAW AVE							
Cranston RI 02905							
46024590	2005	DOOG	040935	0000117188			
ID 1D7HU18D05J508531							
PIZZO JASON W							
38 BEACHMONT AVE							
Cranston RI 02905							
49009910	2003	FORD	BS 304	0000131722			
ID 1FMZU73K53ZB18493							
SCHIARO KENNETH R							
143 ELTON CIRCLE							
Cranston RI 02920							
53004830	2007	TOYT	JY 692	0000153847			
ID JTEBU14R778083848							
WEST BENJAMIN							
44 ARNOLD AVE							
Cranston RI 02905							
53010350	2006	VOLV	729267	0000155774			
ID VY1MH682362169679							
WOODARD COLIN M							
153 PLANTATION DRIVE							
Cranston RI 02920							

For Tax Year: 2011

Original Value	67712	Tax	4120.76
Adjusted Value	2311.40	Tax	1809.36
		on 8	Accounts
			2311.40

City of Cranston  
2012 Motor Vehicle  
Abatement List

Line	Original Value	Original Tax	Adjusted Value	Adjusted Tax	Original Value	Original Tax	Adjusted Value	Adjusted Tax
1	31010290 Vehicle 2007 ID 3N1AB61E27L691429 ANDERSEN JOAN A 141 EAST ST CRANSTON RI 02920	765899	0000003676	295.94	32010020 Vehicle 2007 ID 5B0BN05177P002039 BELL ROBERT E 101 OAKLAWN AVE CRANSTON RI 02920	034852	0000010207	27.16
2	Original Value: 7,335 Tax: 295.94 OUT OF STATE REG Adjusted Tax: 295.94		Original Value: 1140 Tax: 27.16 EXEMPTION OMITTED Adjusted Tax: 27.16		32027090 Vehicle 2008 ID 1FTPM14578F05784 BROWN KEVIN F 37 MAGNOLIA ST CRANSTON RI 02910	000249	0000015826	1407.64
3	Original Value: 972 Tax: 167.80 STOLEN/SOLD/JUNK/TOT Adjusted Tax: 159.02		Original Value: 2368 Tax: 113.58 STOLEN/SOLD/JUNK/TOTA Adjusted Tax: 1034.30		Original Value: 6230 Tax: 1407.64 WRONG PERSON/COMPAN Adjusted Tax: 1143.24			
4	32028030 Vehicle 2005 ID 5K1B819165F193435 BRUNI BRUCE E 165 CAPUANO AVE CRANSTON RI 02920	096822	0000016134	295.94	32031580 Vehicle 1998 ID HDBJL65G5W/F038914 BURNS MORRINE M 23 ROCKCREST DR CRANSTON RI 02920	906176	0000022618	906176
5	Original Value: 972 Tax: 167.80 STOLEN/SOLD/JUNK/TOT Adjusted Tax: 159.02		Original Value: 2368 Tax: 113.58 STOLEN/SOLD/JUNK/TOTA Adjusted Tax: 1034.30		33011090 Vehicle 2006 ID 4JG8B75E86A072630 CARMODY SEAN P 10 BASIL CROSSING CRANSTON RI 02921	053333	0000074837	512.85
6	37014220 Vehicle 2001 ID 1FAFP55U21G250322 GOLDBERGER MELISSA M 208 WILBUR AVE CRANSTON RI 02921	073302	0000060169	295.94	40006510 Vehicle 2003 ID 1HD1BMY483Y050713 JORDAN JAMES G 9 ARROW GLEN CRANSTON RI 02921	265.03	0000074837	777.88
7	Original Value: 620 Tax: 185.25 STOLEN/SOLD/JUNK/TOT Adjusted Tax: 185.22		Original Value: 20075 Tax: 52133.93 OUT OF COMMUNITY Adjusted Tax: 520303.17		Original Value: 5675 Tax: 219.63 OUT OF STATE REG Adjusted Tax: 219.63			
8	43008820 Vehicle 2005 ID 2T1BR32E55C332361 MARBLE ERICA A 23 BRACKEN ST CRANSTON RI 02920	EM 17	000089399	288.17	44002650 Vehicle 2008 ID KL1T066888B174055 NELSON FRED L 801 PONTIAC AVE CRANSTON RI 02910	802763	0000102855	303.57
9	Original Value: 7,290 Tax: 288.17 STOLEN/SOLD/JUNK/TOT Adjusted Tax: 252.64		Original Value: 13700 Tax: 560.21 OUT OF COMMUNITY Adjusted Tax: 514.80		Original Value: 5906 Tax: 303.57 STOLEN/SOLD/JUNK/TO Adjusted Tax: 68.75			
10	43045000 Vehicle 2009 ID 2G1NB57K391224534 MULLENHOUR DONNA C 28 WALDRON AVE APT 3 CRANSTON RI 02910	PV 858	0000101136	45.41				

City of Cranston  
2012 Motor Vehicle  
Abatement List

Vehicle ID	Year	Make	Model	Plate	Original Value	Original Tax	Adjusted Value	Adjusted Tax
44005710	2010	NISS		007563	24,800	325,746.01	13274	288.93
ID 1N4AA5A5AC817223 NISSAN INFINITI 8900 FREEPORT PARKWAY Irving TX 00000								
46008050	2009	CHEV		PA 49	13274	288.93	288.93	288.93
ID 2G1MT57M491283951 PARR WILLIAM A 32 HEROD ST Cranston RI 02921								
46010210	2008	LEKS		010620	23475	3081.56	6293	249.46
ID JTHBJ46GX8234033 PAUL EDWARD E 62 RALLS DR Cranston RI 02920								
46018450	2007	HOND		P 714	46024910	0000116539	040835	18
ID 1HGCM66467A098889 PETRONE DAVID E 32 MCCASIN TRL CRANSTON RI 02921								
46024910	2005	DODG		040835	49010030	0000131314	BS 304	688.04
ID 1D7HU18D05J508531 PIZZO JASON W 38 BEACHMONT AVE Cranston RI 02905								
49010030	2003	FORD		BS 304	49035270	0000139479	074871	187.08
ID 1FHZU73K53Z818493 SCHIANO KENNETH R 143 ELTON CIRCLE Cranston RI 02920								
49010270	2008	MERC		QY 367	12,944	568.48	2800	113.65
ID 3MEHM08298R665421 SCHIAVULLI AMANDA J 28 CLIFFDALE AVE Cranston RI 02905								
49022410	2000	NISS		ZA 216	2800	383.23	269.58	269.58
ID JNTCA310D2YTT769061 SLAUEMWHITE BRENDA 21 VARSON ST CRANSTON RI 02920								
49035270	2004	NISS		074871	49035270	0000139479	074871	500.96
ID 1N4BA41E84C867082 STUBBS JARED W 156 GRACE STREET Cranston RI 02910								
OUT OF STATE REG					11,497	470.32	2195	242.30
Adjusted Tax:								65.00

For Tax Year: 2012

Original	:	Value	:	192260	858199.09
Adjusted Tax	:		:	5098.49	853102.60

on 21 Accounts

City of Cranston  
2013 Motor Vehicle  
Abatement List

Line	Original Value	Adjusted Value	Original Tax	Adjusted Tax	Vehicle ID	Year	Make	Model	Color	Plate	Address	City	State	Zip
1	31001330	0000000434	4,068	24.11	31009260	2008	GULF			005845	Vehicle 2008 ID 4UZAB2D37CZ4442			
	Vehicle 2002	TOY	Y	900							ALTMAN MARK S 28 MARI GOLD CT Cranston RI 02920			
2	31014310	0000005464	12354	809.16	31014310	2010	TOYT			106.10	Vehicle 2010 ID 4T1BF3EK0AU096401			AS 678
	Vehicle 2007	VALU									ARAKELIAN KARINE 64 KIMBERLY LANE Cranston RI 02921			
3	32009740	0000010593	237	131.31	32009740	2007	VALU			703.06	Vehicle 2007 ID 5B0BN05177P002039			
	Vehicle 2003	NISS									BELL ROBERT E 101 OAKLAWN AVE Cranston RI 02920			
4	31014610	0000005576	098184	418.80	32012160	2005	DODG			108.88	Vehicle 2005 ID 1D4GP24R458362488			
	Vehicle 2006	HD									BENARD PAUL G 1111 PIPPIN ORCHARD RD CRANSTON RI 02921			
5	32018560	0000012705	745	141.29	32018560	2008	GMC			128.10	Vehicle 2008 ID 1GFKG38184127102			
	Vehicle 2011	CHAN									BLISS ALLISON A 66 SAGAMORE RD CRANSTON RI 02920			
6	32027430	0000016434	237	131.31	32027430	2005	KARA			538.99	Vehicle 2005 ID 5KTBS19185F193435			
	Vehicle 2009	KIA									BOUSQUET NICHOLAS M 93 ALLEN AVE CRANSTON RI 02910			
7	32012160	0000011391	745	141.29	32012160	2005	DODG			128.10	Vehicle 2005 ID 1GFKG38184127102			
	Vehicle 2008	GMC									BLISS ALLISON A 66 SAGAMORE RD CRANSTON RI 02920			
8	32020600	0000014339	775632	538.99	32020600	2009	TOYO			128.10	Vehicle 2009 ID JTDBL40E294022382			
	Vehicle 2009	TOYO									BOUDREAUX JUDITH L 14 SOPHIA DR CRANSTON RI 02921			
9	32018560	0000012705	745	141.29	32018560	2008	GMC			128.10	Vehicle 2008 ID 1GFKG38184127102			
	Vehicle 2008	GMC									BLISS ALLISON A 66 SAGAMORE RD CRANSTON RI 02920			
10	32020600	0000014339	775632	538.99	32020600	2009	TOYO			128.10	Vehicle 2009 ID JTDBL40E294022382			
	Vehicle 2009	TOYO									BOUDREAUX JUDITH L 14 SOPHIA DR CRANSTON RI 02921			
11	32027430	0000016434	237	131.31	32027430	2005	KARA			538.99	Vehicle 2005 ID 5KTBS19185F193435			
	Vehicle 2005	KARA									BRUNI BRUCE E 165 CAPUANO AVE Cranston RI 02920			
12	32020600	0000014339	775632	538.99	32020600	2009	TOYO			128.10	Vehicle 2009 ID JTDBL40E294022382			
	Vehicle 2009	TOYO									BOUDREAUX JUDITH L 14 SOPHIA DR CRANSTON RI 02921			
13	32012160	0000011391	745	141.29	32012160	2005	DODG			128.10	Vehicle 2005 ID 1D4GP24R458362488			
	Vehicle 2008	GMC									BLISS ALLISON A 66 SAGAMORE RD CRANSTON RI 02920			
14	32020600	0000014339	775632	538.99	32020600	2009	TOYO			128.10	Vehicle 2009 ID JTDBL40E294022382			
	Vehicle 2009	TOYO									BOUDREAUX JUDITH L 14 SOPHIA DR CRANSTON RI 02921			
15	32018560	0000012705	745	141.29	32018560	2008	GMC			128.10	Vehicle 2008 ID 1GFKG38184127102			
	Vehicle 2008	GMC									BLISS ALLISON A 66 SAGAMORE RD CRANSTON RI 02920			
16	32020600	0000014339	775632	538.99	32020600	2009	TOYO			128.10	Vehicle 2009 ID JTDBL40E294022382			
	Vehicle 2009	TOYO									BOUDREAUX JUDITH L 14 SOPHIA DR CRANSTON RI 02921			
17	32012160	0000011391	745	141.29	32012160	2005	DODG			128.10	Vehicle 2005 ID 1D4GP24R458362488			
	Vehicle 2008	GMC									BLISS ALLISON A 66 SAGAMORE RD CRANSTON RI 02920			
18	32020600	0000014339	775632	538.99	32020600	2009	TOYO			128.10	Vehicle 2009 ID JTDBL40E294022382			
	Vehicle 2009	TOYO									BOUDREAUX JUDITH L 14 SOPHIA DR CRANSTON RI 02921			
19	32018560	0000012705	745	141.29	32018560	2008	GMC			128.10	Vehicle 2008 ID 1GFKG38184127102			
	Vehicle 2008	GMC									BLISS ALLISON A 66 SAGAMORE RD CRANSTON RI 02920			
20	32020600	0000014339	775632	538.99	32020600	2009	TOYO			128.10	Vehicle 2009 ID JTDBL40E294022382			
	Vehicle 2009	TOYO									BOUDREAUX JUDITH L 14 SOPHIA DR CRANSTON RI 02921			
21	32012160	0000011391	745	141.29	32012160	2005	DODG			128.10	Vehicle 2005 ID 1D4GP24R458362488			
	Vehicle 2008	GMC									BLISS ALLISON A 66 SAGAMORE RD CRANSTON RI 02920			
22	32020600	0000014339	775632	538.99	32020600	2009	TOYO			128.10	Vehicle 2009 ID JTDBL40E294022382			
	Vehicle 2009	TOYO									BOUDREAUX JUDITH L 14 SOPHIA DR CRANSTON RI 02921			
23	32018560	0000012705	745	141.29	32018560	2008	GMC			128.10	Vehicle 2008 ID 1GFKG38184127102			
	Vehicle 2008	GMC									BLISS ALLISON A 66 SAGAMORE RD CRANSTON RI 02920			
24	32020600	0000014339	775632	538.99	32020600	2009	TOYO			128.10	Vehicle 2009 ID JTDBL40E294022382			
	Vehicle 2009	TOYO									BOUDREAUX JUDITH L 14 SOPHIA DR CRANSTON RI 02921			
25	32012160	0000011391	745	141.29	32012160	2005	DODG			128.10	Vehicle 2005 ID 1D4GP24R458362488			
	Vehicle 2008	GMC									BLISS ALLISON A 66 SAGAMORE RD CRANSTON RI 02920			
26	32020600	0000014339	775632	538.99	32020600	2009	TOYO			128.10	Vehicle 2009 ID JTDBL40E294022382			
	Vehicle 2009	TOYO									BOUDREAUX JUDITH L 14 SOPHIA DR CRANSTON RI 02921			
27	32018560	0000012705	745	141.29	32018560	2008	GMC			128.10	Vehicle 2008 ID 1GFKG38184127102			
	Vehicle 2008	GMC									BLISS ALLISON A 66 SAGAMORE RD CRANSTON RI 02920			
28	32020600	0000014339	775632	538.99	32020600	2009	TOYO			128.10	Vehicle 2009 ID JTDBL40E294022382			
	Vehicle 2009	TOYO									BOUDREAUX JUDITH L 14 SOPHIA DR CRANSTON RI 02921			
29	32012160	0000011391	745	141.29	32012160	2005	DODG			128.10	Vehicle 2005 ID 1D4GP24R458362488			
	Vehicle 2008	GMC									BLISS ALLISON A 66 SAGAMORE RD CRANSTON RI 02920			
30	32020600	0000014339	775632	538.99	32020600	2009	TOYO			128.10	Vehicle 2009 ID JTDBL40E294022382			
	Vehicle 2009	TOYO									BOUDREAUX JUDITH L 14 SOPHIA DR CRANSTON RI 02921			
31	32018560	0000012705	745	141.29	32018560	2008	GMC			128.10	Vehicle 2008 ID 1GFKG38184127102			
	Vehicle 2008	GMC									BLISS ALLISON A 66 SAGAMORE RD CRANSTON RI 02920			
32	32020600	0000014339	775632	538.99	32020600	2009	TOYO			128.10	Vehicle 2009 ID JTDBL40E294022382			
	Vehicle 2009	TOYO									BOUDREAUX JUDITH L 14 SOPHIA DR CRANSTON RI 02921			
33	32012160	0000011391	745	141.29	32012160	2005	DODG			128.10	Vehicle 2005 ID 1D4GP24R458362488			
	Vehicle 2008	GMC									BLISS ALLISON A 66 SAGAMORE RD CRANSTON RI 02920			
34	32020600	0000014339	775632	538.99	32020600	2009	TOYO			128.10	Vehicle 2009 ID JTDBL40E294022382			
	Vehicle 2009	TOYO									BOUDREAUX JUDITH L 14 SOPHIA DR CRANSTON RI 02921			
35	32018560	0000012705	745	141.29	32018560	2008	GMC			128.10	Vehicle 2008 ID 1GFKG38184127102			
	Vehicle 2008	GMC									BLISS ALLISON A 66 SAGAMORE RD CRANSTON RI 02920			
36	32020600	0000014339	775632	538.99	32020600	2009	TOYO			128.10	Vehicle 2009 ID JTDBL40E294022382			
	Vehicle 2009	TOYO									BOUDREAUX JUDITH L 14 SOPHIA DR CRANSTON RI 02921			
37	32012160	0000011391	745	141.29	32012160	2005	DODG			128.10	Vehicle 2005 ID 1D4GP24R458362488			
	Vehicle 2008	GMC									BLISS ALLISON A 66 SAGAMORE RD CRANSTON RI 02920			
38	32020600	0000014339	775632	538.99	32020600	2009	TOYO			128.10	Vehicle 2009 ID JTDBL40E294022382			
	Vehicle 2009	TOYO									BOUDREAUX JUDITH L 14 SOPHIA DR CRANSTON RI 02921			
39	32018560	0000012705	745	141.29	32018560	2008	GMC			128.10	Vehicle 2008 ID 1GFKG38184127102			
	Vehicle 2008	GMC									BLISS ALLISON A 66 SAGAMORE RD CRANSTON RI 02920			
40	32020600	0000014339	775632	538.99	32020600	2009	TOYO			128.10	Vehicle 2009 ID JTDBL40E294022382			
	Vehicle 2009	TOYO									BOUDREAUX JUDITH L 14 SOPHIA DR CRANSTON RI 02921			
41	32012160	0000011391	745	141.29	32012160	2005	DODG			128.10	Vehicle 2005 ID 1D4GP24R458362488			
	Vehicle 2008	GMC									BLISS ALLISON A 66 SAGAMORE RD CRANSTON RI 02920			
42	32020600	0000014339	775632	538.99	32020600	2009	TOYO			128.10	Vehicle 2009 ID JTDBL40E294022382			
	Vehicle 2009	TOYO												

City of Cranston  
2013 Motor Vehicle  
Abatement List

Line	Original Value	Original Tax	Adjusted Value	Adjusted Tax	
13	32030910 Vehicle 1998 ID M0BLJ6S65MF038914 BURNS MORRINE M 23 ROCKCREST DR CRANSTON RI 02920	120 1,068.72 3.35 1,065.37	000017550 MERZ PE 780	14 33006420 Vehicle 2003 ID JTHBF30G830095058 CAPARRELLI ANTHONY J 1450 PIPPIN ORCHARD RD CRANSTON RI 02921	JX 51 56.41
14	33017830 Vehicle 2010 ID 2T1BU4EE4C429240 CERRANO EDITH D 240 ALPINE ESTATE DR CRANSTON RI 02921	000025209 620768	000021449 LEXS JX 51	18 33028120 Vehicle 2004 ID 1J4GM48S74C189674 CLEARY PAUL M 47 BLACKMORE AVE CRANSTON RI 02910	642773
15	33010850 Vehicle 2006 ID 4UGB75EB6A072630 CARMODY SEAN P 10 BASIL CROSSING CRANSTON RI 02921	000022889 906176	000022889 MB	15 33044320 Vehicle 2011 ID 1J4RR5G63BC575184 CRUZ RAYMIND D 18 LANTERN LANE CRANSTON RI 02816	649.97 649.97
16	33015670 Vehicle 2009 ID LBXTBK50490001103 CASTRO GERMAN 91 PAINÉ AVE CRANSTON RI 02910	000024439 077521	000025209 TOYT	19 33037590 Vehicle 2005 ID YV1RS6407S2468134 CORSI LORI A 36 PRIMROSE DRIVE CRANSTON RI 02921	362.78 362.78 197.01 165.77
17	33039180 Vehicle 2008 ID JHM0D98438S052068 COSTELLO STARSKY J 660 PARK AVE CRANSTON RI 02910	0000322510 975197	0000322510 HOND	20 33039180 Vehicle 2008 ID JHM0D98438S052068 COSTELLO STARSKY J 660 PARK AVE CRANSTON RI 02910	660724
18	33044320 Vehicle 2011 ID 1J4RR5G63BC575184 CRUZ RAYMIND D 18 LANTERN LANE CRANSTON RI 02816	000034170 660724	000034170 JEEP	21 33044320 Vehicle 2011 ID 1J4RR5G63BC575184 CRUZ RAYMIND D 18 LANTERN LANE CRANSTON RI 02816	1346.70 1346.70
19	34003560 Vehicle 2003 ID 1GBAL52F73Z105655 DANUSER JULIANNE M 25 ASHBROOK DR CRANSTON RI 02921	0000038473 696077	0000038473 STHN	22 34014320 Vehicle 1997 ID JT2B622K2V0021513 DEPALO NICHOLAS J 80 COBBLESTONE TERRACE CRANSTON RI 02921	085993
20	34003570 Vehicle 2004 ID JHLR078824C040408 DANUSER STEVEN M 25 ASHBROOK DR CRANSTON RI 02921	0000036475 696078	0000036475 HOND	23 34003560 Vehicle 2003 ID 1GBAL52F73Z105655 DANUSER JULIANNE M 25 ASHBROOK DR CRANSTON RI 02921	744.45 744.45 16.60 727.85
21	34003560 Vehicle 2003 ID 1GBAL52F73Z105655 DANUSER JULIANNE M 25 ASHBROOK DR CRANSTON RI 02921	0000038473 696077	0000038473 STHN	24 34003560 Vehicle 2003 ID 1GBAL52F73Z105655 DANUSER JULIANNE M 25 ASHBROOK DR CRANSTON RI 02921	744.45 744.45 16.60 727.85
22	34003560 Vehicle 2003 ID 1GBAL52F73Z105655 DANUSER JULIANNE M 25 ASHBROOK DR CRANSTON RI 02921	0000038473 696077	0000038473 STHN	25 34003560 Vehicle 2003 ID 1GBAL52F73Z105655 DANUSER JULIANNE M 25 ASHBROOK DR CRANSTON RI 02921	744.45 744.45 16.60 727.85
23	34003560 Vehicle 2003 ID 1GBAL52F73Z105655 DANUSER JULIANNE M 25 ASHBROOK DR CRANSTON RI 02921	0000038473 696077	0000038473 STHN	26 34003560 Vehicle 2003 ID 1GBAL52F73Z105655 DANUSER JULIANNE M 25 ASHBROOK DR CRANSTON RI 02921	744.45 744.45 16.60 727.85
24	34003560 Vehicle 2003 ID 1GBAL52F73Z105655 DANUSER JULIANNE M 25 ASHBROOK DR CRANSTON RI 02921	0000038473 696077	0000038473 STHN	27 34003560 Vehicle 2003 ID 1GBAL52F73Z105655 DANUSER JULIANNE M 25 ASHBROOK DR CRANSTON RI 02921	744.45 744.45 16.60 727.85

City of Cranston  
2013 Motor Vehicle  
Abatement List

Vehicle ID	Year	Make	Model	Address	City	State	Zip	Original Value	Original Tax	Adjusted Value	Adjusted Tax
25	34016560	2010	TOYO	RD 689				0000040672	689		
26	34022820	2007	CHANG	017528				0000042637	689		
27	34022830	2004	HOND	686604				0000042645	686604		
28	34025720	2001	APRI	069990				0000043620	689		
29	34028490	1999	MERC	548016				0000044640	689		
30	34033070	2009	TOYT	ZK 454				0000046093	689		
31	34033150	2005	LEXS	UE 665				0000046109	689		
32	36000230	2002	FORD	894538				0000049148	689		
33	36014420	2008	DODG	011596				0000053972	689		
34	36017090	2012	HYUN	630360				0000054866	689		
35	37000190	2008	CHEV	007110				0000055202	689		
36	37008060	2009	INTL	030474				0000057808	689		

Original Value Tax  
OUT OF STATE REG 1,469.02  
Adjusted Tax: 1,469.02

Original Value Tax  
STOLEN/SOLD/JUNK/TOTA 7339  
Adjusted Tax: 293.17

Original Value Tax  
STOLEN/SOLD/JUNK/TO 64075  
Adjusted Tax: 311.98

City of Cranston  
2013 Motor Vehicle  
Abatement List

Vehicle ID	Year	Make	Model	Original Value	Adjusted Value	Original Tax	Adjusted Tax
37008130	2006	ISU		000057917		047119	
ID JALB4B16067026043							
GERGE GREER COINC							
90 KENWOOD STREET							
CRANSTON RI 02907							
37008280	2003	JMFI		000057976		970320	
ID JNRAS08W23X208650							
GERALDO MLAGRO A							
55 BURNSIDE ST							
CRANSTON RI 02905							
37016990	2006	TOYT		000060765		013371	
ID 211BR32E96CS96894							
GORE TIMOTHY A							
1224 NARRAGANSETT BLVD203							
CRANSTON RI 02905							
37023740	2001	SUBA		0000062953		027377	
ID JF1SF6541H753928							
GUILBEULT KAREN E							
5 GARFIELD AVE							
CRANSTON RI 02920							
37021030	2002	FORD		0000082041		041371	
ID 2FMZAS0442BB03858							
GREER GEORGE COINC							
90 KENWOOD ST							
CRANSTON RI 02905							
37017990	2010	HOND		0000061095		551972	
ID 2HGFA1F5SAH305377							
GOMTHAMAN MATHIVANAN							
100 ELANA ST APT 919							
CRANSTON RI 02920							
38000440	2007	HYUN		0000063489		XE 805	
ID 5NM5H13E17H024655							
HAFFERTY ERNEST M							
9 RAWLITSON AVE							
CRANSTON RI 02920							
38004650	2005	BUIC		0000064811		NH 777	
ID 264ND562451222391							
HARRIS EDWARD K							
56 SMALLOW DR							
CRANSTON RI 02920							
38005170	2011	PROL		0000064965		037334	
ID 1P9BE1824BM489302							
HARRY JAMES LLC							
36 WHITEMOOD DR							
CRANSTON RI 02920							
38013580	2010	HOND		0000067671		950798	
ID 1HGCOM77AA098824							
HONAUER EDWARD C							
24 SOMERSET RD							
CRANSTON RI 02910							
38005340	2000	NISS		0000065027		FRAN 3	
ID JNICA31D9YTT32430							
HART YVONNE R							
2 VILLAGE WAY APT 223							
N SMITHFIELD RI 02							
38011060	2008	BUICK		0000068857		008987	
ID 5GAEV23798J182820							
HILLING EDWARD S							
46 WEST HAMDEN ROAD							
CRANSTON RI 02920							
Original Value	1,827	Original Value	4082	Original Value	1,139	Original Value	1,827
Adjusted Tax	56.32	Adjusted Tax	169.42	Adjusted Tax	47.02	Adjusted Tax	56.32
Original Value	2,872	Original Value	5804	Original Value	13750	Original Value	2,872
Adjusted Tax	116.80	Adjusted Tax	227.48	Adjusted Tax	1096.61	Adjusted Tax	116.80
Original Value	6009	Original Value	1802	Original Value	2427	Original Value	6009
Adjusted Tax	285.15	Adjusted Tax	33.52	Adjusted Tax	157.24	Adjusted Tax	285.15
Original Value	6009	Original Value	1802	Original Value	2427	Original Value	6009
Adjusted Tax	285.15	Adjusted Tax	33.52	Adjusted Tax	157.24	Adjusted Tax	285.15
Original Value	6009	Original Value	1802	Original Value	2427	Original Value	6009
Adjusted Tax	285.15	Adjusted Tax	33.52	Adjusted Tax	157.24	Adjusted Tax	285.15
Original Value	6009	Original Value	1802	Original Value	2427	Original Value	6009
Adjusted Tax	285.15	Adjusted Tax	33.52	Adjusted Tax	157.24	Adjusted Tax	285.15
Original Value	6009	Original Value	1802	Original Value	2427	Original Value	6009
Adjusted Tax	285.15	Adjusted Tax	33.52	Adjusted Tax	157.24	Adjusted Tax	285.15
Original Value	6009	Original Value	1802	Original Value	2427	Original Value	6009
Adjusted Tax	285.15	Adjusted Tax	33.52	Adjusted Tax	157.24	Adjusted Tax	285.15
Original Value	6009	Original Value	1802	Original Value	2427	Original Value	6009
Adjusted Tax	285.15	Adjusted Tax	33.52	Adjusted Tax	157.24	Adjusted Tax	285.15
Original Value	6009	Original Value	1802	Original Value	2427	Original Value	6009
Adjusted Tax	285.15	Adjusted Tax	33.52	Adjusted Tax	157.24	Adjusted Tax	285.15
Original Value	6009	Original Value	1802	Original Value	2427	Original Value	6009
Adjusted Tax	285.15	Adjusted Tax	33.52	Adjusted Tax	157.24	Adjusted Tax	285.15
Original Value	6009	Original Value	1802	Original Value	2427	Original Value	6009
Adjusted Tax	285.15	Adjusted Tax	33.52	Adjusted Tax	157.24	Adjusted Tax	285.15
Original Value	6009	Original Value	1802	Original Value	2427	Original Value	6009
Adjusted Tax	285.15	Adjusted Tax	33.52	Adjusted Tax	157.24	Adjusted Tax	285.15
Original Value	6009	Original Value	1802	Original Value	2427	Original Value	6009
Adjusted Tax	285.15	Adjusted Tax	33.52	Adjusted Tax	157.24	Adjusted Tax	285.15
Original Value	6009	Original Value	1802	Original Value	2427	Original Value	6009
Adjusted Tax	285.15	Adjusted Tax	33.52	Adjusted Tax	157.24	Adjusted Tax	285.15
Original Value	6009	Original Value	1802	Original Value	2427	Original Value	6009
Adjusted Tax	285.15	Adjusted Tax	33.52	Adjusted Tax	157.24	Adjusted Tax	285.15
Original Value	6009	Original Value	1802	Original Value	2427	Original Value	6009
Adjusted Tax	285.15	Adjusted Tax	33.52	Adjusted Tax	157.24	Adjusted Tax	285.15
Original Value	6009	Original Value	1802	Original Value	2427	Original Value	6009
Adjusted Tax	285.15	Adjusted Tax	33.52	Adjusted Tax	157.24	Adjusted Tax	285.15
Original Value	6009	Original Value	1802	Original Value	2427	Original Value	6009
Adjusted Tax	285.15	Adjusted Tax	33.52	Adjusted Tax	157.24	Adjusted Tax	285.15
Original Value	6009	Original Value	1802	Original Value	2427	Original Value	6009
Adjusted Tax	285.15	Adjusted Tax	33.52	Adjusted Tax	157.24	Adjusted Tax	285.15
Original Value	6009	Original Value	1802	Original Value	2427	Original Value	6009
Adjusted Tax	285.15	Adjusted Tax	33.52	Adjusted Tax	157.24	Adjusted Tax	285.15
Original Value	6009	Original Value	1802	Original Value	2427	Original Value	6009
Adjusted Tax	285.15	Adjusted Tax	33.52	Adjusted Tax	157.24	Adjusted Tax	285.15
Original Value	6009	Original Value	1802	Original Value	2427	Original Value	6009
Adjusted Tax	285.15	Adjusted Tax	33.52	Adjusted Tax	157.24	Adjusted Tax	285.15
Original Value	6009	Original Value	1802	Original Value	2427	Original Value	6009
Adjusted Tax	285.15	Adjusted Tax	33.52	Adjusted Tax	157.24	Adjusted Tax	285.15
Original Value	6009	Original Value	1802	Original Value	2427	Original Value	6009
Adjusted Tax	285.15	Adjusted Tax	33.52	Adjusted Tax	157.24	Adjusted Tax	285.15
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Adjusted Tax	285.15	Adjusted Tax	33.52	Adjusted Tax	157.24	Adjusted Tax	285.15
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Adjusted Tax	285.15	Adjusted Tax	33.52	Adjusted Tax	157.24	Adjusted Tax	285.15
Original Value	6009	Original Value	1802	Original Value	2427	Original Value	6009
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Adjusted Tax	285.15	Adjusted Tax	33.52	Adjusted Tax	157.24	Adjusted Tax	285.15
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Original Value	6009	Original Value	1802	Original Value	2427	Original Value	6009
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Original Value	6009	Original Value	1802	Original Value	2427	Original Value	6009
Adjusted Tax	285.15	Adjusted Tax	33.52	Adjusted Tax	157.24	Adjusted Tax	285.15
Original Value	6009	Original Value	1802	Original Value	2427	Original Value	6009
Adjusted Tax	285.15	Adjusted Tax	33.52	Adjusted Tax	157.24	Adjusted Tax	285.15
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Adjusted Tax	285.15	Adjusted Tax	33.52	Adjusted Tax	157.24	Adjusted Tax	285.15
Original Value	6009	Original Value	1802	Original Value	2427	Original Value	6009
Adjusted Tax	285.15	Adjusted Tax	33.52	Adjusted Tax	157.24	Adjusted Tax	285.15
Original Value	6009	Original Value	1802	Original Value	2427	Original Value	6009
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Original Value	6009	Original Value	1802	Original Value	2427	Original Value	6009
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Original Value	6009	Original Value	1802	Original Value	2427	Original Value	6009
Adjusted Tax	285.15	Adjusted Tax	33.52	Adjusted Tax	157.24	Adjusted Tax	285.15
Original Value	6009	Original Value	1802	Original Value	2427	Original Value	6009
Adjusted Tax	285.15	Adjusted Tax	33.52	Adjusted Tax	157.24	Adjusted Tax	285.15
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Adjusted Tax	285.15	Adjusted Tax	33.52	Adjusted Tax	157.24	Adjusted Tax	285.15
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Adjusted Tax	285.15	Adjusted Tax	33.52	Adjusted Tax	157.24	Adjusted Tax	285.15
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Adjusted Tax	285.15	Adjusted Tax	33.52	Adjusted Tax	157.24	Adjusted Tax	285.15
Original Value	6009	Original Value	1802	Original Value	2427	Original Value	6009
Adjusted Tax	285.15	Adjusted Tax	33.52	Adjusted Tax	157.24	Adjusted Tax	285.15
Original Value	6009	Original Value	1802	Original Value	2427	Original Value	6009
Adjusted Tax	285.15	Adjusted Tax	33.52	Adjusted Tax	157.24	Adjusted Tax	285.15
Original Value	6009	Original Value	1802	Original Value	2427	Original	

City of Cranston  
2013 Motor Vehicle  
Abatement List

Line	Original Value	Adjusted Value	Original Tax	Adjusted Tax	Vehicle Description
49	38015860	0000070195	535621		Vehicle 2012 SUBA
	ID JF1GAL61CH205466				
	HSU GERRY V				
	949 DYER AVE APT 71				
	Cranston RI 02920				
50	38016760	0000070487	097700		Vehicle 2006 HYUN
	ID SNEU46C7H161024				
	HUNT CHRISTINE A				
	52 CLIFFDALE AVE				
	Cranston RI 02905				
51	40006450	0000075923	070312		Vehicle 2010 HOND
	ID ZDCKF1019AF02665				
	JORDAN ELEANOR H				
	9 ARROW GLEN				
	Cranston RI 02921				
52	40006460	0000075026	053333		Vehicle 2003 HD
	ID 1HD1BMV483Y050713				
	JORDAN JAMES G				
	9 ARROW GLEN				
	Cranston RI 02921				
53	41001110	0000075895	KAP100		Vehicle 2005 BMW
	ID WBAGL63515DP75582				
	KAPLAN ANDREW M				
	209 BEECHWOOD DR				
	Cranston RI 02921				
54	41001300	0000075964	OS 791		Vehicle 2001 KIA
	ID KNADC123316051199				
	KAPLAN SYLVIA				
	315 PARK AVE APT 605				
	Cranston RI 02905				
55	41001420	0000075999	SS 897		Vehicle 2013 MERZ
	ID 4JGDAYDBXDA144749				
	KARDOUS PRIMARYCAREINC				
	7 DRUMMOND DR				
	Lincoln RI 02865				
56	41002640	0000076373	SK 181		Vehicle 1999 JEEP
	ID 1J4GMB8NXC602609				
	KECHELIAN SARKIS K				
	219 FLINT AVENUE				
	Cranston RI 02910				
57	41007100	0000077769	073229		Vehicle 1996 DODG
	ID 1B7GG26XTS610233				
	KING THOMAS E				
	45 ALLARD ST				
	Cranston RI 02920				
58	42011460	0000083085	505323		Vehicle 2003 SATU
	ID 1G8JUS4F43Y76694				
	LEPORE KAREN E				
	46 SWEET ST				
	Cranston RI 02889				
59	42012570	0000083452	792742		Vehicle 2002 CHEV
	ID 2G1WK15K029336075				
	LEVINE KENNETH S				
	55 SHEFFIELD RD				
	Cranston RI 02920				
60	42014620	0000084104	OK 222		Vehicle 2008 TOYT
	ID JTKR820US87711603				
	LIN XU S				
	344 AQUEDUCT RD				
	Cranston RI 02910				
OUT OF COMMUNITY	Original Value	Adjusted Value	Original Tax	Adjusted Tax	
	2,292		88.11		
DECEASED	Original Value	Adjusted Value	Original Tax	Adjusted Tax	
	3034		107.54		
OUT OF COMMUNITY	Original Value	Adjusted Value	Original Tax	Adjusted Tax	
	14155		679.98		
OUT OF COMMUNITY	Original Value	Adjusted Value	Original Tax	Adjusted Tax	
	88.11		88.11		
OUT OF COMMUNITY	Original Value	Adjusted Value	Original Tax	Adjusted Tax	
	2,292		88.11		





City of Cranston  
2013 Motor Vehicle  
Adatement List

Item #	Original Value	Adjusted Value	Original Tax	Adjusted Tax	Original Value	Adjusted Value	Original Tax	Adjusted Tax
85	48015300 Vehicle 2002 ID 1FTZ445E921A66007 ROCHA EDWARD D 59 PACKARD ST Cranston RI 02910	0000124616 FORD 056127	90.44 42.44 48.00	90.44 42.44 48.00	48021890 Vehicle 2001 ID 2HG5252761H594514 ROVIN AMY B 27 KNIGHT ST Cranston RI 02920	0000126953 HOND XD 653	70.33 70.33	70.33 70.33
86	48021890 Vehicle 2001 ID 2HG5252761H594514 ROVIN AMY B 27 KNIGHT ST Cranston RI 02920	0000126953 HOND XD 653	70.33 70.33	70.33 70.33	48021900 Vehicle 2005 ID KM8JN22045U217531 ROVIN MICHAEL D 27 KNIGHT ST Cranston RI 02920	0000126955 HYUN 981268	177.15 177.15	177.15 177.15
87	48021900 Vehicle 2005 ID KM8JN22045U217531 ROVIN MICHAEL D 27 KNIGHT ST Cranston RI 02920	0000126955 HYUN 981268	177.15 177.15	177.15 177.15	49009930 Vehicle 2003 ID 1FRZU3K93ZB18493 SCHIANO KENNETH R 143 ELTON CIRCLE Cranston RI 02920	0000131548 FORD BS 304	531.78 141.54 390.24	531.78 141.54 390.24
88	49009930 Vehicle 2002 ID 3GNEC13T92G300991 SANDA ROBERT P 127 BURBANK STREET CRANSTON RI 02910	0000129777 CHEV 022870	90.44 42.44 48.00	90.44 42.44 48.00	49009480 Vehicle 2003 ID ALGAB57E23A450868 SCARDENA JOHN J 15 FRANCES DR CRANSTON RI 02920	0000131418 MERZ 711462	70.33 70.33	70.33 70.33
89	49009480 Vehicle 2003 ID ALGAB57E23A450868 SCARDENA JOHN J 15 FRANCES DR CRANSTON RI 02920	0000131418 MERZ 711462	70.33 70.33	70.33 70.33	49022000 Vehicle 2005 ID 1FAHP56U15A146775 SKENE JAMES A 315 PARK AVE G 09 CRANSTON RI 02905	0000135563 FORD 959570	531.78 141.54 390.24	531.78 141.54 390.24
90	49022000 Vehicle 2005 ID 1FAHP56U15A146775 SKENE JAMES A 315 PARK AVE G 09 CRANSTON RI 02905	0000135563 FORD 959570	531.78 141.54 390.24	531.78 141.54 390.24	49020200 Vehicle 2007 ID 4H10141770409361 SIMONE ANGELO C 189 KEARNEY ST CRANSTON RI 02920	0000134882 YACH 025495	224.17 224.17	224.17 224.17
91	49020200 Vehicle 2007 ID 4H10141770409361 SIMONE ANGELO C 189 KEARNEY ST CRANSTON RI 02920	0000134882 YACH 025495	224.17 224.17	224.17 224.17	49010730 Vehicle 2003 ID JN8AZ08W43K201652 SCHOCK DUANE R 42928 N OUTER BANK CT ANTHEM AZ 85086	0000131830 NISS 660736	182.92 112.42 70.50	182.92 112.42 70.50
92	49010730 Vehicle 2003 ID JN8AZ08W43K201652 SCHOCK DUANE R 42928 N OUTER BANK CT ANTHEM AZ 85086	0000131830 NISS 660736	182.92 112.42 70.50	182.92 112.42 70.50	49029280 Vehicle 2000 ID 5N1ED28Y0YC516672 SPILLANE JESSE P 11 BOWEN ST CRANSTON RI 02905	0000137843 NISS 822532	1919.90 653.15 1266.75	1919.90 653.15 1266.75
93	49029280 Vehicle 2000 ID 5N1ED28Y0YC516672 SPILLANE JESSE P 11 BOWEN ST CRANSTON RI 02905	0000137843 NISS 822532	1919.90 653.15 1266.75	1919.90 653.15 1266.75	50004360 Vehicle 2004 ID 1HGEM22954L001572 TEMPLETON HOPE 302 SCITUATE VISTA DR CRANSTON RI 02921	0000142463 HOND TM 797	162.42 162.42	162.42 162.42
94	50004360 Vehicle 2004 ID 1HGEM22954L001572 TEMPLETON HOPE 302 SCITUATE VISTA DR CRANSTON RI 02921	0000142463 HOND TM 797	162.42 162.42	162.42 162.42	49025560 Vehicle 2010 ID 1J4GA2D13AL214257 SOLAN MEGHAN E 38 MARCY ST CRANSTON RI 02905	0000136664 JEEP 632907	876.39 198.74 677.65	876.39 198.74 677.65
95	49025560 Vehicle 2010 ID 1J4GA2D13AL214257 SOLAN MEGHAN E 38 MARCY ST CRANSTON RI 02905	0000136664 JEEP 632907	876.39 198.74 677.65	876.39 198.74 677.65	49029280 Vehicle 2000 ID 5N1ED28Y0YC516672 SPILLANE JESSE P 11 BOWEN ST CRANSTON RI 02905	0000137843 NISS 822532	1919.90 653.15 1266.75	1919.90 653.15 1266.75
96	49029280 Vehicle 2000 ID 5N1ED28Y0YC516672 SPILLANE JESSE P 11 BOWEN ST CRANSTON RI 02905	0000137843 NISS 822532	1919.90 653.15 1266.75	1919.90 653.15 1266.75	Original Value STOLEN/SOLD/JUNK/TOT Adjusted Tax:	21,150 876.39 198.74 677.65	Original Value STOLEN/SOLD/JUNK/TOTA Adjusted Tax:	262.79 60.52 202.27

City of Cranston  
2013 Motor Vehicle  
Abatement List

97	50016120	0000147895	98	52000630	0000148538	99	52004620	0000149784
	Vehicle 1999	CHEV		Vehicle 2007	HYUN		Vehicle 1999	FRHT
	ID 1G1NE52J7X6269256	RB 987		ID KNDMG233676026930			ID 1FUYDE8BX0A43474	
	1346 MARRAGANSETT BLVD			VALENTI DOMENIC A	091117		WENDA TRUCKING INC	023502
	CRANSTON RI 02905			2860 PLAINFIELD PIKE			88 SHIRLEY BLVD	
				CRANSTON RI 02920			CRANSTON RI 02910	

Original	:	Value	Original	:	Value	Original	:	Value
STOLEN/SOLD/JUNK/TOT	:	1,184	DECEASED	:	6868	STOLEN/SOLD/JUNK/TO	:	2840
Adjusted Tax:	:	29.03	Adjusted Tax:	:	328.57	Adjusted Tax:	:	99.31

100	52006500	0000150483	101	55002050	0000157101
	Vehicle 2002	KIA		Vehicle 2010	TOYOT
	ID KNDJA723225166141	943956		ID 211BU4EE9AC33169	TA 863
	VIEIRA FATIMA L			YOUNG NICOLE M	
	157 MIDWOOD ST			86 LORETTA ST	
	CRANSTON RI 02910			CRANSTON RI 02910	

Original	:	Value	Original	:	Value
OUT OF STATE REG	:	1,863	OUT OF STATE REG	:	12297
Adjusted Tax:	:	59.72	Adjusted Tax:	:	502.53

For Tax Year: 2013

Original	:	Value	Tax
Adjusted Tax	:	867098	1087314.9
		28925.10	on 101 Accounts
		1058389.8	

Recommend To Approve:

<u>NAME</u>	<u>ADDRESS</u>	<u>TAX AMT</u>	<u>INTEREST</u>	<u>REASON</u>
Bornstein, James	122 Albert Ave	\$2,040.87	\$224.51	death
Hart, Stephen	26 Gordon St	2,247.12	\$407.04	illness
Hopkins, Carol	2249 Cranston St	2,422.84	\$242.29	illness
Lajoie, Gerri	143 Blackamore Ave	472.68	\$51.99	illness
Nichols, Elizabeth	112 Sinclair Ave	3,976.44	\$437.41	hardship
Piechocki, Sean	35 Glen Ave	466.89	\$70.03	hardship
Weller, Robert	33 Hersey Rd	1,196.89	\$47.88	lostcheck

**Recommend to Deny**

**7-13-1 ORDINANCE RATIFYING THE INTERNATIONAL THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO LOCAL UNION 1363 (FY July 1, 2013 – June 30, 2016)**

On motion by Council Vice-President Farina, seconded by Councilman Botts, it was voted to adopt the above Ordinance.

Under Discussion:

Councilmen Stycos and Botts provided exhibits.

On motion by Councilman Santamaria, seconded by Council Vice-President Farina, it was voted to move the question. Motion passed on a vote of 8-1. The following being recorded as voting "aye": Councilwoman Lee, Councilmen Botts, Archetto, Aceto, Santamaria, Favicchio, Council Vice-President Farina and Council President Lanni -8. The following being recorded as voting "nay": Councilman Stycos -1.

Roll call was taken on motion to adopt the above Ordinance and motion passed on a vote of 8-1. The following being recorded as voting "aye": Councilwoman Lee, Councilmen Botts, Archetto, Aceto, Santamaria, Favicchio, Council Vice-President Farina and Council President Lanni -8. The following being recorded as voting "nay": Councilman Stycos -1.

**PUBLIC WORKS COMMITTEE**  
**(Councilman Mario Aceto, Chair)**

**5-13-4 ORDINANCE IN AMENDMENT OF TITLE 13 OF THE CODE OF THE CITY OF CRANSTON, 2005, ENTITLED 'PUBLIC SERVICES' (Sewer Connection Permits)**

On motion by Council Vice-President Farina, seconded by Councilman Favicchio, the above Ordinance was adopted on a vote of 9-0. The following being recorded as voting "aye": Councilwoman Lee, Councilmen Stycos, Botts, Archetto, Aceto, Santamaria, Favicchio, Council Vice-President Farina and Council President Lanni -9.

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

**7-13-8 ORDINANCE IN AMENDMENT OF TITLE 5.64 OF THE CODE OF THE CITY OF CRANSTON, 2005, ENTITLED 'BUSINESS LICENSES AND REGULATIONS' (Public Entertainment Expiration Date)**

On motion by Councilman Aceto, seconded by Council Vice-President Farina, the above Ordinance was adopted on a vote of 9-0. The following being recorded as voting "aye": Councilwoman Lee, Councilmen Stycos, Botts, Archetto, Aceto, Santamaria, Favicchio, Council Vice-President Farina and Council President Lanni -9.

07-13-1

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THE CITY OF CRANSTON

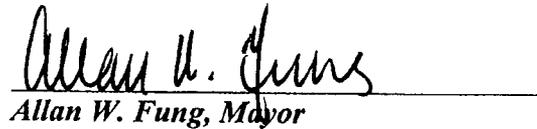
**ORDINANCE OF THE CITY COUNCIL**  
**ORDINANCE OF THE CITY COUNCIL RATIFYING THE INTERNATIONAL**  
**ASSOCIATION OF FIREFIGHTERS, AFL-CIO LOCAL UNION 1363**  
**(FY July 1, 2013 – June 30, 2016)**

No. 2013-30

*Passed:* August 26, 2013

  
John E. Lanni, Jr., Council President

*Approved:*  
August 29, 2013

  
Allan W. Fung, Mayor

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

**Section 1.** The City of Cranston has through its corporate officials, bargained collectively with the International Association of Firefighters, AFL-CIO, Local 1363 which is the certified bargaining representative of Local 1363 firefighters as set forth in the contract; and Local 1363 and the City of Cranston have reached an understanding respecting the terms of a contract resulting from concession bargaining.

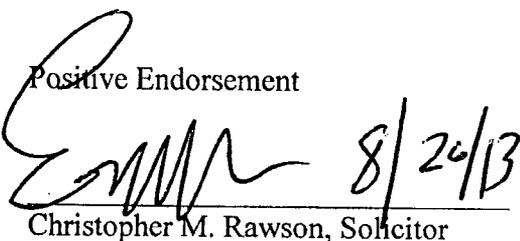
**Section 2.** That agreement in writing between the City of Cranston and Local 1363, a copy of which is attached hereto and made a part hereof, is hereby ratified, confirmed and approved by this City Council.

**Section 3.** That except as modified by the terms of the aforesaid agreement, the City of Cranston shall retain all powers vested in it by law and its Charter over the management, regulation and control of said City firefighters.

**Section 4.** This Ordinance shall take effect upon its final adoption.

Positive Endorsement

Negative Endorsement (attach reasons)

 8/26/13  
Christopher M. Rawson, Solicitor

\_\_\_\_\_  
Christopher M. Rawson, Solicitor

07-13-1

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**Fiscal Note**

I hereby certify that it is anticipated that sufficient funds will be available to fund this contract, and I have provided a fiscal impact analysis, in accordance with Section 3.04.152 of the Cranston City Code.



Robert F. Strom, Director of Finance

Sponsored by Allan W. Fung, Mayor

Referred to Finance Committee August 15, 2013

**Fire Department  
Amended Fiscal Note  
FY14-16  
As of July 23, 2013**

	<u>FY14</u>	<u>FY15</u>	<u>FY16</u>	<u>FY17</u>	<u>Total</u>
Vacation Civilian Employees	0	0	0	0	0
Uniform Clothing Voucher	0	0	9,800	19,600	29,400
Clothing Maintenance Allowance	0	0	19,600	19,600	39,200
Salary	(122,312)	96,821	229,680	134,724	338,913
1% save 6/30/13					
2% 1/1/14 (Civilians only)					
1.5%1/1/15					
1.5%6/30/15					
2.0%1/1/16					
1.0%6/30/16					
Mechanic Certifications	20,000	20,000	20,000	20,000	80,000
Payroll Taxes	(244)	2,934	4,860	3,483	11,034
Pension	(14,225)	13,013	30,869	18,107	47,764
Medical Insurance-OPEB contribution (Continues into retirement-\$25/month)	(58,800)	(58,800)	(58,800)	(58,800)	(235,200)
Employee Assistance Program	1,000	1,000	1,000	1,000	4,000
Civilian Life Insurance Increase \$50,000-\$75,000	1,104	1,104	1,104	1,104	4,416
Health Care Design Plan Change OV & Urgi Care from \$5 to \$10	(20,000)	(20,000)	(20,000)	(20,000)	(80,000)
Delta Dental \$2,000 to \$2,500 limit	0	2,550	5,100	5,100	12,750
<b>Total</b>	<u>(193,476)</u>	<u>58,621</u>	<u>243,213</u>	<u>143,918</u>	<u>252,277</u>

*Robert Estrom*

**AGREEMENT BETWEEN**  
**CITY OF CRANSTON**  
**AND**  
**LOCAL 1363,**  
**INTERNATIONAL ASSOCIATION**  
**OF FIREFIGHTERS**  
**AFL - CIO**

**CONTRACT YEARS – JULY 1, 2013 – JUNE 30, 2016**

13 SEP 19 PM 5:41  
 City of Cranston  
 CITY OF CRANSTON

13 AUG 20 PM 1:00  
 City of Cranston  
 CITY OF CRANSTON

## AGREEMENT

This Agreement is entered into as of the 30<sup>th</sup> day of ~~June~~, 2010-2013, by and between the City of Cranston (hereinafter referred to as "City" or "Employer") and the International Association of Fire Fighters, Local 1363, AFL-CIO (hereinafter referred to as "Union" or "I.A.F.F." or "Local 1363"). This Collective Bargaining Agreement (hereinafter "Agreement"), is entered into pursuant to the authority granted by Rhode Island General Laws Title 28, Chapter 9.1, et seq. known as the Fire Fighters' Arbitration Act, as amended.

### **Section 1 - Recognition**

The City of Cranston recognizes Local 1363 International Association of Fire Fighters, AFL-CIO as the exclusive bargaining agent for all uniformed employees and all of the full-time civilian employees of the Cranston Fire Department including the Assistant Chief, Deputy Chiefs, City Fire Marshal, Superintendent of Fire Alarms and Director of Emergency Medical Service for the purpose of collective bargaining relative to wages, salaries, hours and working conditions. The City agrees that each Chief shall be given an individual contract of employment requiring just cause for termination and providing employment benefits substantially equal to those provided to bargaining unit members under this collective bargaining agreement. The rights of the City of Cranston and employees shall be respected and the provisions of this Agreement shall be observed for the orderly settlement of all questions.

### **Section 1.2 – Neutral References/Non-Discrimination**

(a) All references to an employee covered by this Agreement as well as the use of the pronoun "he" are intended to include both genders. When the male gender is used, it shall be construed to include both male and female employees.

(b) The Employer and the Union agree that they will continue policies of non-discrimination on the basis of an individual's race, color, national origin, religious affiliation, gender, age or sexual orientation or preference. The Employer and Union mutually agree that there will be no discrimination against an employee because he is or is not a member of the Union or because he engages or does not engage in activities protected by the Rhode Island State labor Relations Act.

**Section 2 - Union Security**

(a) Any member of the Fire Department who is a member of Local 1363 as of July 1, 2001, and any member of the Fire Department who becomes a member of Local 1363 during the term of this Agreement, shall remain a member of Local 1363 for the duration of this Agreement.

(b) All present employees of the Fire Department of the City of Cranston who are not members of Local 1363, International Association of Fire Fighters, AFL-CIO on the effective date hereof, shall not be required to become members of Local 1363 during the term of this Agreement, but shall, as a condition of employment, pay to Local 1363, the employees' exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of Local 1363, which shall be limited to an amount of money equal to Local 1363's regular and usual initiation fees and its regular and usual dues and its general and uniform assessments levied upon its members in connection with its responsibilities as the collective bargaining agent for employees of the Cranston Fire Department.

(c) The failure to maintain membership in Local 1363, in accordance with the terms of this Agreement, or the failure to pay to Local 1363 charges and assessments in accordance with subparagraph (b) hereof, shall be considered a ground for dismissal under the provisions of this Agreement; provided, however, that nothing contained herein shall be construed so as to place any obligation upon the City to discharge any employee for non-membership in Local 1363, if (1) the City has reasonable grounds for believing that such membership was not available to the employee on the same terms and conditions generally applicable to other employees, or (2) if the

City has reasonable grounds for believing that membership was denied or terminated for reasons other than the failure of the employee to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership.

### **Section 3 - Dues Deduction**

Upon receipt by the City of a signed, voluntary authorization form by the employee, the City agrees to deduct union membership dues from the pay of said employee and remit the aggregate amount to the Treasurer of Local 1363 by the 15<sup>th</sup> day of the month following the month of deduction. An employee's authorization may be revoked by sending a signed written notice thereof to the City, which shall send a copy of said revocation to the President of the Union.

All members of the bargaining unit who have elected not to join the Union shall remit an agency fee to the Union in accordance with applicable law. This agency fee shall be deducted by the City from the earnings of non-members and be remitted to the Union in the same manner as Union dues.

The Union shall indemnify and hold the City and its officials harmless against any and all claims, legal proceedings, orders and judgments, including costs and reasonable legal fees, as a result of the City's compliance with this Section.

### **Section 3.5 – Management Rights**

Except to the extent there is contained in this Agreement express and specific provisions to the contrary or a duly established past practice in the Department, all authority, power, rights, jurisdiction and responsibilities for the management of the Cranston Fire Department are retained and reserved exclusively to the City.

The rights reserved to the City include, but are not limited to, the right to determine the overall budget and mission of the Department; to maintain the efficiency and effectiveness of operations; to determine the services to be rendered and the operations to be performed; to direct and supervise employees; to transfer, assign and schedule employees; to suspend, discharge or

otherwise discipline employees for just cause; and issue rules and regulations for the conduct of the Department.

#### **Section 4 - Seniority**

Employees covered by this Agreement shall have seniority rights in grade and said seniority insofar as practicable shall prevail with regard to the following:

(a) Transfers to any Division, department or position by whatever name the transfer may be labeled, except those that are filled by promotional or eligibility lists established by the Personnel Director according to the Personnel Rules and the City Charter except as otherwise provided in this Agreement.

(b) Days off, holidays, vacations and any and all circumstances or situations by whatever name they may be given; provided, however, that an employee may reject the position or benefit at his discretion without the need of any explanation on his part. Further, in the event that an employee shall reject a position or benefit, it shall not be construed as a waiver of his seniority rights in any subsequent situation where seniority would prevail. In the event that an EMTC requests to get off Rescue and then after expiration of his cards/licenses decides to go back to Rescue the City shall not be obligated to pay for retraining of the employee.

(c) Department seniority shall be defined as an employee's length of service with the Cranston Fire Department. In the event more than one member was appointed as a permanent employee of the Cranston Fire Department on the same day, their relative seniority shall be determined by their rank at the completion of the recruit training school. The seniority of officers shall be determined by the length of time in service in the Cranston Fire Department.

An employee's seniority shall be terminated and his seniority rights forfeited as a result of resignation, retirement or discharge for just cause.

(d) A bid system shall be adopted (with details to be worked out by the parties) under which employees may bid for jobs. The successful bidder for any job shall be entitled to a reasonable trial period of not more than sixty (60) calendar days to determine whether he can acquire the skills necessary for the performance of said job in a reasonably satisfactory manner; provided, however, that in cases where the City and the Local mutually agree, such trial period shall not be mandatory. At the end of sixty (60) calendar days from the date of trial transfer, the employee shall be considered as being transferred in accordance with the provisions of this Section except in cases where the City and the Local may mutually agree to extend such trial period. If, during the trial period, the City removes the employee from such position for alleged lack of reasonable progress in said position, the employee shall have the right to file a grievance in accordance with the provisions of this Agreement. The term "reasonable progress" as used herein shall mean a comparison of the progress of the employee involved with the performance on said job of the average employee performing such work. Any disputes over the reasonableness of the trial period and/or the progress of the employee on the job shall be subject to the grievance procedures as previously mentioned.

Notwithstanding the bid system under which employees may bid for jobs, the Department may make assignments to jobs without allowing employees to bid where there is an overriding reason or justification for the assignment. In any case where such an assignment is challenged by an employee or the Union, the burden will be on the City to demonstrate an overriding reason or justification. The assignment will not be disturbed unless the City's decision was arbitrary or capricious.

(e) It is understood by the parties hereto that 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 Chief of the Fire Department and Director of Personnel. The form of said

progress report shall be substantially the same as is now being used by the Director of Personnel.

(f) A permanent and up-to-date seniority list shall be posted and maintained on the Bulletin Board at Fire Headquarters for the benefit of all employees and all future seniority questions shall be resolved in accordance therewith.

(g) The City also agrees to furnish to the Local and maintain an up-to-date seniority list, a copy of which is posted on said Bulletin Board.

(h) If one person or more is on long term sick leave or long term injured-on-duty leave on any one of the four (4) Platoons, the Chief of the Department shall have the right to open any one of those positions as temporary position for bid in accordance with the seniority clause of this agreement. When the employee or employees who were out return to work or the Chief of the Department terminates the temporary position, then the employee or employees who bid that position(s) shall return to his normal position. Long term sick leave or long term injured-on-duty leave shall mean any employee who has been out of work for at least three (3) continuous months or the prognosis is that an employee will be out for three (3) months or longer.

(i) Temporary details from one position to another position, within a Platoon, shall be done by seniority. Rescue personnel must be E.M.T.C. qualified.

(j) Civilian Employees covered by this Agreement seniority shall be based on the total years of continuous service with the City of Cranston.

#### **Section 4.5 - Vacancies - Privates And Officers Ranks**

1. Vacancies in the Privates' ranks shall be filled as soon as practicable after the date vacancy occurs. A vacancy occurs as a result of a retirement, death, promotion or termination.

~~For contract years commencing July 1, 2010 and July 1, 2011, the City may leave up to seventeen (17) vacancies in the privates rank unfilled. For the contract year commencing~~

~~July 1, 2012, the City may leave up to seventeen (17) vacancies in the privates rank unfilled.~~

2. Vacancies in the Officers ranks shall be filled immediately days after the date the vacancy occurs. In order for this vacancy in the Officers ranks to be filled, there must be an employee on an active certified promotional list and the vacancy occurs because of a promotion, retirement, death, or termination (for whatever reason).

#### **Section 4.6 - Vacancies Civilian Employee Positions**

Vacancies in civilian employee positions shall be filled as soon as practicable after the date the vacancy occurs.

#### **Section 5 - Temporary Service Out Of Rank**

Members of the Cranston Fire Department, up to and including the rank of Assistant Chief of the Department, who are ordered to assume the responsibilities of a higher rank shall be compensated for this service at the out of rank pay of one-fourth (1/4th) of the employees rate of pay for whom said employee is filling in for, provided such service is for a period of one-half (1/2) day (five (5) hours), or one-half (1/2) night (seven (7) hours) of each working day or night. Such higher rate shall apply for all time spent at higher rank. In the case of a Private who assumes command of a Company in the absence of a Captain, he shall be compensated at the rate paid a Lieutenant.

In the event of a vacancy in the officers' ranks on a particular Platoon, such vacancy shall be filled at once by a man on the promotional list working on the particular Platoon. All vacancy fill-ins should be done by seniority on each Platoon, using employees who are on the promotional list. In the event that all employees who are on the promotional list on a particular Platoon reject the vacancy fill-in, the Chief shall have the right to order the employee on a particular Platoon who is on the promotional list with the least amount of seniority to fill that position.

In any case where an employee serving out of rank contracts an illness or suffers injury in the performance of his duty, he shall be entitled to all of the benefits provided by Chapter 45-19-1, including pay at the rate he was receiving while serving out of rank. In the event an employee so disabled is subsequently placed on a disability pension, his pension shall be based on the pay of the person that he was filling in for.

**Section 5.1 - Temporary Service Out Of Class - Civilian Employee**

Any employee assigned to assume the duties of a higher classification on a temporary basis and who serves in said position for a period of more than five (5) consecutive working days shall be entitled to be compensated at the minimum rate of pay for the position in which he or she serves. Should this temporary assignment be for less than five (5) consecutive working days, then there shall be no salary adjustment.

**Section 6 - Promotions**

Promotion to the rank of Lieutenant and Captain on the Fire Department shall be made from the most senior person on the appropriate certified promotional list. Promotions to the ranks of Chief, Assistant Chief, Deputy Chief, Director of Emergency Medical Services, Fire Marshal, Superintendent of Fire Alarm, shall be made from the certified promotional list in accordance with the provisions of the City Charter. All certified promotional lists shall run concurrently regardless of the date of the certification of the promotional list by the Director of Personnel.

Promotions to all of the above ranks shall be made from the appropriate certified promotional lists for those positions during the total two (2) year length of said promotional lists for any promotional vacancy that during the time frame said lists are in effect (e.g. a promotional list is certified on January 1, 1996, through December 31, 1998; a promotional vacancy occurs on December 30, 1998; that promotional vacancy shall be filled from the certified promotional list beginning January 1, 1996 through December 31, 1998, for that position).

**Section 6.1 - Promotional Procedures**

Competitive examinations within the Fire Department shall be subject to the following rules:

A. Eligibility - Lieutenants and Captains

1. No member will be eligible to become a Lieutenant unless he has served at least five (5) years of service in the Department and at least two (2) years of service as a member of the Fire Fighting Division including his year of probation.
2. A member must possess an E.M.T.C. Certificate and must also have one (1) year of service on Rescue vehicles within the Cranston Fire Department prior to being appointed to Rescue Lieutenant.
3. No member will be eligible to become a Captain unless he is currently a Lieutenant and has at least three (3) years of service as a Lieutenant.
4. No member will be eligible to become a Rescue Captain unless he is currently a Rescue Lieutenant and has at least three (3) years of service as a Rescue Lieutenant.
5. No member will be eligible to become a Lead Lineman unless he has at least two (2) years of service in the Fire Alarm Division.
6. No member will be eligible to take an examination for the above positions unless he is eligible for promotion on the date of the first day the certified promotional list would be in effect.
7. Written examinations will be given to permit an adequate evaluation of the degree of achievement and preparation for the rank involved and each candidate will be graded so that a possible score of 100 points may be obtained. Fire Fighters' promotional grade will be based on a score of 65 points. Fire Fighters successfully passing will be placed on the promotion list. Upon promotion, a Fire Fighter shall serve a six month probationary period before being permanently assigned to the position. The Fire Fighter will be evaluated during the first six months by the Chief or his designee on a

bimonthly basis. A promoted Fire Fighter may be removed during his probationary period for just cause. Promotional lists may run for two (2) years.

8. A Rescue Driver can be appointed an acting Rescue Lieutenant even though he is not on the promotional list. A qualified Fire Fighter may be used as a Rescue Driver. The present practice of being able to move a Rescue Driver to another station as an acting Rescue Lieutenant will be continued.
9. A Fire Fighter, who has at least five (5) years of service on the Cranston Fire Department, can be appointed an acting officer even though he is not on the promotional list. This may be done when there is no one on the promotional list or if there is no one on the promotional list on a particular Platoon. The senior qualified man shall be appointed the acting officer. The Chief or Deputy Chief shall determine who is qualified. The senior man may refuse down to the level that the Chief or Deputy Chief determines is qualified. The City agrees to maintain promotional lists.

**B. Eligibility - Chief of the Department, Assistant Chief, Deputy Chief, Superintendent of Fire Alarm, City Fire Marshal and Director of Emergency Medical Services.**

1. No member will be eligible to become Chief of the Department unless he has at least three (3) years of service as Deputy Chief, Fire Marshal, Hazardous Materials Officer or Training Officer.
2. No member shall be eligible to become Assistant Chief unless he has at least three (3) years service as Deputy Chief, Fire Marshal, Hazardous Materials Officer or Training Officer.
3. No member will be eligible to become a Deputy Chief, City Fire Marshal, Hazardous Materials Officer or Training Officer unless he has at least three (3) years of service as a Captain.

4. No member will be eligible to become Superintendent of Fire Alarm unless he has at least five (5) years of service in the Fire Alarm Division.
5. No member will be eligible to become Director of Emergency Medical Services unless he has at least three (3) years of service as a Captain in the Rescue Division.
6. No member will be eligible to take an examination for the above positions unless he is eligible for promotion on the date of the first certified promotional list would be in effect.
7. Written and oral examinations will be given for promotion Chief of the Department, Deputy Chief, Assistant Chief, Superintendent of Fire Alarm, City Fire Marshal and Director of Emergency Medical Services. Points for seniority will be added into the total score.
8. Credit for seniority shall be given for actual service only, excluding probationary period and rank or grades specified at time of examination by the Personnel Director. Seniority shall be computed as of the date of examination. Credit for seniority shall be obtained by adding to standard grade of 65 the following points:

One-half (1/2) point for each full year of service for the first ten (10) years.

One (1) point for each full year of service for the next ten (10) years.

Two point for each full year of service over twenty (20) years.

C. Notification of Promotional Examination

1. At least forty-five (45) days prior to any promotional examination, the Personnel Director shall cause notice of such examination to be posted on the Fire Department Bulletin Board of each station. Such notice shall contain, among other information, the source of all materials from which the written examination will be taken.
2. The percentage (%) of the approximate number of examination questions in each of the subject areas to be tested shall be posted on the Fire Department Bulletin Boards in each station thirty (30) days prior to the date of the examination.

3. Any written examination given which does not comply with the provisions of the foregoing paragraph shall be subject to grievance of contract.

D. Sign-up Period for Promotional Examinations

All employees shall have at least twenty (20) days within the forty-five (45) day notification period for promotional examination as listed in Subsection C to sign up for promotional examinations. Applications for the promotion exam will be in accordance with RI State Laws and the RI Fair Employment Act, RIGL 28-5-7(7).

E. Preparation of Written Examination:

The written examination shall be prepared by the Director of Personnel.

F. Promotional Examinations for Certified Lists

1. The Director of Personal shall give a promotional exam every two (2) years in all divisions and ranks or if the list has been severely depleted or used in its entirety. Members who attain the required score will be placed on a permanent promotional list until he or she is promoted by their seniority not to exceed a period of four (4) years.

2. The Director of Personnel shall not be required to conduct a promotional examination when there are no current employees who meet the eligibility requirements. When said members would meet these requirements, the Director of Personnel shall insure that all the applicable provisions of Section 6.1 will be followed.

G. The City shall provide each station, division, and bureau with a complete set of current promotional material for all promotional examinations for all ranks within the Cranston Fire Department. Any changes in the source materials, such as new editions, new texts, etc., shall be provided on the date of the posting of the promotional exam to each station, division, and bureau.

**H. List of Source Materials Will Be as Follows:**

**Chief/ Asst Chief/ Deputy Chief:**

MANAGEMENT IN THE FIRE SERVICE, (NFPA)  
 HAZARDOUS MATERIALS, MANAGING THE INCIDENT, IFSTA  
 CHIEF OFFICER, IFSTA, CURRENT EDITION  
 FIRE FIGHTING PRINCIPLES AND PRACTICES, WILLIAM CLARK, 2ND EDITION  
 MANAGING FIRE AND RESCUE SERVICE, ICMA

#### **EMS Director**

CURRENT RI PREHOSPITAL CARE & PROTOCOLS AND STANDING ORDERS  
 CHIEF OFFICER, IFSTA, CURRENT EDITION  
 MANAGING FIRE & RESCUE SERVICES, ICMA  
 MANAGEMENT IN THE FIRE SERVICE, (NFPA)  
 EMERGENCY CARE, BRADY, CURRENT EDITION

#### **Superintendent of Fire Alarm**

Life Safety Code NFPA 101, Current Edition  
 Uniform Fire Code, NFPA 1, Current Edition  
 Rhode Island Uniform Fire Code, Chapter 13  
 NFPA, 72 National Fire Alarm Code , Current edition  
 1221 Standard for Installation, Maintenance and Use of Emergency Communication System, Current Edition

#### **Fire Captains and Fire Lt.:**

ESSENTIALS OF FIRE FIGHTING, IFSTA, CURRENT EDITION  
 EFFECTIVE SUPERVISORY PRACTICES, BETTER RESULT THROUGH TEAM WORK , ICMA  
 FIRE FIGHTING PRINCIPLES AND PRACTICES, WILLIAM CLARK, 2ND EDITION  
 FIRE DEPARTMENT COMPANY OFFICER, IFSTA, CURRENT EDITION

#### **Rescue Captains and Rescue Lt.:**

CURRENT RI PREHOSPITAL CARE & PROTOCOLS AND STANDING ORDERS  
 FIRE DEPARTMENT COMPANY OFFICER, IFSTA, CURRENT EDITION  
 EFFECTIVE SUPERVISORY PRACTICES, BETTER RESULT THROUGH TEAM WORK , ICMA  
 EMERGENCY CARE, BRADY, CURRENT EDITION

#### **Lead Lineman**

Emergency Service Communication, NFPA 1221, Current Edition  
 Private Fire Protection and Detection 210, International Fire Service Training Assoc.  
 (Chapter 6 Only)

Fire Alarm Signal Systems, NFPA, Richard W. Bukowski and Robert J. O'Laughlin,,  
Current Edition  
Rhode Island Uniform Fire Code (Chapter 13)

**Section 6.2 - Promotional Procedures For Civilian Employees**

A competitive examination pursuant to Civil Service Rules and Regulations, any changes to the present Civil Service Rules and Regulations shall be forwarded to Local 1363 International Association of Fire Fighters and be subject to Grievance and Arbitration procedures.

Credit for seniority shall be given for actual service only, excluding probationary period, and rank or grades specified at time of examination by the Personnel Director. Seniority shall be computed as of the date of examination. Credit for seniority shall be obtained by adding to the standard grade of seventy (70) the following points:

One-half (1/2) point for each full year of service for the first ten (10) years.

One (1) point for each full year of service for the next ten (10) years.

No additional credit for service in excess of twenty (20) years.

**Section 6.3 - Rescue Division - Emergency Medical Technicians (EMTC)**

**Certification Requirements**

In addition to the eligibility requirements in Section 6.1 hereof, in order to remain a Rescue Captain, Lieutenant, or Director of Emergency Medical Services his E.M.T.C. Certificate must be kept current and failure to renew the E.M.T.C. Certificate and keep it current will result in automatic reduction to Private status. If a Rescue Captain or Lieutenant transfers outside the Rescue Division the rank of Captain or Lieutenant will not be carried into any other Division and a Rescue Captain or Lieutenant who transfers out of the Rescue Division will return to the rank of Private.

**Section 6.4 - Officer/Acting Officer****In-Service Operable Apparatus**

There shall be an officer or acting officer in charge on all in-service operable apparatus on all Platoons.

**Section 6.5 - Dispatch Operations**

Through December 31, 2010, there shall be two (2) firefighters on duty at all times in Fire Alarm, one (1) who must be either a Fire Alarm Lieutenant or an Operator; thereafter, there shall be, instead, two (2) civilian dispatchers on duty at all times.

**Section 6.6 - Fire Prevention Bureau**

There shall be assigned to the Fire Prevention Bureau one (1) City Fire Marshal, one (1) Captain, and three (3) Lieutenants.

**Section 6.7 - Training Division**

There shall be assigned to the Training Division one (1) Training Officer/Deputy Chief and one (1) Captain to be assigned as of January 1, 2011. The recruit training school will consist of a minimum of sixteen (16) weeks with an added two (2) weeks for the purpose of trainees being assigned to in service apparatus. During this two (2) week period, the trainees will not count toward minimum staffing.

During the eighteen week training academy, recruits will receive two-hundred (\$200) dollars less of the weekly salary of the first (1<sup>st</sup>) year firefighter. Recruits will also not be eligible for any holiday pay or clothing maintenance pay during this period.

**Section 6.8 - Hazardous Materials Bureau**

There shall be assigned to the Hazardous Materials Bureau one (1) Hazardous Materials Officer/Deputy Chief (effective July 1, 1996).

**Section 6.9 Fire Department Apparatus Structure**

The in service apparatus structure of the fire department will consist of the following:

6 Engine Companies  
 3 Ladder Companies  
 4 Rescue Companies  
 1 Special Hazards Company

Each company shall have assigned to it a Captain and 3 Lieutenants.

**Section 7 - Duties**

- (a) Consistent with municipal, state and federal law, the duties of the members of the Cranston Fire Department shall consist of the protection of life and property; the prevention, control and extinguishment of fires; emergency medical services; and the enforcement of laws and regulations related to fire prevention and public health and safety.

In the event of emergencies, the Chief of the Department or his designee may direct the on-duty platoon to shovel hydrants and pump cellars.

- (b) There shall be no contracting out of the duties or responsibilities presently performed by members of Local 1363 IAFF or other employees of the Cranston Fire Department.
- (c) There shall be no privatization of any Division or Bureau of the Cranston Fire Department.
- (d) There shall be no consolidation of the Cranston Fire Department into a Public Safety Organization with any other City of Cranston Department, any other City, Town, or private and public Fire District, any Private Fire Protection or Rescue Organization.
- (e) There shall be no duties or responsibilities presently performed by members of Local 1363 IAFF or other employees of the Cranston Fire Department performed by any other City of Cranston Departments or any other organizations.

**Section 7.5 - Work Conditions**

With the exception of ice Rescue boat drills no outside drills or inspections or details shall be conducted when the temperature is below 32 degrees or above 90 degrees.

**Section 8 - Detail To Other Departments**

The City of Cranston agrees that members of the Cranston Fire Department whose duties are defined in Section 7 shall not be detailed to other Departments of the City. The details from one unit to another within the Fire Department shall be the responsibility of the Chief of the Department.

**Section 9 - Hours**

- (a) The regular work schedule for members of the Fire Fighting units, Rescue and Fire Alarm Operators' units (through December 31, 2010 at which time the Fire Alarm Operators' unit shall be replaced by civilian staff) shall be an average workweek of forty-two (42) hours; the work schedule to consist of four (4) Platoons working two (2) consecutive days of ten (10) hours each, two (2) consecutive nights of fourteen (14) hours each, followed by four (4) days off. The regular workweek for members of other Divisions of the Fire Department shall be forty (40) hours per week, to be worked in four (4) days of ten (10) hours each, in such manner as may be agreed upon between the Chief and Local 1363.
- (b) The regular work schedule for civilian employees of the Fire Alarm Division and the Maintenance Division shall be forty (40) hours per week, Monday through Friday, to be worked in four (4) days of ten (10) hours each, in such a manner as may be agreed upon between the Chief and Local 1363 International Association of Fire Fighters. Effective January 1, 2011, the regular work week for the civilian members of the dispatch center shall be forty (40) hours per week, to be worked in three (3), eight (8) hour shifts.

Effective July 1, 1995, the regular work schedule for civilian employees in the Clerical positions shall be a thirty-five (35) hours per week, seven (7) hours per day Monday through Friday.

#### **Section 10 - Substitutions**

The right to substitute at any time shall be permitted; provided, however, that permission to substitute a ten (10) hour shift or a fourteen (14) hour shift must be obtained from the Deputy Chief or Division Head affected by the substitution. If permission is obtained from a Division Head, such Division Head shall notify the Deputy Chief. This section shall also apply to the civilian dispatchers' eight (8) hour shifts.

#### **Section 11 - Overtime**

All employees shall be compensated for hours worked in excess of their normal tour at the overtime rate of pay as hereinafter set forth. In the event that an employee normally working on a forty (40) hour workweek is temporarily assigned because of vacation or illness or other cause to a workweek of longer hours, he shall be compensated for the additional hours at the overtime rate of pay hereinafter set forth.

In order for any employee covered by this Agreement to be entitled to overtime pay for any hour, said employee must work thirty (30) minutes or more. In the event that the overtime is less than thirty (30) minutes, there shall be no overtime compensation for such period of time which is less than thirty (30) minutes.

The hourly rate of overtime shall be time and one-half said employee's regular hourly rate. "Hourly rate" as used in the preceding sentence is one-fortieth (1/40) of the weekly rate.

#### **Section 11.1 - Overtime Callback Provisions**

The overtime call back rules will be mutually agreed upon by the Fire Chief and Local 1363. The method governing overtime call back will be listed in an agreement between the Fire

Chief and Local 1363 dated July 1, 2007. Any changes to these rules must be agreed upon by both parties.

**Section 11.2 Mutual Aid**

1. When Cranston Fire Fighters leave the City on a mutual aid (projected over two (2) hours in length), the City shall call back the same number of Fire Fighters to staff fire apparatus or supplement the staffing on in-service fire apparatus remaining in the City.
2. When the City of Cranston receives mutual aid from surrounding communities for fire apparatus assigned to Cranston fire stations (projected over one (1) hour in length), the City will call back one (1) Fire Fighter from the Fire Fighting Division for each piece of mutual aid fire apparatus provided by the surrounding communities.

**Section 12 - Callback Pay**

Fire Fighters covered by this Agreement, who are called back during emergencies, shall be compensated for at least four (4) hours, at the rate set forth in Section 11 hereof.

Civilian employees covered by this Agreement, who are called back during emergencies, shall be compensated for at least three (3) hours, at the rate set forth in Section 11 hereof.

**Section 13 - Special Details**

- (a) In any case where an employee covered by this Agreement is assigned to a special detail of a private nature for an employer other than the City, said employee shall be paid the detail pay hereinafter set forth by the individual corporation or organization for whom said employee is working before or at the end of the detail period.
- (b) All employees covered by this Agreement who are assigned to a special detail of a private nature for an employer other than the City shall be guaranteed a minimum of four (4) hours' pay at the rate of time and three-quarters (1-3/4) the average current

hourly rate of pay based on the ranks of Captain, Lieutenant; and fire fighter (after three (3) years).

In addition, on Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Thanksgiving Day, Easter Sunday, St. Patrick's Day, Memorial Day, Independence Day, Labor Day, Columbus Day and Armistice Day, they shall be paid at the rate of double the employee's time and three-quarters (1-3/4) rate for special details, with a minimum four (4) hour guarantee.

No employee shall be permitted to take a private detail on the night immediately following any day tour of duty where he has been out sick or on injury leave for said tour, nor on the day immediately following any night tour of duty when he has been out sick or on injury leave for said night tour. All detail pay shall be time and three-quarters (1-3/4) the average current hourly rate of pay based on the ranks of Captain, Lieutenant, and fire fighter (after three (3) years).

- (c) Whenever an employee of the Cranston Fire Department who has been assigned to a private or special detail is injured in the course of such detail, he shall be compensated by the City for all medical and hospital expenses, etc., and the regular rate of pay is to be continued during the period of incapacity as provided by Section 45-19-1 of the General Laws of Rhode Island 1956, as amended.

The City shall be subrogated to any third party who may be liable to a member for payment hereunder; provided, however, that the City shall not be subrogated for any sums of money received by the injured Fire Fighter for pain and suffering.

- (d) In the event any employee covered by this Agreement is sued in any civil proceeding as a result of actions performed by said employee in the performance of their duties on a private or special detail, the City agrees to provide the employee with all necessary legal assistance and further agrees to pay any judgment rendered against said

employee in any such proceedings, provided however, that the City shall have the right to deny all or a portion of the benefits under this section if it determines that the employee acted outside the scope of their employment.

- (e) No employee covered by this Agreement shall be compelled to parade or to attend the Inaugural Ball or other civic functions, but may parade and attend said Inaugural Ball or other civic functions on a voluntary basis without pay.
- (f) A special detail list shall be established on the basis of departmental seniority, irrespective of rank, and shall be used on a rotating basis. This special detail list shall be maintained and administered by the President of Local 1363 International Association of Fire Fighters, AFL-CIO or his designee.

#### **Section 14 - Vacations**

- (a) All permanent employees who have less than five (5) years' service in the Department as of April 1 in any year shall be entitled to a vacation of twelve (12) working days during such calendar year. All employees who have completed five (5) years or more of service in the Department prior to April 1 of any year shall be entitled to a vacation of eighteen (18) working days during such calendar year. All employees who have completed ten (10) years of service or more in the Department but less than fifteen (15) years prior to April 1 in any year shall be entitled to a vacation of twenty (20) working days during such calendar year. All employees who have completed fifteen (15) years prior to April 1 in any year shall be entitled to a vacation of twenty-two (22) working days during such calendar year. All employees who have completed twenty (20) years or more years of service in the Department prior to April 1 shall be entitled to a vacation of twenty-four (24) working days during such calendar year. Effective January 1, 2002, all employees who have completed twenty (20) or more years of service in the Department prior

to April 1 shall be entitled to a vacation of twenty-six (26) working days during such calendar year. For contract year July 1, 2009 to June 30, 2010, all members will defer one (1) vacation working day. Also, a member can also voluntarily defer one (1) additional vacation working day. Both days to be paid at the time of retirement at one-fifth (1/5) the members current weekly salary. For contract year July 1, 2010 to June 30, 2011, all members will waive and relinquish one vacation working day.

- (b) Seniority shall apply in selecting the vacations by Platoon without regard to rank, and shall be determined by the length of time that an employee covered by this Agreement has been in the Cranston Fire Department.
- (c) Seniority shall apply in selecting vacations by department or Divisions for non-Platoon employees without regard to rank, and shall be determined by the length of time that an employee covered by this Agreement has been employed in the Cranston Fire Department.
- (d) Employees shall be given a reasonable time period to pick their vacations. Reasonable time shall be determined by Local 1363 and the Chief of the Department.
- (e) All employees may pick their vacation one working day at a time, but no more than twelve (12) consecutive working days at any time. Employees shall be allowed to change their vacation six (6) times during the calendar year.
- (f) There shall be no more than six (6) employees plus one (1) Deputy Chief per Platoon on vacation at any given time except with permission of the Chief of the Department.
- (g) In the event an employee dies during any calendar year prior to his taking a vacation, the amount of his vacation entitlement shall be paid in cash to his estate.

- (h) An employee who terminates his employment or retires during any calendar year prior to his taking a vacation shall be entitled to vacation pay in accordance with the schedule enumerated in Section 14 (a) above.
- (i) An employee may elect during each calendar year to defer from one (1) to four (4) of their vacation days. These deferred days may be accumulated up to a maximum of thirty (30) working days. These credited accumulated working days will be paid to each member at the time of the members retirement based at the current rate of one-fifth (1/5th) of the members weekly salary.
- (j) All employees may be able to accrue up to a maximum of thirty-five (35) working days. This includes the non-voluntary deferred four (4) days of calendar year 1992, and the thirty (30) voluntary deferred days listed in Subsection (I). These credited deferred accumulated vacation days will be paid to each member at the time of the member's retirement based at the current rate of one-fifth (1/5) of the member's weekly salary.

#### **Section 14.5 - Vacations Civilian Employees**

Effective July 1, 1986, all permanent classified employees who have less than five (5) years' service in the Department as of January 1 in any year shall be entitled to a vacation of sixteen (16) working days during such calendar year. All employees who have completed five (5) years but less than ten (10) of service in the Department prior to January 1 of any year shall be entitled to a vacation of nineteen (19) working days during such calendar year. All employees who have completed ten (10) years of service or more in the Department prior to January 1 in any year shall be entitled to a vacation of twenty four (24) working days during such calendar year. ~~who have less than five (5) years of service with the City, shall accumulate vacation leave at the rate of one and one third (1 1/3) days per month totaling sixteen (16) days per year. All permanent classified employees who have more than five (5) years but less than ten (10) years~~

~~with the City shall accumulate vacation leave at the rate of 1.583 days per month totaling nineteen (19) days per year. All permanent classified employees who have ten (10) years or more of service with the City shall accumulate vacation leave at the rate of two (2) days per month totaling twenty four days (24) per year.~~ It is also agreed that any employee with ten (10) or more years of service on December 31st, may elect to be paid up to five (5) days vacation pay for time accrued in excess of eighteen (18) days per year. Vacation periods shall be set by mutual agreement between the Department/Division Head and the employee. If there is a conflict as to the choice of vacation between employees, it shall be decided on the basis of seniority.

#### **Section 15 - Paid Holidays**

The following holidays shall be paid holidays for members of the Department:

New Year's Day	Memorial Day	Firefighter's Memorial Sunday (2nd Sunday in Oct.)
Martin Luther King Day	Independence Day	Columbus Day
Washington's Birthday	V-J Day	Armistice Day
Easter Sunday	9/11 Memorial Day	Thanksgiving Day
RI Independence day	Labor Day	Christmas Day

~~Each member waives the following holiday pay for Contract Year July 1, 2008 to June 30, 2009 for the following holidays:~~

~~President's Day, Easter Sunday, R.I. Independence Day, Memorial Day~~

Holiday pay shall be thirty-two and a half percent (32.5%) the employee's weekly salary combined with the employee's longevity payment, and shall be paid to each employee over and above his weekly salary, whether he works the holiday or not.

Any employee substituting at a higher rank shall be paid at such higher rank for any holiday occurring during the period that said employee is serving at such higher rank.

The eight (8) paid holidays involuntarily deferred in contract year July 1, 1991, through June 30, 1992, will be paid to all eligible employees at their retirement at one-fourth (1/4) the employee's weekly salary combined with employee's longevity effective at retirement.

Holiday pay shall be included in employee's annual salaries for pension purposes effective July 1, 1981.

#### **Paid Holidays for Civilian Employees**

The schedule of paid holidays for civilian employees shall be as follows:

New Year's Day	Memorial Day	Firefighter's Memorial Sunday (2nd Sunday in Oct.)
Martin Luther King Day	Independence Day	Columbus Day
Washington's Birthday	V-J Day	Armistice Day
Easter Sunday	9/11 Memorial Day	Thanksgiving Day
RI Independence day	Labor Day	Christmas Day

When any of the above holidays fall on a Saturday, employees will be given the preceding Friday off. If the holiday occurs on a Sunday, employees will be given the following Monday off. Employees who work on the holiday will be paid time and one-half (1-1/2) for the hours worked in addition to their holiday pay. In the event Christmas Eve or New Years Eve fall on a Friday or a Sunday, employees shall be granted another day off by mutual agreement between the employee and his/her Department or Division Head.

#### **Section 15.1 – Uniform Clothing Allowance and Voucher**

The City agrees to supply employees of the Fire Department by November 1 each year the following clothing and equipment:

**A. ~~Firefighters/Drivers/Fire Officers:~~**

~~Four (4) sets of station uniforms and one (1) pair of black shoes or black athletic shoes each year.~~

~~F.A.~~ Chief of the Department, Assistant Chief/Deputy Chiefs, Superintendent of Fire Alarm, Fire Prevention Officers, EMS Director, Hazardous Material Officer/Deputy Chief, and Training Officer/Deputy Chief:

Two (2) pairs of dress blue uniform trousers, a dress blue blouse or jacket, a hat, five (5) dress white shirts, one (1) black neck tie, and one (1) pair of black shoes on a one (1) time basis when a member is initially transferred into the above-mentioned position. The above-mentioned items of clothing will be replaced as soon as practicable with similar clothing when, upon inspection, such clothing is worn, destroyed, or mutilated as a result of normal wear and tear or as the result of destruction in the line of duty and upon the surrender by member of said clothing.

~~B.~~ Rescue Drivers/Rescue Officers:

~~Four (4) sets of station uniforms, and one (1) pair of black shoes or black athletic shoes each year.~~

~~E.B.~~ Mechanics:

Four (4) sets of blues, one (1) pair of black shoes each year and three (3) sets of rental coveralls per week.

~~H.C.~~ Civilian dispatchers will receive three (3) collared polo shirts per year.

Fire Department issued collared polo shirts may be worn in place of the blue uniform shirt. New hires will receive four (4) sets of station uniforms four (4) collared polo shirts and one (1) pair of shoes.

~~G.~~ Fire Alarm Operators/Fire Alarm Lieutenant:

~~Four (4) sets of station uniforms, and one (1) pair of black shoes or black athletic shoes each year.~~

~~D.~~ Lead Linemen/Linemen/Civilian Electrician

~~Four (4) sets of blues, and one (1) pair of black shoes each year.~~

~~E. Mechanics:~~

~~Four (4) sets of blues, one (1) pair of black shoes each year and three (3) sets of rental coveralls per week.~~

~~F. Chief of the Department, Assistant Chief/Deputy Chiefs, Superintendent of Fire Alarm, Fire Prevention Officers, EMS Director, Hazardous Material Officer/Deputy Chief, and Training Officer/Deputy Chief:~~

~~Two (2) pairs of dress blue uniform trousers, a dress blue blouse or jacket, a hat, five (5) dress white shirts, one (1) black neck tie, and one (1) pair of black shoes on a one (1) time basis when a member is initially transferred into the above mentioned position. The above mentioned items of clothing will be replaced as soon as practicable with similar clothing when, upon inspection, such clothing is worn, destroyed, or mutilated as a result of normal wear and tear or as the result of destruction in the line of duty and upon the surrender by member of said clothing.~~

~~G. Fire Prevention Officers:~~

~~In addition to the above mentioned items of clothing, two (2) sets of station uniforms each year.~~

~~H. Civilian dispatchers will receive three (3) collared polo shirts per year.~~

~~Fire Department issued collared polo shirts may be worn in place of the blue uniform shirt. New hires will receive four (4) sets of station uniforms four (4) collared polo shirts and one (1) pair of shoes.~~

Effective July 1, 2008

Remove the following Sections

Section 15.1 A, B, C, D and G

The uniform issue will be by the voucher system. Each member may choose clothing from the following listed items. NFPA Approved blue uniform shirt and pants, polo shirts, shoes or athletic shoes and a belt. The Chief of the Department may add or delete any additional clothing or

~~equipment he deems necessary to the voucher list. In 2008 the cost of each voucher will not exceed four hundred fifty (\$450) dollars per member. In 2009 the cost of each voucher will not exceed five-hundred fifty (\$550) dollars per member.~~

Effective July 1, 2015 the cost of each voucher will not exceed six hundred (\$600.00) dollars.

Effective July 1, 2016 the cost of each voucher will not exceed seven hundred (\$700.00) dollars.

The order shall be placed by the city by September 1 of each year.

~~New hires will receive four (4) sets of station uniforms four (4) collared polo shirts and one (1) pair of shoes~~

### **Section 15.2 – Protective Gear and Clothing Allowance**

A. Firefighters/Drivers/Fire Officers:

Rubber boots, turnout coats, bunker pants with suspenders, helmet with eye protection and helmet shield, blue uniform work jacket, woolen caps, work gloves, Nomex hoods, and S.C.B.A. masks.

B. Rescue Drivers/Rescue Officers:

Rubber boots, turnout coats, bunker pants with suspenders, helmet with eye protection and helmet shield, foul-weather gear, rubbers, overshoes, blue uniform work jacket, woolen cap, Nomex hoods, work gloves, and S.C.B.A. masks.

~~C. Operators, Fire Alarm Lieutenants:~~

~~Blue uniform work jackets.~~

~~D.C.~~ Fire Alarm Linemen, Civilian Electrician/Lead Lineman

Coveralls or overalls, climbing shoes, hard hats, linemen's gloves, all-purpose coats, heavy-duty rubbers, foul-weather gear, woolen caps, Nomex hood, jumpsuit, and summer jacket.

~~E.D.~~ Mechanics:

Canvas work jacket, heavy-duty rubbers, steeled toed work shoes, work gloves, woolen cap.

~~F.E.~~ Fire Marshal, Fire Prevention Officers, Hazardous Material Officer/Deputy Chief:

Rubber boots, turnout coat, bunker pants with suspenders, helmet with eye protection and helmet shields, blue uniform work jacket, heavy-duty rubbers, work gloves, woolen caps, hard hats, coveralls or overalls and a jumpsuit.

~~E.E.~~ EMS Director, Training Officer/Deputy Chief:

Rubber boots, turnout coat, bunker pants with suspenders, helmet with eye protection and helmet shields, blue uniform work jacket, rubbers, work gloves, woolen caps, and Nomex hood.

The City agrees to furnish all the above-mentioned protective gear and clothing when members are assigned to these positions if protective gear and clothing has not already been issued. The City shall reissue, as soon as practicable, similar protective gear or clothing when, upon inspection, such protective gear or clothing is worn, destroyed, or mutilated as a result of normal wear and tear or as the result of destruction in the line of duty, and upon the surrender by the employee of said protective gear or clothing. Effective July 1, 1990, protective gear lost in the line of duty shall be replaced.

### **Section 15.3 – Dress Uniform – Firefighters**

The dress uniform in the Cranston Fire Department shall consist of:

One (1) dress uniform cap

One (1) blue blouse

One (1) pair blue trousers

One (1) white long-sleeve shirt with department patch

One (1) black tie

One (1) black belt

One (1) black pair of socks

One (1) black pair of shoes

All applicable badges, rank insignia, pins, emblems, piping, etc.

~~The City shall provide to all firefighters hired prior to July 1, 2001, excluding those firefighters listed in Section 15.1, subsection (F) the following clothing:~~

~~One (1) blue blouse~~

~~One (1) blue pair of trousers (except Fire Prevention Officers)~~

~~One (1) white long sleeve shirt with department patch and rank insignia where applicable in lieu of receiving three (3) sets of station uniforms from July 1, 2000 through June 30, 2001, issued on a one (1) time basis for that contract year.~~

The City shall provide to all firefighters hired after July 1, 2001, on the successful completion of their probationary year of service in the Department a dress uniform as listed above with the exception of a black belt and black socks.

The above-listed items of clothing will be replaced as soon as practicable with similar clothing (exception: belt and socks) when upon inspection such clothing is worn, destroyed, or mutilated as a result of normal wear and tear or as the result of destruction in the line of duty and upon the surrender by member of said clothing.

Any necessary change in any article of the dress uniform due to promotions, type of material, style, etc., resulting in the need to replace an article of clothing shall be borne by the City as soon as practicable.

#### **Section 15.4 – Clothing Maintenance Allowance**

The City agrees to provide each member of the Department with the sum of one thousand hundred (\$1000.00) dollars per year for cleaning, maintenance, and upkeep of said station and dress uniforms and work attire, said sum to be paid in quarterly (1/4) installments commencing

July 1 of each year. ~~Effective July 1, 2008, said amount shall be increased to one thousand one hundred (\$1100.00) dollars per year.~~

~~Each member will waive the final clothing maintenance payment (\$275.00) for contract year July 1, 2008 to June 30, 2009.~~

Effective July 1, 2009, said amount shall be increased to one thousand two hundred (\$1200.00) dollars per year. The above-listed cleaning, maintenance and upkeep allowance shall not apply to civilian employees.

Effective July 1, 2015, said amount shall be increased to one thousand and three hundred (\$1300.00) dollars per year.

#### **Section 15.5 – Fire Prevention and Fire Alarm Clothing Purchase**

The City agrees to provide employees of the Fire Prevention Bureau and Superintendent of Fire Alarm six hundred (\$600.00) dollars per year for the purchase of civilian attire, said sum to be paid in quarterly (1/4) installments commencing July 1 of each year.

The above-listed civilian clothing purchase allowance shall not apply to civilian employees.

#### **Section 16 - Sick Leave**

##### A. Amount of Sick Leave

Sick leave shall be granted at the rate of twenty (20) working days per year accumulative to one hundred and sixty (160) working days; provided, however, that members with Five (5) years' service or more within the Department shall be granted up to an additional sixty (60) working days' sick leave if the sickness is of such nature as to require a prolonged period of treatment and recuperation. All uniform and civilian members of Local 1363 who suffer a long term non-occupational injury or illness and said individual has exhausted his/her sick leave accrual, other members of Local 1363 may voluntarily donate unused sick leave to the affected member. The member donating the sick leave will have their sick leave accrual debited.

During the month of January in each year the City of Cranston shall cause to be published and dispatched to the members of the Fire Department their present entitlement under this clause.

Days of absence due to injuries and/or illness contracted outside the line of duty shall be subtracted from the employee's sick leave as hereinbefore specified. Days of absence due to injuries contracted in the line of duty shall not be subtracted from the employee's days of sick leave hereinbefore specified.

When an employee is absent for more than two (2) consecutive work days or after having more than eight (8) days of sick leave with pay during a calendar year, the Chief of the Department may require a physician's certificate or other satisfactory evidence in support of the request. The Fire Fighter may submit a certification from his own physician at his own expense or may elect to be examined by a City approved physician from a list of several maintained by the City, such examination to be paid for by the City.

Willful violation of any of the sick leave provisions contained herein or the willful making of a false claim for sick leave shall subject the employee to disciplinary action and/ or the requirement to make restitution. If grounds exists to suspect a misuse of sick leave, the City has the right to investigate the employee, including sending a representative to the employee's residence. In the event a Fire Fighter is on vacation and becomes ill, the vacation shall continue to be in effect. This provision will not apply to Fire Fighters injured in the line of duty or those on long term sick leave. Probationary firefighters will be granted 10 sick days during their probationary year. This sick leave may be used at the conclusion of the fire department training academy.

#### B. Reasons for Sick Leave

Sick leave for members of the Fire Department shall be granted for the following defined reasons:

1. Personal illness or physical incapacity, not voluntarily caused, to such an extent as to be rendered thereby unable to perform the duties of his present position or of some other position in the Department if said employee is found capable of other work by qualified physician.
2. Attendance upon members of the family within the household of the employee whose illness requires the care of such employee for a period not to exceed twenty-four (24) hours (employees can be required to sign an affidavit stating that there is no possible way to make other arrangements). This attendance upon members of the family within the household shall be limited to twelve (12) occurrences per year unless this attendance is due to a continuous long-term illness.

C. Additional Leave Not To Be Deducted From Sick Leave

Enforced quarantine when established and declared by the Department of Health or qualified physician for the period of such quarantine only.

D. Sick Leave on Retirement

1. Upon retirement in good standing from City employment, after at least ten (10) years of employment in the City, an employee may elect to be paid for, or take as furlough, one quarter (1/4) of unused accrued sick leave time, up to a maximum of forty (40) days.
2. Upon retirement in good standing from City employment, after at least twenty (20) years of employment in the City, an employee may elect to be paid for, or take as furlough, one-half (1/2) of unused accrued sick leave time, up to a maximum of eighty (80) days. Any member who purchases military time afforded under Section 24-10 of this agreement must work a minimum of twenty (20) years to be eligible for the above benefit.

E. Sick Leave on Death

1. If an employee with at least ten (10) years of service with the City dies leaving unused accumulated sick leave, his estate shall receive a payment equal to one-half (1/2) of said unused, accumulated sick leave up to a maximum of Eighty (80) days.
2. If an employee with at least twenty (20) years of service with the City dies leaving unused accumulated sick leave, his estate shall receive a payment equal to one-half (1/2) of said unused, accumulated sick leave up to a maximum of eighty (80) days.
3. A member of Local 1363 IAFF who dies because of a line-of-duty death due to disease, illness, or injury shall receive all of their unused accumulated sick leave up to one hundred and sixty (160) days payable to their estate.

F. Payment for Unused Accumulated Sick Leave

If payment is to be made for unused accumulated sick leave, either upon retirement of a Fire Fighter, or to the Fire Fighter's estate at the time of death, it will be paid at the current rate of one-fifty (1/5) of the employee's weekly salary.

G: Parental and Family Leave; Uniform and Civilian Employees and Maternity Leave

To the extent it may be applicable the employer agrees to comply with governing state and federal parental and family medical leave legislation including the Family Medical Leave Act of 1993, Pub. No. 103-03 Section 405(b)(2), 107 Stat. 6 (1993) and the Rhode Island Parental and Family Medical Leave Act, RIGL 28-48-1, et seq.

Upon the election of an employee who takes parental leave, accumulated sick leave, up to one-hundred twenty (120) day limit, shall be paid to that employee during the period of leave.

An eligible employee who elects to take parental leave shall notify the Chief of the Fire Department or his designee thirty (30) days in advance of the commencement of said leave, unless prevented by medical emergency from giving that notice.

In addition to the foregoing, a female employee shall be granted an additional leave of absence, without pay, not to exceed six (6) months, or the use of her accumulated sick leave, for a medical condition causally related to pregnancy or child birth; provided however, that such condition disables said employee from performing her regular duties as a firefighter; and provided further, however, that said employee's attending physician provide written certification of said disability to the Chief of the Fire Department.

A pregnant employee may also request that the Chief of the Department grant her a temporary transfer to a non-line firefighting or rescue position. These positions include, but are not limited to, fire alarm dispatcher, fire prevention or training. The Chief of the Department shall grant this temporary transfer.

Further, Depending on the temporary assignment, the member at her discretion may then work a 5 (five) day schedule and be allowed to accrue comp days at a rate of 1 day per week. Following the (2) two days of special leave provided for in section 16.2 of the CBA for the birth of a child, said comp time shall be used before any other form of leave as provided for in the CBA

**Section 16.1 – Bereavement Leave**

1. In the case of the death of a father, mother, wife, son, daughter, mother-in-law, father-in-law, brother, sister, stepson, stepdaughter, stepmother, stepfather, stepbrother, or stepsister, of any employee, such employee shall be entitled to a leave of absence with pay from the time of the notification of the death to and including the day following the burial of the deceased, not to exceed five (5) days, except in cases where unusual travel distance exists such period shall be extended for a maximum of three (3) days, and provided further that in the cases of employees of the Jewish faith, said leave shall be for the actual period of mourning observed but not to exceed seven (7) days from the day of burial. Employees who are on vacation during the time they are allowed to be on leave

under this section, shall be allowed to re-select their vacation at another time as long as there are less than six (6) employees on vacation.

2. In case of the death of a grandmother, grandfather, great-grandmother, great-grandfather, grandson, granddaughter, great-grandson, great-granddaughter, daughter-in-law, son-in-law, sister-in-law or brother-in-law of an employee, such employee shall be entitled to a leave of absence with pay covering the day before the funeral and the day of the funeral.

3. In case of the death of a nephew, niece, uncle or aunt of an employee, such employee shall be entitled to a leave of absence with pay for the one (1) day of the funeral, either day or night tour of duty.

4. In case of the death of a relative other than those provided for in paragraphs 1, 2, and 3, such leave of absence with pay shall be for not more than one (1) day, to permit attendance at the funeral of said person.

5. Paragraph 4 will only apply to day shift personnel unless there is a late afternoon funeral.

All others would be required to report for their regular tour of duty.

### **Section 16.2 – Special Leave**

<u>REASON</u>	<u>AMOUNT</u>	<u>COVERED INDIVIDUALS</u>
Baptism	either 1 day or night	Son, daughter, godchild, employee
First Communion	either 1 day or night	Son, daughter, employee
Confirmation	either 1 day or night	Son, daughter, employee
Bar Mitzvah	either 1 day or night	Son, employee
Bas Mitzvah	either 1 day or night	Daughter, employee
Birth of Child	2 days	Employee
Wedding	3 working days	Employee
Wedding	1 day	Son, daughter, brother, sister, father, mother, brother-in-law, sister-in-law

High School or College Graduation	1 day	Son, daughter, employee, wife
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Requests for the above-mentioned leave must be received four (4) working days prior to the date of the event. This special leave only applies when an employee is scheduled to work on the day of the ceremony.

#### **Section 16.3 - Sick Leave - Civilian Employees**

Each full-time civilian employee shall be able to accumulate up to one and two-thirds (1-2/3) working days for each completed calendar month of service totaling twenty (20) working days per year accumulative to one hundred sixty (160) days.

Willful violation of any of the sick leave provisions contained herein or the willful making of a false claim for sick leave shall subject the employee to disciplinary action and/or the requirement to make restitution. If grounds exists to suspect a misuse of sick leave, the City has the right to investigate the employee, including sending a representative to the employee's residence.

Members with over ten (10) years of service with the City shall be granted up to an additional ninety (90) working days if the sickness is of such a nature as to require a prolonged period of treatment and recuperation.

#### **Section 16.4 - Good Attendance (Effective January 1, 1997)**

All employees who use four (4) days or less of sick leave including family illness in any calendar year shall receive two (2) days of pay for each year of good attendance accumulated until retirement; which will be paid at one-fifth (1/5) the weekly rate of pay effective for their rank at the time of their retirement (Effective January 1, 1997).

#### **Section 17 - Injuries And Illness**

- A. A member of the Department who is injured shall report his injury to the Department either individually or through a representative as soon as practicable, but in no event

more than ten (10) calendar days from the date of injury. Failure to submit said report may be a bar to receiving the benefits herein.

All injuries, regardless how minor, shall be reported to the officer in charge as soon as practicable and entered on the Day Sheet. If possible, injury reports should be made out the same day.

**B. Medical Care for Injuries or Illness in Line of Duty**

Medical care for those injured or who contract illness in the line of duty shall be as follows:

Those members injured or who contract illness in the line of duty whose condition requires admittance to a hospital, shall have the right to select a hospital in the State of Rhode Island and a physician from the staff of that hospital. The choice shall be made by the employee or if his condition prevents him from making his choice, the choice shall be made by his nearest relative who may be available at the time.

In other cases, which do not require hospitalization, the employee shall have the right to a specialist of his own for initial treatment at the hospital and for subsequent treatment at the selected physician's office.

In cases which are of a minor nature (minor lacerations, abrasions, contusions, etc.), the judgment of the resident physician shall be followed regarding the necessity of calling in a specialist.

When an employee has suffered a minor injury, which does not require the care of a physician, in the line of duty and has been treated by a member of the Rescue Squad, a report of the injury and treatment shall be made to the Chief of the Department and become part of the record of the Department. Any subsequent worsening of the injury or of the immediate area of the injury shall entitle the individual to the benefits of this Article.

In any case where an employee desires to be hospitalized in a hospital outside the State of Rhode Island or to be treated by a physician outside the State of Rhode Island, the City shall permit said employee to be so hospitalized or to be treated by such physician only if there is on file, with the City Clerk of the City, a certificate from the employee's resident physician in the State of Rhode Island that such hospitalization outside the State of Rhode Island, or such treatment by a physician outside the State of Rhode Island, is required for the proper treatment and/or cure of said employee's injury or physical condition.

When an employee has suffered a previous injury and an occasion arises when that injury recurs in any nature, the employee shall be entitled to the immediate examination of the physician who attended him for the original injury at the City's expense. In the event the physician who treated the employee for the original injury is not available by reason of illness, death or from other circumstances, an employee shall have the right to engage a specialist of his own choice, duly licensed and qualified to practice medicine in the State of Rhode Island. If the attending physician determines that the employee is actually suffering from a recurrence of the injury, the employee shall be entitled to the benefits of this Section;

In any case involving injuries, illnesses or recurrences thereof alleged to be connected to the performance of a member's duty, the City may require the member to submit to a physical examination, or re-examination, at the City's expense, by a City-designated physician. In the event of a dispute between the member's and the city's designated physicians regarding the member's occupational injury or illness, the member will be examined by a third **(NEUTRAL)** physician at the city's expense. This neutral physician shall specialize in the particular area of said member's injury or illness. This neutral physician shall be selected by the member's primary care physician and the city's

physician. In the event the member's physician and the city's physician are unable to agree on a neutral physician, an application shall be made to the Executive Director of the RI Medical Association who shall then select a physician in the specialized area of the said member's injury or illness. The decision of the neutral third party physician shall be final and binding.

- C. A member who is absent from duty for an incapacity resulting from an injury or illness sustained in the line of duty shall be prohibited from engaging in any outside employment during the period in which such incapacity exists which is incompatible with the illness or injury or will impede the member's recovery.

**Section 18 - Rules And Regulations**

Local 1363 shall be permitted to make suggestions regarding departmental rules and regulations and health and safety. Said suggestions shall be submitted in writing to the Chief of the Department and a copy thereof transmitted to the Mayor. Such suggestions for rules and regulations and health and safety will be given due consideration and adopted if deemed advisable by the Chief of the Department and the Mayor.

**Section 19 - Salaries And Longevity**

- A. Salaries for all members of the Fire Department covered by this Agreement shall be as set forth in Appendix A hereto, which is incorporated herein by reference, which shall include the following increases:

<del>June 30, 2012</del>	<del>3%</del>	<del>January 1, 2013</del>	<del>2%</del>	<del>June 30, 2013</del>	<del>1%</del>
	<u>January 1, 2014</u>		<u>Two (2%) percent (civilian bargaining unit members only)</u>		
	<u>January 1, 2015</u>		<u>One and one-half (1.5%) percent</u>		
	<u>June 30, 2015</u>		<u>One and one-half (1.5%) percent</u>		
	<u>January 1, 2016</u>		<u>Two (2%) percent</u>		
	<u>June 30, 2016</u>		<u>One (1%) percent</u>		

### B. Longevity Supplement

In addition to the above salaries, there shall be paid a longevity supplement which shall be considered part of the employee's salary for holiday purposes of this Agreement. This supplement shall be computed on the basis of the employee's salary and holiday pay for the each contract year and shall be paid as soon after July 1 as is practicable. This payment shall be:

EFFECTIVE June 30, 2007

Service as of June 30 Percentage Annual Salary	of each year
9.25%	4 to less than 7 years
10.25%	7 to less than 12 years
11.25%	12 to less than 17 years
12.25%	17 years or over

EFFECTIVE June 30, 2009

Service as of June 30 Percentage Annual Salary	of each year
10%	4 to less than 7 years
11%	7 to less than 12 years
12%	12 to less than 17 years
13%	17 years or over

Commencing July 1, 1978 payment of longevity will be in accordance with the above schedule and will be added to the employee's annual salary and holiday pay so as to be included in his annual salary for retirement pension purposes only. The foregoing shall apply to those employees retiring on and after July 1, 1978.

An employee who receives a longevity supplement who retires or dies prior to the end of a contract year, June 30, shall receive a longevity supplement based on the salary and holiday pay earned prior to the employee's retirement or death for that

contract year computed on the employee's rank, length of service in the Department, and date of retirement or death.

**Section 19.5 - Salaries And Longevity Civilian Employees**

- A. Salaries for all civilian employees of the Fire Department covered by this Agreement shall be as set forth in Appendix A hereto, which is incorporated herein by reference.
- B. In addition to the above salaries, there shall be paid a longevity supplement based on each employee's annual salary exclusive of overtime.

This supplement shall be paid as soon after each July 1 as is practicable. This payment shall be:

EFFECTIVE JUNE 30, 2007

Service as of June 30 Percentage Annual Salary	of each year
7.25%	4 to less than 7 years
8.25%	7 to less than 12 years
9.25%	12 to less than 17 years
10.25%	17 years or over

EFFECTIVE June 30, 2009

Service as of June 30 Percentage Annual Salary	of each year
8%	4 to less than 7 years
9%	7 to less than 12 years
10%	12 to less than 17 years
11%	17 years or over

An employee who receives a Longevity supplement who retires or dies prior to the end of the contract year, June 30, shall receive a longevity supplement (Bonus) based on the salary earned prior to the employee's retirement or death prorated for that contract year computed on the employee's position, length of service in the Department and date of retirement or death.

**Section 20 - Time Off While Performing Union Duties**

The City will pay properly designated Union representative(s) at the straight-time rate of pay for scheduled work hours lost in attendance at meetings with the City pertinent to collective bargaining, grievance adjustment, or representing an employee at any step of the grievance procedure and arbitration, however no more than three (3) officers or executive board members shall be permitted time off to attend the same meeting. In no event will the City compensate a Union representative for work hours lost in preparation for collective bargaining agreement negotiations, grievance arbitration, unfair labor practice hearings or any contested adversary proceeding between the City and Union. The union will inform the City, in writing, of the names of its representatives.

All officers, executive board members and members of the health and safety committee of Local 1363 shall be eligible for time off with pay for attending any educational seminars of the International Association of Fire Fighters; the following conferences and seminars of the International Association of Firefighters; the Redmond Health & Safety Symposium, the Emergency Medical Services Conference, the RI State Association of Firefighters Health and Safety Seminar. However, that no more than three (3) of said Officers and Executive Board Members shall be permitted time off with pay for attending the same seminars mentioned above. All members of Local 1363 IAFF will be allowed to substitute without making up time while attending other Local 1363 business or if the maximum of three (3) Officers or Executive Board Members are already on Union business in accordance with this section.

**Section 21 - Medical Insurance, Dental Insurance, Life Insurance and Burial Expenses**

- A. Blue Cross/Blue Shield
  - 1. Effective July 1, 2001:

The City shall pay the full cost of the following medical health insurance benefits, family or individual coverage as the case may be for all employees: Blue Cross/Blue Shield Healthmate Coast to Coast Plan that includes Blue Cross PPO Network and contains riders for student coverage to age 25, vision care, outpatient services, inpatient services, emergency services, and mental health and substance abuse care services.

2. Effective July 1, 2001:

The City shall pay the full cost of the following medical insurance benefits, family or individual coverage as the case may be for all employees for the Chiropractic Care Rider at the rate of twelve (12) visits per year.

3. Effective July 1, 2001:

The City shall pay the full cost of the following medical insurance benefits or individual coverage as the case may be for all employees for the prescription drug program with an employee co-payment for this rider of five (\$5.00) dollars for generic drugs and ten (\$10.00) dollars for brand name drugs.

4. Effective July 1, 2001:

Members who choose to be enrolled in the blue Cross/Blue Shield Classic Plan 696 either family or individual coverage shall pay one hundred (100%) percent of the total cost differential between the Classic Plan 696 and the Healthmate Coast to Coast Plan.

5. Effective July 1, 2001:

All employees hired after the above date shall only have the option to select under the Blue Cross/Blue Shield Program, the Healthmate Coast to Coast Plan that includes Blue Cross PPO riders for student coverage to age 25, vision care,

out-patient services, inpatient services, emergency services, and mental health and substance abuse care services.

6. Coverage will commence on the 1<sup>st</sup> day of the training academy.
7. Health Care Co-Share – Each member shall pay, by payroll deduction, a pretax amount of twenty-three dollars and fifteen cents (\$23.07) per week for a total amount of twelve hundred dollars (\$1200.00) per year for an individual plan and forty-six dollars and seven cents (\$46.15) per week for a total amount of twenty-four hundred (2400.00) per year for a family plan.
8. Effective ~~July 1, 2013~~ ~~July 1, 2010~~, the following on-site co-pays shall apply:
  - a) Office visits and Urgent care or “Urgi-care” facilities - ~~Ten (\$10.00) dollars~~  
\$5.00
  - b) Emergency Room visits - \$50.00

In the event that an Urgicenter or Urgent care facility is not open and a member seeks treatment at an Emergency Room, those covered under the member’s health care plan will be reimbursed the Emergency Room Co-payment of fifty (\$50.00) dollars less the Urgent Care co-pay amount. In the event a member is hospitalized after being evaluated in the Emergency Room, those covered under the member’s Health care plan will be reimbursed the Emergency Room Co-payment of fifty (\$50.00) dollars.

B. United Health

1. Effective July 1, 2001:  
The City shall pay the full cost of the following medical health insurance benefits family or individual coverage as the case may be for all employees. United Health Plan 28081 with all riders.
2. Coverage will commence on the 1<sup>st</sup> day of the training academy.

3. Health Care Co-Share – Each member shall pay, by payroll deduction, a pretax amount of twenty-three dollars and fifteen cents (\$23.07) per week for a total amount of twelve hundred dollars (\$1200.00) per year for an individual plan and the amount of forty-six dollars and seven cents (\$46.15) per week for a total amount of twenty-four hundred dollars (\$2400.00) per year for a family plan.

4. Effective ~~July 1, 2013~~ ~~July 1, 2010~~, the following on-site co-pays shall apply:

a) Office visits and Urgent care or “Urgi-care” facilities - ~~Ten (\$10.00) dollars~~  
\$5.00

b) Emergency Room visits - \$50.00

In the event that an Urgicenter or Urgent care facility is not open and a member seeks treatment at an Emergency Room, those covered under the member’s health care plan will be reimbursed the Emergency Room Co-payment of fifty (\$50.00) dollars less the Urgent Care co-pay amount. In the event a member is hospitalized after being evaluated in the Emergency Room, those covered under the member’s Health care plan will be reimbursed the Emergency Room Co-payment of fifty (\$50.00) dollars.

C. Line of Duty Death:

The City agrees to assume and pay the full cost to the family of any employee killed in the line of duty the medical health insurance in effect at the time of the employee’s death. Benefits will remain in effect until the widow remarries or dies and until the dependent child or children reach the age of twenty-one (21). The student coverage rider shall also remain in effect.

D. Non-Line of Duty Death:

Any employee who dies for any reason and had over ten (10) years of service, including their year of probation on the Department, the City agrees to assume and

pay the full cost to the family the medical insurance in effect at the time of the employee's death until the employee's normal retirement date.

- E. An employee who elects not to take the City's health or dental coverage who has a change in circumstances (loss of spouse's job, etc.) shall be reinstated into the City's medical health and dental insurance plans upon formal written request to the Personnel Department without incurring a break in coverage.
- F. Retired Benefits:
1. All firefighters who retire after November 1, 1980, after twenty (20) years or more of service with the Fire Department will receive at no cost medical health insurance. The medical health insurance provided for will be the same Blue Cross/Blue Shield Classic Plan provided for in the 1978-1979 Agreement between the Union and the City but shall not include the prescription drug rider or the United Health Plan with riders. This medical health insurance will remain in effect until such time as the retired firefighter secures employment elsewhere with equivalent medical health insurance or until he/she is eligible for Medicare or other federally subsidized programs. Additionally if a retired firefighter receives such equivalent medical health insurance held by a spouse, the City of Cranston shall not be required to provide said medical health insurance for the retired firefighter.
  2. Effective July 1, 2001:  
All firefighters who have retired after twenty (20) years or more of service with the Fire Department shall have the option to switch their fully-paid medical health insurance from the Blue Cross/Blue Shield Classic Plan 696 as provided for in the 1978-1979 Agreement between the Union and the City or the United Health Plan with riders to the Blue Cross/Blue Shield Healthmate

Coast to Coast Plan that includes Blue Cross PPO Network and contains riders for student coverage to age 25, vision care, outpatient services, inpatient services, emergency services and mental health and substance abuse care services.

3. Effective July 1, 2001:

All firefighters who shall retire after the above-cited date with twenty (20) years or more of service with the Fire Department will receive, at no cost, medical health insurance for individual and family coverage. This medical health insurance provided for will be the Blue Cross/Blue Shield Healthmate Coast to Coast Plan that includes Blue Cross PPO Network and contains riders for student coverage to age 25, vision care, outpatient services, inpatient services, emergency services, and mental health and substance abuse care services or United Health Plan.

4. Effective July 1, 2001:

All firefighters who shall retire after the above-cited date with (20) years or more of service with the Fire Department shall have the option to retain the Blue Cross/Blue Shield Classic Plan 696 (as shown in Appendix) either family or individual coverage as the case may be. The retired firefighter selecting this option shall pay one hundred (100%) percent of the total cost differential between Classic Plan 696 and the Healthmate Coast to Coast Plan.

5. Effective July 1, 2001:

All firefighters hired after the above date shall only have the option to retire with either family or individual coverage, as the case may be, at no cost to the retired firefighter, the Blue Cross/Blue Shield Healthmate Coast to Coast Plan that includes Blue Cross PPO Network and contains riders for student

coverage to age 25, vision care, outpatient services, inpatient services, emergency services, and mental health and substance abuse care services or United Health Plan.

6. All firefighters who are retired because of a job-connected incapacity and who have served less than twenty (20) years of service, but more than five (5) years of service including their year of probation on the Fire Department shall be entitled to receive, at no cost, the Blue Cross/Blue Shield Classic Plan 696 with individual coverage as provided for in the 1978-1979 Agreement between the Union and the City, but shall not include the prescription drug rider or the United Health Plan with riders.
7. Effective July 1, 2001:  

All firefighters who are presently retired because of a job-connected incapacity and who have served less than twenty (20) years but more than five (5) years of service including their year of probation on the Fire Department shall receive individual coverage at no cost and have the option to switch from the Blue Cross/Blue Shield Classic Plan and United Health Plan with riders to the Blue Cross/Blue Shield Healthmate Coast to Coast Plan that includes Blue Cross PPO Network and contains riders for student coverage to age 25, vision care, outpatient services, inpatient services, emergency services, and mental health and substance abuse care services.
8. Effective July 1, 2001:  

All firefighters who will retire because of a job-connected incapacity and who have served less than twenty (20) years but more than five (5) years of service including their year of probation on the Fire Department shall receive individual coverage at no cost the Blue Cross/Blue Shield Healthmate Coast

to Coast Plan that includes Blue Cross PPO Network and contains riders for student coverage to age 25, vision care, outpatient services, inpatient services, emergency services, and mental health and substance abuse care services or United Health Plan with rider.

9. Effective July 1, 2001:

All firefighters who will retire because of a job-connected incapacity and who served less than twenty (20) years but more than five (5) years service on the Fire Department including their year of probation on the Fire Department shall receive individual coverage and shall have the option to remain in the Blue Cross/Blue Shield Classic Plan with the then-retired firefighter paying the one hundred (100%) percent of the total cost differential between the Classic Plan and the Healthmate Coast to Coast Plan.

10. Effective July 1, 2001:

All firefighters hired after the above date who will retire because of a job-connected incapacity and who will serve less than twenty (20) years but more than five (5) years of service on the Fire Department shall only have the option to receive individual coverage at no cost for the Blue Cross/Blue Shield Healthmate Coast to Coast that includes Blue Cross PPO Network and contains riders for student coverage to age 25, vision care, outpatient services, inpatient services and mental health and substance abuse care services and the United Health Plan with riders.

11. All firefighters who are retired because of a job-connected incapacity and have served less than twenty (20) years but more than ten (10) years including their year of probation shall receive individual coverage at no cost for the Blue Cross/Blue Shield Classic Plan or United Health Plan. These

retired fire fighters shall be allowed at their discretion to purchase family coverage for the Blue Cross/Blue Shield Classic Plan or United Health Plan with riders provided for by the City. When those firefighters reach their twenty years that they would have been eligible to retire from the Fire Department, the City shall be obligated to provide the full medical health insurance programs of Blue Cross/Blue Shield Classic Plan and United Health Plan with riders.

12. All firefighters who are retired because of a job-connected incapacity and have served less than twenty (20) years but more than ten (10) years including their year of probation shall receive individual coverage at no cost and shall have the option to switch from Blue Cross/Blue Shield Classic Plan or United Health Plan with riders to Blue Cross/Blue Shield Healthmate Coast to Coast Plan that includes Blue Cross PPO Network and contains riders for student coverage to age 25, vision care, outpatient services, inpatient services and mental health and substance abuse care services. These retired firefighters shall be allowed at their discretion to purchase family coverage for Blue Cross/Blue Shield Healthmate Coast to Coast Plan that includes Blue Cross PPO Network and contains riders for student coverage to age 25, vision care, outpatient services, inpatient services and mental health and substance abuse care services. When these retirees reach their twenty (20) years that they would have been eligible to retire from the Fire Department, the City shall be obligated to provide family coverage for the full medical health insurance programs of Blue Cross/Blue Shield Healthmate Coast to Coast Plan.

13. Effective January 1, 2000, but with benefits to begin July 1, 2001, all firefighters who will retire because of a job-connected incapacity and have served less than twenty (20) years but more than ten (10) years of service on the Fire Department including their year of probation shall receive individual or family coverage, as the case may be, and shall have the option to remain in the Blue Cross/Blue Shield Classic Plan with the retired firefighter paying one hundred (100%) percent of the total cost differential between the Classic Plan and the Healthmate Coast to Coast Plan and United Health Care Plan. These retired firefighters shall also be allowed at their discretion to purchase family coverage for the Blue Cross/Blue Shield Classic Plan with the retired firefighter paying one hundred (100%) percent of the total cost differential between the Classic Plan and the Healthmate Coast to Coast Plan and the United Health Care Plan. When these retirees reach twenty (20) years that they would have been eligible to retire from the Fire Department, the City shall be obligated to provide full medical health insurance programs of the Blue Cross/Blue Shield Healthmate Coast to Coast Plan that includes Blue Cross PPO Network and contains riders for student coverage to age 25, vision care, outpatient services, inpatient services and mental health and substance abuse care services. Retirees who meet the twenty (20) year eligibility requirement and select the Blue Cross/Blue Shield Plan for family medical coverage shall pay one hundred (100%) percent of the total cost differential between the Classic Plan and the Blue Cross/Blue Shield Healthmate Coast to Coast Plan or the United Health Care Plan.
14. All firefighters hired after the above date who will retire because of a job-connected incapacity and who will serve less than twenty (20) years but more

than ten (10) years of service including their year of probation on the Fire Department shall only have the option to receive individual or family coverage as the case may be under the Blue Cross/Blue Shield Healthmate Coast to Coast Plan that includes Blue Cross PPO Network and contains riders for student coverage to age 25, vision care, outpatient services, inpatient services, emergency services and mental health and substance abuse care services or United Health Care Plan with riders. When these retirees reach their twenty years that they would have been eligible to retire from the Fire Department, the City shall be obligated to provide individual or family coverage for the full medical health insurance programs of the Blue Cross/Blue Shield Healthmate Coast to Coast Plan or the United Health Care Plan.

15. Effective July 1, 2001:

All retirees shall at their option receive Blue Cross/Blue Shield Chiropractic and the five (\$5.00) dollars generic and the ten (\$10.00) dollars brand name prescription drug riders for individual or family coverage with the City assuming the cost based on the July 1, 2001, rate charged by Blue Cross/Blue Shield. Any rate increase of these riders in subsequent years shall be borne solely by the retirees with no additional cost to the City.

16. Effective July 1, 2001:

All retirees at their option shall be able to purchase through the city at no cost to the City, Blue Cross/Blue Shield Plan 65 with Regulation 46 with major medical along with Medicare Part B for individual or family coverage.

17. If a Fire Fighter receives such insurance under a policy held by a spouse, the City of Cranston shall not be required to purchase said insurance for the retired Fire Fighter.

18. Any member who retires with an occupational injury or illness that dies from said injury or illness 3 years from his/her retirement date shall be afforded the benefits under Sections 21 (C) and 21.2(3) and a payment of (\$50,000) fifty thousand dollars shall be paid by the city to the designated beneficiary.
19. Other Post Employment Benefits  
Effective July 1, 2013 all members shall pay a sum of eleven dollars and fifty-three (\$11.53) cents bi-weekly for a total of three hundred (\$300.00) dollars per year toward their OPEB (Other Post Employment Benefits). The City agrees that they will place these monies in a restricted account toward post retirement benefits.
20. Health Care Co-pay in retirement  
Any member retiring after July 1, 2013 shall pay the sum of twenty-five (\$25.00) dollars per month for a total of three hundred (\$300.00) dollars per year toward their healthcare benefit. The co-pay in retirement shall cease if the City discontinues the retirees healthcare for any reason.

**Section 21.1- Health Savings Account (HSA)**

**A. Family HSA**

1. Effective January 1, 2014, the City shall contribute 55.8% of the deductible (\$2232) on behalf of member's private HSA. The employee may elect to contribute, by payroll deduction on a pre-tax basis, up to \$1768 per year for the family medical coverage. The employee may elect not to pay his share of the contribution toward the deductible. Once the City's contribution is exhausted, the employee shall be responsible for the remainder of the deductible before the City assumes any and all additional healthcare costs incurred consistent with the health plan offered in

Section 21 above. This includes but is not limited to office visits, emergency room fees, prescription deductibles, etc. Once the deductible is met, the City offers 100% co-insurance.

**B. Individual HSA**

1. Effective January 1, 2014, the City shall contribute 55.8% of the deductible (\$1116) on behalf of the member to member's private HSA. The employee may elect to contribute, by payroll deduction on a pre-tax basis, up to \$884 per year for the individual medical coverage. The employee may elect not to pay his share of the contribution toward the deductible. Once the City's contribution is exhausted, the employee shall be responsible for the remainder of the deductible before the City assumes any and all additional healthcare costs incurred consistent with the health plan offered in Section 21. This includes but is not limited to office visits, emergency room fees, prescription deductibles, etc. Once the deductible is met, the City offers 100% co-insurance.

**Section 21.4.2—Dental Insurance**

1. The City shall provide at no cost to the employee individual and family coverage for Delta Dental Level I, Level II—Major Restorative, Level III—Periodontics, and Level IV—Prosthodontics.

This coverage will begin on the first day of the members training academy.

2. The maximum dollar (\$) amount on Levels I, II, III, and IV shall be ~~increased from one thousand two hundred (\$1,200.00) dollars to one thousand five~~

~~hundred (\$1,500.00) dollars effective July 1, 2001, and two thousand (\$2,000.00) dollars effective June 30, 2004.~~

Effective January 1, 2015 the dollar amount shall increase to two thousand and five hundred (\$2500.00) dollars per level.

3. The City shall provide and pay at no cost to the family of any employee killed in the line of duty the dental insurance in effect at the time of the employee's death.

Benefits will remain in effect until the widow remarries or dies and also until the dependent child or children reach the age of twenty-one (21). The student coverage rider shall also remain in effect.

4. The City shall provide and pay at no cost to the family of any employee killed for any reason with over ten (10) years or more of service on the Fire Department the dental insurance in effect at the time of the employee's death until the employee's normal retirement date.

5. Effective July 1, 2001:

All retired employees shall be allowed to purchase at the retired employee's expense the active members' dental plan at the rate paid for by the City for said plan for any and all Levels I through IV of Delta Dental for both individual and family coverage.

### **Section 21.2 3- Life Insurance**

- (a) All employees covered by this Agreement shall be entitled to receive fully-paid life insurance in the amount of one hundred twenty five thousand (\$125,000) dollars with a beneficiary or beneficiaries to be designated by the employee. Up on retirement, the City will continue to pay for the full cost of life insurance in the amount of (\$25,000.00 ) twenty five thousand dollars.

- (b) All civilian employees covered by this agreement shall be entitled to receive fully paid life insurance in the amount of ~~seventy-five thousand (\$75,000.00)~~ ~~fifty thousand (\$50,000.00)~~ dollars with a beneficiary or beneficiaries to be designated by the civilian employee.
- (c) Effective July 1, 2002, All retired members (fire fighters and civilians) shall be allowed to increase their life insurance at the time of their retirement and at the member's expense, the dollar amount of life insurance provided to active members (fire fighters and civilians) at the same cost as paid for by the City: an additional \$25,000.00 to \$125,000.00 in life insurance at the following rates:

Age	Lives	Volume	Rate per 1,000	Monthly Premium	Annual Premium
<25	TBD	TBD	0.084	TBD	TBD
25-29	TBD	TBD	0.077	TBD	TBD
30-34	TBD	TBD	0.083	TBD	TBD
35-39	TBD	TBD	0.117	TBD	TBD
40-44	TBD	TBD	0.173	TBD	TBD
45-49	TBD	TBD	0.280	TBD	TBD
50-54	TBD	TBD	0.478	TBD	TBD
55-59	TBD	TBD	0.793	TBD	TBD
60-64	TBD	TBD	1.263	TBD	TBD
65-69	TBD	TBD	1.933	TBD	TBD
70-74	TBD	TBD	3.193	TBD	TBD
75+	TBD	TBD	5.323	TBD	TBD
Total	TBD	TBD		TBD	TBD

- (d) Any member who dies in the line of duty shall receive twice (2x) the amount of life insurance in effect at the time of the member's death.

**Section 21.3 4- Burial Insurance**

The City agrees to assume and pay for the funeral expenses for any employee killed in the line of duty; such payment, however, shall not exceed ten thousand (\$10,000.00) dollars.

**Section 22 - Grievance Procedure**

A. Definition; Exemption; Exclusivity. A grievance is a dispute between the employee or the Union and the Employer which involves the application, meaning or interpretation of the provisions of this Agreement, provided however, that an employee shall not have the right to grieve or arbitrate the imposition of discipline or his dismissal from employment during his probationary period. Any disciplinary action taken against any employee covered by this Agreement, including but not limited to removal, demotion, reduction in rank or suspension (with or without pay) or discharge may be subject to the grievance procedure herein set forth. In addition, Local 1363 shall have the right to bring a grievance on behalf of any employee or on its own behalf.

In any disciplinary case, the employee shall make a written election to invoke the procedures of the Department's Rules and Regulations or the grievance and arbitration provisions of this Agreement. This election shall expressly waive any right to proceed other than in the manner the employee has elected. The procedures set forth in this section shall comprise the sole and exclusive dispute resolution process for a grievance.

B. Procedural Steps

**Step1.** Not later than thirty (30) days, excluding weekends and holidays, after the eventgiving rise to the grievance, the employee or the Union must submit a grievance in writing to the Chief of the Department. The Chief of the Department or

his designee shall respond in writing within five (5) days, excluding weekends and holidays, of the receipt of the grievance. Should the Chief of the Department or his designee not respond within the time period set forth herein, it shall be presumed that the grievance has been denied.

**Step 2.** If the grievance is not settled at Step 1, it shall be presented in writing by the employee or the Union to the City's Personnel Director, within five (5) days thereafter excluding weekends and holidays. The Personnel Director shall give his written answer to the grievance within ten (10) days, excluding weekends and holidays, after the receipt of the grievance. Should the personnel Director fail to respond within the time period set forth herein, it shall be presumed that the grievance has been denied.

**Step 3.** If the grievance is not settled at Step 2, it shall be represented in writing by the employee or the Union to the Mayor within five (5) days thereafter, excluding weekends and holidays. The Mayor shall give his written answer to the grievance within ten (10) days, excluding weekends and holidays, after receipt of the grievance. Should the Mayor fail to respond within the time period set forth herein, it shall be presumed that the grievance has been denied and it may be processed to arbitration in accordance with Section 23.

All time limits may be extended by mutual agreement in writing.

### **Section 23 – Arbitration**

If agreement cannot be reached via the method set forth in Section 22, Local 1363 shall request arbitration of the grievance in writing to the Chief of the Department not later than ten (10) days from and after the last decision under Section 22 above.

Local 1363 and the City shall attempt to select an arbitrator within ten (10) days of the request for arbitration and if unsuccessful Local 1363 shall file a demand for arbitration with the

American Arbitration Association. The selection of the arbitrator and the conduct of the proceedings shall be governed by the Voluntary Labor Arbitration Rules of the American Arbitration Association. If both parties agree, a panel of three arbitrators shall hear a grievance, one arbitrator being decided upon by each of the parties, and the third, and chairperson, either being elected by the parties or assigned administratively by the American Arbitration Association.

The decision of the arbitrator shall be final and binding upon the parties hereto except that the arbitrator shall not have the power to add to or subtract from the terms and conditions of this Agreement.

The arbitrator shall have no authority or power to add to or detract from, alter, amend or modify any provision of this Agreement.

Costs and expenses of the arbitrator shall be shared equally by the parties. Nothing contained herein shall prohibit or prevent the arbitrator from fashioning any remedy which he deems appropriate.

#### **Section 24 - Pensions**

- A. City of Cranston Fire Fighter's Pension (Effective June 20, 1997)
  - 1. The pension contributed to and received for all employees hired prior to July 1, 1995, shall be paid from the City of Cranston Fire Fighter's pension. All employees will accrue two and one-half (2½%) percent per credited year of service. A credited year of service in this plan will be in any year of service with over six (6) months completed. Upon the completion of twenty (20) credited years of service an employee may retire with a pension payment of fifty (50%) percent of the employee's weekly salary, longevity pay, and holiday pay with the inclusion of longevity at the time of the employee's retirement. Upon reaching the age of fifty five (55) years, this pension payment will automatically increase by five (5%) percent to a fifty-five (55%) percent pension payment. This increase would apply both to active duty employees when

they retire and employees who are retired. This increased pension payment for active employees when they retired would also be based on the employee's weekly salary, longevity payment, and holiday pay with the inclusion of longevity at the time of the employee's retirement. This increased pension payment for retired employees would be based on an active employee's salary, longevity pay, holidays with the inclusion of longevity and additional escalation of the pension payment.

2. All employees will be able to accrue an additional two (2%) percent per year in pension payments to a maximum of twenty (20%) percent for a maximum of thirty (30) credited years of service. These additional pension payments will be added to the fifty (50%) percent pension payment after the completion of twenty (20) credited years of service to a maximum of seventy (70%) percent pension payment. These additional accrued increases in pension payments will be based on an employee's weekly salary longevity pay, and holidays with the inclusion of longevity. Upon reaching the age of fifty-five (55) years, this pension payment will automatically increase by five (5%) percent to a pension payment based on between twenty-one (21) and thirty (30) credited years of service for a pension payment between fifty-seven (57%) percent and seventy-five (75%) percent.
3. All retired employees' pension payments will automatically escalate based on any and all contractual increases received by active duty employees of similar rank or position and similar credited years of service with regard to weekly salary, longevity pay, and holiday pay. In any contractual year in which the active employee's over three (3) years of service weekly salary does not increase by a gross of three (3%) percent, the retired employee's escalation of pension payments will automatically increase by three (3%) percent compounded on July 1 of that year. All active duty employees when retired shall have their pension payments adjusted, if necessary, to pension payments

received by retired employees of similar rank or position and similar credited years of service at the time of their retirement.

4. In any contractual year in which the active employees with over three (3) years of service weekly salary increases by a gross amount of three (3%) percent or greater, the retired pension payments will automatically escalate on the date of the active employee's weekly salary increases take effect (i.e. September 1—3.5% weekly salary increase—adjusted pension payments (3.5% increase) for retirees for that fiscal year occur on September 1). Effective July 1, 1998. In any contractual year in which the active employees over three (3) years of service weekly salary increases by a gross amount three (3%) percent or greater and the weekly salary increases are split on different dates in that contractual year, the retired pension payments will automatically escalate on the dates of these multiple weekly salary increases received by active employees take effect (i.e. July 1, 1%--weekly salary increases—October 15, 2.5%--weekly salary increase, March 15, .75% adjusted pension payments for retirees for that fiscal year occur on July 1, October 15, and March 15). Effective July 1, 1998.
5. Employees who become disabled because of an on-the-job-related injury or illness and are unable to perform all the duties a Fire Fighter shall be placed on disability pension. There shall be no age or years of service requirement. Their pension payment shall be sixty-six and two-thirds (66-2/3%) percent of weekly salary, longevity pay, and holiday pay with the inclusion of longevity at the time of the employee's retirement. Their employee's pension payment will be escalated by the same method as found in the above-listed Subsection 3 (Escalation) of this section. Cancer as listed in R.I.G.L. Chapter 19.1, "Cancer Benefits for Fire Fighters," shall be an occupational disability and the disability pension payment shall apply to all active employees, retired employees and widows of deceased employees.

6. Employees who are disabled because of a non-job related injury or illness and are unable to perform all the duties of a fire fighter before the completion of twenty (20) credited years of service shall receive a pension payment of fifty (50%) percent of their weekly salary, longevity pay, and holiday pay with the inclusion of longevity. These employees' pension payments will be escalated by the same method as found in the above-listed Subsection 2 (Reaching Age 55) and Subsection 3 (Escalation) of this section.

Employees who are disabled because of a non-job related injury or illness after the completion of twenty (20) credit years of service shall receive a pension payment based upon the number of credited years of service and not to exceed seventy (70%) percent of their weekly salary, longevity pay, and holiday pay with the inclusion of longevity. These employees pension payment will be escalated by the same methods as found in the above-listed Subsection 2 (Reaching Age 55) and Subsection 3 (Escalation) of this section.

7. All employees who have completed over twenty (20) credited years of service as of July 1, 1995, can buy back the number of credited years of service over twenty (20) years credited to these employees on the above date up to a maximum of ten (10) years. For these employees, their credited number of years will be determined on the above-mentioned date. A credited year of service for these employees will be any year of service with over six (6) months completed. The buy back rate for all credited years will be five (5%) percent of their prior year or years contractual weekly salary rates in effect for that prior time and will also reflect the rank or position the employees held during those prior year or years. Each prior credited year of service bought back will increase the pension payment received at retirement by two (2%) percent up to a maximum of twenty (20%) percent for ten (10) years. These additional bought-back

years will be totaled with the fifty (50%) percent completion of twenty (20) credit years of service to determine the employee's pension payment at retirement not to exceed a maximum of seventy (70%) percent pension payment. These employees' pension payments will be escalated by the same methods as found in the above-listed Subsection 2 (Reaching Age 55) and Subsection 3 (Escalation) of this section.

8. All employees who have completed over twenty (20) credited years of service as of July 1, 1995, after the above-mentioned date can be paid for all credited years of service at the rate of one-thousand and two-hundred (\$1,200.00) dollars per year at retirement not to exceed twelve-thousand (\$12,000.00) dollars for all credited years of service over twenty (20) years to a maximum of thirty (30) credited years. A credited year of service will be any year over six (6) months completed. All employees who have completed over twenty (20) credit years of service as of July 1, 1995, shall have the option to either buy back their credited years of service or be paid for their credited years of service. These employees shall have the option to buy back all or a portion of their credited years of service or be paid for all or a portion of their credited years of service or receive a combination of both of the above methods for credited years of service.

Under no circumstances shall the number of credited years bought back by the member, or paid to the member on retirement, exceed the total number of credited years of service a member has served over twenty (20) years as determined on July 1, 1995.

9. Employees who have or will have attained twenty (20) credited years of service between July 1, 1995, through June 30, 1996, who retire shall have the option to receive at the rate of Five Hundred (\$500.00) dollars for each year of credited service up to a maximum of thirty (30) credited years of service. These employees will retire

under the present pension plan with no additional accrual of pension payments or benefits. This severance payment shall be paid at the time of the member's retirement. For these members, their credited years of service will be determined on the above-mentioned date. A credit year of service for these members will be any year of service with over six (6) months completed.

10. Employees who have completed over five (5) years of credited service as of July 1, 1995, shall receive at their completion of service retirement (at least twenty (20) credited years of service), placement on occupational disability retirement, placement on non-occupational retirement, or in case of death, their widow or children (up to age twenty-one (21) years) a payment of five hundred (\$500.00) dollars per year for each credited year of service up to a maximum of twenty (20) years effective as of June 30, 1997, upon their retirement.

For these members, their credited service will be determined on the above-mentioned date. A credited year of service for these members will be any year of service with over six (6) months completed.

11. Effective July 1, 1995, All employees who have served in the Armed Forces of the United States in an active duty capacity for a period of six months will be eligible to buy back up to four (4) years of military service at the rate of five (5%) percent of the weekly salary of six hundred and fifty-four dollars and forty cents (\$654.40) ~~Effective July 1, 1995~~ for a purchase price per year of one thousand seven hundred and one dollars and forty-four cents (\$1701.44) per year for prior active duty service. Any year served in the Armed Forces of the United States over six (6) months in length shall equal one (1) credited year. These purchased active duty service years can be applied to an employee's credited years of service for pension purposes but will not exceed a

pension payment based upon a maximum of thirty (30) credited years of service. Purchased active military service years shall be used for pension purposes only.

Effective July 1, 1995, All employees who have or will serve in the Armed Forces Reserves of the United States will be eligible to buy back up to four (4) years of military reserve service at the rate of five (5%) percent of the weekly salary of six hundred and fifty-four dollars and forty cents (\$654.40) ~~Effective July 1,~~ for a purchase price per year of one thousand seven hundred and one dollars and forty-four cents (\$1,701.44) for reserve service. Four (4) years of service as a reservist in the Armed Forces of the United States will equal one (1) year of active military service. This purchased reserve duty service shall only be applied for pension purposes after the employee is eligible for the completion of service twenty (20) year pension. This restriction will not apply to any employee who retires because of a non-job related injury or illness. This purchased reserve duty service will not exceed a pension payment based upon a maximum of thirty (30) credited years of service. Purchased reserve military service shall be used for pension purposes only.

12. All other pension retirement benefits listed in the Collective Bargaining Agreement such as, but not limited to, medical insurance, widow benefits, occupational death benefits, non-occupational death benefits, etc., shall remain in effect.
13. The pension plan in effect at the present time based on city ordinance, contract language, and agreed-upon past practices concerning all aspects of the pension plan shall remain in effect until June 30, 1997. Any additional new benefits such as, but not limited to, Subsections 2, 3, 4, 5, ~~6-8~~, Z etc., shall be earned from July 1, 1995, onward but shall not be received in the form of additional pension payments or pension benefits until July 1, 1997.

14. Any increase in additional percentage of longevity pay and paid holidays after July 1, 2007 shall only be received in pension payments by employees who retire after July 1, 2007.

B. City of Cranston Fire Fighter's Pension (Effective July 1, 2013)

All retired employees' pension payments will automatically escalate by three (3%) percent compounded on July 1 of each year.

All active duty employees when retired shall have their pension payments adjusted, if necessary, to pension payments received by retired employees participating in the 2013 Pension Adjustment Agreement of similar rank or position and similar credited years of service at the time of their retirement.

B. C. Optional State of Rhode Island Pension (Employees 5 or less years of service):

1. Employees with less than five (5) years of service effective July 1, 1995, will have the option of remaining in the City of Cranston Fire Fighters' Pension as listed in Subsection A of this section or transferring into the State of Rhode Island's "Optional Twenty (20) Year Retirement Service allowance," R.I.G.L. 4521.222 with the agreed-upon modifications and all other applicable statutes with agreed upon modifications that accompany this plan.
2. Any and all costs incurred with the transfer of these employees into the State of Rhode Island pension plan will be borne solely by the City of Cranston with no cost to the employees.
3. All years of service in the City of Cranston Fire Fighters' Pension Plan shall be transferred into the above-listed Subsection 1 State of Rhode Island pension plan R.I.G.L. 45-21.2-22 with modifications without any loss of credited years of service.
4. Employees enrolled in this pension plan will accrue two and one-half (2 1/2%) percent per credited year of service up to a maximum of seventy-five (75%) percent pension

payment for thirty (30) credited years of service. A credited year of service will be any year of service with over six (6) months completed. This pension payment will be based on the employee's weekly salary, longevity pay, and holiday pay with the inclusion of longevity, based on the employee's highest year of earnings with the above-mentioned payments.

5. All retired employees' pension payments will automatically escalate by three (3%) percent compounded each year on January 1 following the year of retirement continuing on an annual basis on that date.
6. Employees who become disabled because of an occupational injury or illness and are unable to perform all the duties of a fire fighter shall be placed on an occupational disability pension. There shall be no age or years of service requirement. The pension payment shall be made in accordance with R.I.G.L. 45-21-2, "Accidental Disability Allowance" of sixty-six and two-thirds (66 2/3%) percent of an employee's weekly salary, longevity pay, and holiday pay with the inclusion of longevity at the time of retirement and will be escalated in the same method as listed in Subsection 5 of this section
7. Cancer shall be an occupational disability as defined under R.I.G.L. Chapter 19.1, "Cancer Benefits for Fire Fighters."
8. A heart condition, respiratory ailment, hypertension, or any condition derived from hypertension as listed in Section 24-5, "Presumption of Disability," of the Collective Bargaining Agreement between the parties shall be an occupational disability.
9. Employees who become disabled because of a non-occupational injury or illness and are unable to perform all the duties of a fire fighter shall be placed on a non-occupational disability pension. There will be no age or years of service requirement. The pension payment for employees under twenty (20) credited years of service shall

be fifty (50%) percent payment provided between R.I.G.L. 4521.222, "Optional Twenty (20) Year Retirement Service Allowance" and the City of Cranston. The fifty (50%) percent pension payment shall be based on weekly salary, longevity pay, and holiday pay with the inclusion of longevity at the time of retirement and will be escalated in the same method as listed in Subsection 5 of this section.

10. Employees who become disabled because of a non-occupational injury or illness and are unable to perform all the duties of a fire fighter shall be placed on a non-occupational disability pension. The pension payment for employees with over twenty (20) years of credited service shall be based on the number of credited years of service as provided for in R.I.G.L. 4521.222, "Optional Twenty (20) Year Retirement Service Allowance," up to a maximum of thirty (30) credited years of service not to exceed a payment of seventy-five (75%) percent of weekly salary, longevity pay, and holiday pay with the inclusion of longevity at the time of retirement and will be escalated in the same method as listed in Subsection 5 of this section.
11. Employees who die in the line of duty from injury or illness, including cancer, heart condition, respiratory ailment, or hypertension, prior to retirement shall receive an accidental death benefit under R.I.G.L. 4521.211, "Accidental Death Benefits," with agreed upon modifications, including Subsections A and B with agreed upon modifications. There shall be no age or years of service requirement. The pension payment will be one-half (1/2) weekly salary, longevity pay, and holiday pay with the inclusion of longevity in effect at the time of death and will be escalated in the same method as listed in Subsection 5 of this section.
12. Employees who die outside of the line of duty with less than twenty (20) credited years of service shall receive a death benefit as provided for in R.I.G.L. 45-21.2-12, "Ordinary Death Benefits," Subsection (a). The pension payment will be thirty (30%) percent of

the employee's weekly salary, longevity pay, and holiday pay with the inclusion of longevity at the time of death and will be escalated in the same method as listed in Subsection 5 of this section. All other aspects affecting widows and children as listed in Subsection (6) of R.I.G.L. 45-21-12 will remain in effect unless the employee has elected to take the provisions of R.I.G.L. 45-21.2-21, "Optional Annuity Protection-Death While Employee on Inactive Status."

13. Employees who die outside of the line of duty with over twenty (20) credited years of service shall receive a death benefit as provided for in R.I.G.L. 45-21.2-12, "Ordinary Death Benefits," Subsection (a). The pension payment will be the same amount received for a deceased employee of same rank or position and same number of credited years of service in the City of Cranston Fire-Fighters' Pension. This pension payment will be provided for by the thirty (30%) percent as listed in Subsection (b) of R.I.G.L. 45-21.2-12, "Ordinary Death Benefit," and by the City of Cranston. This pension payment will be based on the employee's weekly salary, longevity pay, and holiday pay with the inclusion of longevity at the time of death and will be escalated in the same method as listed in Subsection 5 of this section. All other aspects affecting widows and children will remain in effect as listed in Subsection (b) of 45-21.2-12, "Ordinary Death Benefits," will remain in effect unless the employee has elected to take the provisions of R.I.G.L. 45-21.2-21, "Optional Annuity Protection-Death While Employee or Inactive Member Status."
14. Employees shall have the option to choose a death benefit to be received by their beneficiary as specifically listed in R.I.G.L. 45-21.2-6, "Service Retirement Allowance," Subsection C, "Option No. 1, Joint and Survivor Full," or Option No. 2, "Joint and Survivor Half."

Employees who do not choose any of the above-mentioned options under Subsection C shall receive "Service Retirement Allowance/Maximum Plan," as listed in R.I.G.L. 45-21.2-6, Subsection A, based on two and one-half (2-1/2%) percent, not two (2%) percent as listed in Subsection A. These employees' beneficiary shall also receive the death benefits as provided for in R.I.G.L. 4521.213, "Benefit " on Death of Retired Member."

Employees with over ten (10) years of credited service shall have the option while employed to take the pension benefit as provided for in R.I.G.L. 45-21.2-22, "Optional Annuity Protection-Death while Employee or Inactive Member Status."

15. Employees who choose the State of Rhode Island Optional Twenty (20) Year Pension, R.I.G.L. 4521.222, with agreed-upon modifications and all other applicable statutes with agreed-upon modifications that accompany this plan shall receive, commencing July 1, 1995, a City of Cranston individually-funded annuity at no cost to the employee based on three (3%) percent of a fire fighter contractual weekly salary with over three (3) years of service. The payments into the annuity will be adjusted based on the adjustments of the contractual salary of a fire fighter with over three (3) years of service. This annuity shall continue up to the completion of thirty (30) credited years of service. This annuity will be payable to the employee for whatever reasons (resignation, termination, retirement, etc.) when the employee leaves the Cranston Fire Department with no age or length of service requirement. This annuity will be payable upon the death of the member to the employee's widow, beneficiary, or estate with no age or length of service requirement.
16. Employees who select the State of Rhode Island Optional Twenty (20) Year Service Pension, R.I.G.L. 4521.222, with agreed-upon modifications shall be subject to all other applicable statutes with agreed-upon modifications under state law governing

this modified pension plan such as, but not limited to, vesting, prior service credit, armed service credit, etc.

17. All other pension benefits such as, but not limited to, medical insurance, life insurance, etc., listed in the Collective Bargaining Agreement between the parties shall remain in effect.
18. Any increase in additional percentage of longevity pay and paid holidays after July 1, 2007 shall only be received in pension payments by employees who retire after July 1, 2007.

G. D. Optional State of Rhode Island Pension (Employees 5 or less years of service):

1. Employees hired after July 1, 1995, will be enrolled in the "State of Rhode Island Optional Twenty (20) Year Retirement Service Allowance," R.I.G.L. 45-21.2-22, with the agreed-upon modifications and all applicable statutes with agreed upon modifications that accompany this plan.
2. Employees enrolled in this pension plan will accrue two and one-half (2-1/2%) percent per credited year of service up to a maximum of seventy-five (75%) percent pension payment for thirty (30) credited years of service. A credited year of service will be any year of service with over six (6) months completed. This pension payment will be based on the employees weekly salary, longevity pay, and holiday pay with the inclusion of longevity, based on the employee's highest year of earnings with the above-mentioned payments.
3. All retired employees' pension payments will automatically escalate by three (3%) percent compounded each year on January 1 following the year of retirement continuing on an annual basis on that date.
4. Employees who become disabled because of an occupational injury or illness and are unable to perform all the duties of a fire fighter shall be placed on an

occupational disability pension. There shall be no age or years of service requirement. The pension payment shall be made in accordance with R.I.G.L. 45-21-22, "Accidental Disability Allowance," of sixty-six and two-thirds (66-2/3%) percent of an employee's weekly salary, longevity pay, and holiday pay with the inclusion of longevity at the time of retirement and will be escalated in the same method as listed in Subsection 3 of this section. Cancer shall be an occupational disability as defined under R.I.G.L. Chapter 19.1, "Cancer Benefits for Fire Fighters." Heart condition, respiratory ailment, hypertension, or any condition derived from hypertension as listed in Section 24-5, "Presumption of Disability, of the Collective Bargaining Agreement shall be an occupational disability.

5. Employees who become disabled because of a non-occupational injury illness and are unable to perform all the duties of a fire fighter shall be placed on a non-occupational disability pension. there will be no age or years of service requirement. The pension payment for employees under twenty (20) credited years of service shall be fifty (50%) percent payment provided between R.I.G.L. 45-21.2-22, "Optional Twenty (20) Year Retirement Service Allowance," and the City of Cranston. The fifty (50%) percent pension payment shall be based on weekly salary, longevity pay, and holiday pay with the inclusion of longevity at the time of retirement and will be escalated in the same method as listed in Subsection 3 of this section.
6. Employees who become disabled because of a non-occupational injury or illness and are unable to perform all the duties of a fire fighter shall be placed on a non-occupational disability pension. The pension payment for employees with over twenty (20) years of credited service shall be based on the number of credited years of service as provided for in R.I.G.L. 45-21.2-22, "Optional Twenty (20) Year Retirement Service Allowance," up to a maximum of thirty (30) credited years of

service not to exceed a payment of seventy-five (75%) percent of weekly salary, longevity pay, and holiday pay with the inclusion of longevity at the time of retirement and will be escalated in the same method as listed in Subsection 3 of this section.

7. Employees who die in the line of duty from injury or illness, including cancer, heart condition, respiratory ailment, or hypertension, prior to retirement shall receive an accidental death benefit under R.I.G.L. 45-21.2-11, "Accidental Death Benefits," with agreed-upon modifications, including Subsections A and B with agreed-upon modifications. There shall be no age or years of service requirement. The pension payment will be one-half (1/2) weekly salary, longevity pay, and holiday pay with the inclusion of longevity in effect at the time of death and will be escalated in the same method as listed in Subsection 3 of this section.
8. Employees who die outside of the line of duty with less than twenty (20) credited years of service shall receive a death benefit as provided for in R.I.G.L. 45-21.2-12, "Ordinary Death Benefits," Subsection (a). The pension payment will be thirty (30%) percent of the employee's weekly salary, longevity pay, and holiday pay with the inclusion of longevity at the time of death and will be escalated in the same method as listed in Subsection 3 of this section. All other aspects affecting widows and children as listed in Subsection (6) of R.I.G.L. 45-21-12, "Ordinary Death Benefits," will remain in effect unless the employee with over ten (10) years of credited years of service will have the option to elect to take the provisions of R.I.G.L. 45-21.2-21, "Optional Annuity Protection-Death While Employee or Inactive Member Status."
9. Employees who die outside of the line of duty with over twenty (20) credited years of service shall receive a death benefit as provided for in R.I.G.L. 45-21.2-12, "Ordinary Death Benefits," Subsection (a). The pension payment will be the same amount received for a deceased employee of same rank or position and same

number of credited years of service in the City of Cranston Fire Fighters' Pension. This pension payment will be provided for by the thirty (30%) percent as listed in Subsection (b) of R.I.G.L. 45-21-12, "Ordinary Death Benefits," and by the City of Cranston. This pension payment will be based on the employee's weekly salary, longevity pay, and holiday pay with the inclusion of longevity at the time of death and will be escalated in the same method as listed in Subsection 3 of this section. All other aspects affecting widows and children will remain in effect as listed in Subsection (b) of 45-21.2-12, "Ordinary Death Benefits," unless the employee has selected to take the provisions of R.I.G.L. 45-21.2-21, "Optional Annuity Protection-Death while Employee or Inactive Member Status."

10. Employees shall have the option to choose a death benefit to be received by their beneficiary as specifically listed in R.I.G.L. 45-21.2-6, "Service Retirement Allowance," Subsection C, Option No. 1, "Joint and Survivor Full, or Option No. 2, "Joint and Survivor Half."

Employees who do not choose any of the over-mentioned options under Subsection C shall receive "Service Retirement Allowance/Maximum Plan," as listed in R.I.G.L. 45-21.2-6, Subsection A, based on two and one-half (2-1/2%) percent, not two (2%) percent as listed in Subsection A. These employees' beneficiary shall also receive the death benefits as provided for in R.I.G.L. 45-21.2-13, "Benefit on Death of Retired Member."

Employees with over ten (10) years of credited service shall have the option while employed to take the pension benefit as provided for in R.I.G.L. 45-21.2-22, "Optional Annuity Protection-Death While Employee or Inactive Member Status."

11. These employees enrolled in the State of Rhode Island "Optional Twenty (20) Year Pension, "R.I.G.L. 45-21.2-22, with modifications and all other applicable statutes

with agreed-upon modifications that accompany this plan shall receive, commencing July 1, 1995, a City of Cranston individually-funded annuity at no cost to the employee based on three (3%) percent of a Fire Fighter contractual weekly salary with over three (3) years of service. The payments into the annuity will be adjusted based on contractual salary of a fire fighter with over three years of service. This annuity shall continue up to the completion of thirty (30) credited years of service. This annuity will be payable to the employee for whatever reason (resignation, termination, retirement, etc.) when the employee leaves the Cranston Fire Department with no age or length of service requirement. This annuity will be payable upon the death of the member to the employee's widow, beneficiary, or estate with no age or length of service requirement.

12. These employees enrolled in the State of Rhode Island "Optional Twenty (20) Year Service Pension" R.I.G.L. 45-21-2-22, with agreed-upon modifications shall be subject to all other applicable statutes with agreed upon modifications under state law governing this modified pension plan such as, but not limited to, vesting, prior service credit, armed service credit, etc.
13. All other pension benefits such as, but not limited to, medical insurance, life insurance, etc., listed in the Collective Bargaining Agreement between the parties shall remain in effect.
14. Any increase in additional percentage of longevity pay and paid holidays after July 1, 2007 shall only be received in pension payments by employees who retire after July 1, 2007.

#### **Section 24.1 - Pension Payments**

Effective July 1, ~~1996~~, 2013 pension contributions for employees of the City of Cranston Fire Fighters' pension will be ten and one-half (10.5%) percent of their weekly salary, longevity pay,

holidays with the inclusion of longevity and holidays. Effective July 1, ~~1996~~, 2013 pension contributions for employees of the State of Rhode Island optional twenty ~~five~~ ~~(20)~~ (25) year retirement on service allowance, R.I.G.L. 45-21.2-2 with modifications will be ~~eleven and one-half (11.5%)~~ eleven (11%) percent of their weekly salary, longevity pay, and holidays with the inclusion of longevity and holidays.

**Section 24.2 - Pension Payments**

1. In the event contributions by members of the Fire Department to the present pension system are more than nine (9%) percent for the City of Cranston Fire Fighters' pension and ten (10%) percent for the State of Rhode Island "Optional Twenty (20) Year Service Pension" R.I.G.L. 45-21-2-22, with modifications at the effective date of this Agreement are increased during the term hereof, the City of Cranston agrees to pay the difference between the said nine (9%) percent and ten (10%) percent then required to be contributed, retroactively to the date of such increase over nine (9%) percent and ten (10%) percent.
2. All civilian employees of the Cranston Fire Department will receive pension payment pursuant to the Municipal Employees Retirement System of the State of Rhode Island in force from time to time.
3. In the event of the death of an active member of the Cranston Fire Department, whose widow or dependents fail to qualify for a widow's pension, or who leave no widow or dependents, their unused pension contributions shall be paid their widow, dependents or their estate.
4. In the event of the death of a retired member of the Cranston Fire Department, their unused pension contributions shall be paid to their widow, dependents or if there is no widow or dependents, to their estate.

**Section 24.3 - No Strike Clause**

No employee covered by this Agreement shall engage in any work stoppage, slow down, strike, or other illegal concerted activity for the duration of this Agreement.

The City shall have the right to immediately discharge any employee who violates this Section without any rights or benefits provided under this Agreement. If any employees engage in any work stoppage, slowdown, strike, or other illegal concerted activity, the Union will immediately notify such employee(s) engaging in these activities to cease and desist, and shall publicly declare that such activities are illegal and unauthorized.

**Section 24.4 - Legal Assistance And Indemnification**

In the event any employee covered by this Agreement is sued in any civil proceeding as a result of actions performed by said employee in the performance of his duties as an employee of the Cranston Fire Department, the City agrees to provide such employee with all necessary legal assistance and further agrees to pay any judgment rendered against such employee in any such proceeding; provided, however, that the City shall have the right to deny all or a portion of the benefits under this Section if it determines that the employee acted outside the scope of his employment, or engaged in intentional, willful or malicious, tortuous or criminal conduct.

**Section 24.5 - Presumption Of Disability**

In any case where an employee covered by this Agreement is disabled from performing his regular duties as a Fire Fighter because of a heart condition, respiratory ailment, hypertension or from any condition derived from hypertension, it shall be conclusively presumed that such disability is attributable to his employment as a member of the Fire Department, and he shall be entitled to all of the benefits provided for in Section 45-19-1 of the General Laws of Rhode Island, 1956, as amended, and none of said period of disability shall be deducted from his sick leave entitlement, nor from any other leave entitlement to which said employee may be entitled under any other terms or conditions of this Agreement.

The City of Cranston shall recognize cancer as an occupational illness pursuant to this section. If at anytime RI General Law 45-19-1 is repealed, the local will enter into negotiations immediately with the City of Cranston to discuss the impact in the change to the law.

**Section 24.6 - Mutual Aid/Job Action**

In any case where the City has a mutual aid agreement with any city or town in the State of Rhode Island and the members of the permanent paid Fire Department of such city or town have set up a picket line, employees covered by this Agreement shall not be ordered to engage in Fire Fighting services in said city or town where the picket line has been established, except in cases of working fires of a serious nature.

**Section 24.7 - Minimum Staffing**

There shall be no less than a minimum of forty-one (41) Fire Fighters, which includes officers and the Deputy Chief on duty at all times on each Platoon.

**Section 24.8 - Table Of Organization**

There shall be no reduction in the number of positions from the present Table of Organization presently in place in the Cranston Fire Department. Effective July 1, 2011 the total sworn, uniformed staffing of the Cranston Fire Department shall be reduced by five (5) fire fighter positions. The table of Organization will be reduced from two-hundred and one (201) members to one-hundred and ninety-six (196) members

Effective January 1, 2011 there shall be an increase of one (1) Captain's position in the fire department's table of organization and a decrease of one (1) Private's position. This shall not change the total complement of one-hundred and ninety-six (196) members.

Effective January 1, 2011 the total civilian compliment of the Cranston Fire Department will increase nine (9) positions (dispatchers). The total civilian complement of the Cranston Fire Department will be sixteen (16).

**Section 25 - School Reimbursement**

All employees who provide evidence of having completed college courses pertaining to the State of Rhode Island Fire Fighters Incentive Degree program or any job related courses for which they received passing grades and submitted proof paid, shall be reimbursed in full but not exceeding a total of eight hundred (\$800.00) dollars for any individual for each fiscal year. Effective July 1, 2002, such amount shall be increased to a maximum of nine hundred (\$900.00) dollars.

**Section 26 - Widows And Dependent Benefits Under Twenty (20) Years**

The City of Cranston agrees to pay a death benefit to the widow of an employee with at least one (1) year of service in the department and a death benefit payment of thirty-three and one-third (33-1/3%) percent of the employees salary, longevity pay, and holidays with longevity, which shall be fully escalated based on any or all increases as listed in Section 24A. This benefit shall be paid to a widow until her death or until she remarries. Also, this benefit shall remain in effect until all dependent children reach the age of twenty-one (21). The payment of longevity will only apply in cases where an employee had completed four (4) years of service.

This benefit will only apply to employees covered by the City of Cranston Municipal Fire Fighters' pension."

**Section 26.1 - Widows Benefit Over Twenty (20) Years**

The City agrees per the 1989 Agreement between both parties to pay widows benefits to all eligible widows. The widows' of active and retired Fire Fighters benefit shall be sixty-seven and one-half (67-1/2%) percent of the pension payment in effect for the retired Fire Fighter and the pension payment the active Fire Fighter would have received. This payment to all widows will be fully escalated based on any and all future contractual weekly salary increases as listed in Section 24A, subsection 3 of the Agreement. The widow benefit shall include the payment of longevity, holidays, and holidays with longevity to all eligible widows. This benefit shall be paid to

the widow until her death or until she remarries. Also, this benefit shall remain in effect until all dependent children reach the age of twenty-one (21). This benefit will only apply to employees covered by City of Cranston Fire Fighters' Pension.

**Section 26.2- Occupational Death Benefits**

Any employee who dies as a result of a line of duty injury or illness shall be posthumously promoted to the next rank. All benefits due to the employee's family or estate shall reflect the posthumous promotion.

Any employee who dies as a result of a line of duty injury or illness; widow will receive a death benefit payment of fifty (50%) percent of the employee's weekly salary, longevity, and holidays with longevity which will be fully escalated based on any and all future contractual increases as listed in Section 24A, Subsection 3 of this Agreement. There will be no age or time of service requirement. This benefit will only include those employees in the City of Cranston Fire Fighters' pension. This benefit shall be paid to the widow until her death or until she remarries. This benefit shall also remain in effect until all dependent children reach the age of twenty-one (21).

**Section 27 - Procedures For Placement On A Disability Pension**

Any Fire Fighter applying for a Disability Pension as a result of an occupational or non-occupational illness or injury shall submit a documented evaluation from the member's physician or physicians verifying that this illness or injury prevents said member from performing the duties of a Cranston Fire Fighter. The City upon receipt of this documented evaluation shall schedule an evaluation of said member by a physician of the City's choice who specializes in the specific area of that member's illness or injury. The results of these evaluations by both party's physicians shall be forwarded to the Mayor for review. Based on these evaluations, the Mayor shall recommend in writing that said member be placed on a Disability Pension. The Mayor's written recommendation shall be forwarded to the City Council along with the medical evaluations of both

parties physicians for the Council's review. Based on the Mayor's recommendation and the medical evaluations, the City Council shall place said member on a Disability Pension.

Any divergence in these two (2) physicians evaluations which results in the member not being eligible for a Disability Pension, shall at the option of the affected member or Local 1363 International Association of Fire Fighters, AFL-CIO, be submitted to a third party physician for a further evaluation of the member's illness or injury. This neutral physician shall specialize in the particular area of the said member's illness or injury. This neutral physician shall be selected by the member's primary care physician and the City's physician. The decision rendered by the neutral third party physician shall be based on thorough examination and evaluation of said member, and a complete review of all necessary documentation submitted by both parties. The decision of the neutral third party physician shall be the final medical determination on whether said member is eligible for a Disability Pension.

In the event the member's selected physician and the City's selected physician are unable to agree on a neutral physician, an application shall be made to the Executive Director of the Rhode Island Medical Association who shall select a physician in the specialized area of said member's particular disability. The results of these evaluations by both parties physicians and the medical determination of the neutral physician shall be forwarded to the Mayor for his recommendation. The Mayor's written recommendation and the medical evaluation by all physicians shall be forwarded to the Council for review. Based on the Mayor's recommendation and the medical evaluation, the City Council shall place said member on a Disability Pension.

#### **Section 28 - Vested Pension Contractual Clause**

All members of Local 1363 International Association of Fire Fighters who are enrolled in the City of Cranston Fire Fighters' Pension will be vested in their particular type funding plans on the completion of ten (10) years of service in the Cranston Fire Department.

Vested members in either funding plan shall earn a pension credit of two and one-half (2-1/2%) percent per year of service with the Cranston Fire Department. This vested pension payment to said member shall be no less than twenty-five (25%) percent for ten (10) years of credited service and no more than forty-seven and one-half (47-1/2%) percent for nineteen (19) years of credited service in the Cranston Fire Department based on a member's rank and years of service as applied to the member's weekly salary, holiday pay, and earned longevity as applied to weekly salary and holiday at the time of leaving the employment of the Cranston Fire Department. After the completion of ten (10) years of service in the Cranston Fire Department any year in which a member completes over six (6) months of service will be credited with a complete year of credited service. A member's years of service commence with the member's appointment date to the Cranston Fire Department.

The vested pension payment benefit shall be paid when a member reaches the age of fifty-five (55) years. In the event the member dies before reaching their fifty-fifth (55th) birthday, the member's widow or eligible dependents shall receive sixty seven and one-half (67-1/2%) percent of this vested pension benefit when the member would have attained the age of fifty-five (55) years. This payment of sixty-seven and one-half (67-1/2%) percent will continue until the death of the member's widow or the non-eligibility of covered dependents.

There shall be no escalation (full or otherwise) of pension benefits provided for by the vested pension to any member, their widow or eligible dependents as presently contained in the present plan.

There shall be no additional five (5%) percent escalation of pension benefits provided for by the vested pension to any member on their reaching fifty-five (55) years of age as presently contained in the present plan.

**Section 29 - Severance Pay At Retirement And Death**

All payment of unused sick leave, unused vacation pay, voluntary and deferred vacation days, and involuntary deferred holidays with longevity (1991-1992 Agreement) shall be paid in quarterly installments commencing the first week of the month following retirement (e.g. retire June 7 -- first payment, first week of July) with three (3) month increments (e.g. second payment, first week of October, third payment, first week of January, and fourth payment, the first week of April).

**Section 30 – Severability of Provisions**

If any term or provision of this Agreement is at any time during the life of this Agreement, adjudged by a court or administrative body of competent jurisdiction to be in conflict with any law, such term or provision shall become invalid and unenforceable, but such invalidity or unenforceability shall not impair or affect any other term or provision of this Agreement.

**Section 31 – Marine 1**

The Cranston Fire Department shall staff, operate, and maintain the City of Cranston Fire/Rescue Boat designated Marine #1. Marine #1 shall be placed in service on or about April 1 each year.

**Section 32 – Members Assistance Program (MAP)**

The City recognizes Local 1363 as the administrator of the Fire Department's Members Assistance Program (formerly referred to as the Employees Assistance Program). The city will contribute the sum of ~~six thousand (\$6000.00)~~ ~~five thousand (\$5000.00)~~ dollars yearly, payable on July 1 of each year to the MAP. This money will be used for the MAP only, including but not limited to the certification and recertification of the MAP counselors.

**Section 33 - Mechanics Certification:**

Employees in the maintenance division will receive an increase in their hourly rate of pay for obtaining the following certifications:

Any Automotive Service Excellence (ASE) certifications associated with the Emergency Vehicle Technician course the members will receive twenty (.20) ~~ten (.10)~~ cents per hour. Upon receipt of each of the following certifications, Ambulance Technician and Fire Apparatus Technician, the member will receive an additional fifty (.50) ~~thirty (.30)~~ cents per hour.

#### **Section 34 – Duration of Agreement**

This Agreement is effective from July 1, 2013 ~~July 1, 2014~~ and shall continue in full force and effect through midnight on June 30, 2016 ~~June 30, 2013~~. If for any reason what so ever at the end of the term of this contract a new contract has not been agreed upon between Local 1363 (IAFF) and the City Of Cranston this contract will remain in effect until such time as a new contract is agreed upon.

IN WITNESS WHEREOF, the said CITY OF CRANSTON has caused this instrument to be executed and its corporate seal to be affixed by Robert Strom, its Finance Director and by Allan Fung, its Mayor, thereunto duly authorized by the City Council of the City of Cranston as of the day and year first above written and the said LOCAL 1363, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO, has caused this instrument to be signed by Paul L. Valletta Jr., its President, thereunto duly authorized as of the day and year first above written.

**CITY OF CRANSTON**

BY: Allan A. Fung  
MAYOR

BY: Robert J. Strom  
FINANCE DIRECTOR

**LOCAL 1363, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO**

BY: Paul L. Valletta Jr.  
PRESIDENT

WITNESSES Katherine Donnelly

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

## CONTRACT ADDENDUM

The six (6) Civilian Employees of the Cranston Fire Department listed below shall receive in addition to the wages, benefits, and terms and conditions of employment found in the Collective Bargaining Agreement between Local 1363 International Association of Fire Fighters and the City of Cranston the following additional contractual items. These additional items shall only be received by these employees.

1. The ability to accumulate up to sixty (60) vacation days which also may be used in lieu of sick leave when the accrued sick leave is insufficient to provide leave with pay for illness or injury.
2. The granting of an additional ninety (90) sick days for employees with ten (10) or more years of service if the illness or injury is of such a nature as to require a prolonged period of treatment or recuperation.

The City of Cranston paying for any employee who attains or will attain the age of sixty-five (65) or the spouse of an employee who has or will attain the age of sixty-five (65) the total cost of Blue Cross Plan 65.

Robert Corsi  
Billie Fischer  
Dorothy Masosian

Upon their leaving the active ranks of the Cranston Fire Department, these additional contractual items shall not be provided to any other employees occupying the positions of these employees.

**FY 2013 through 29 June 2014 – 0% Salary Increase**

<b>Rank</b>	<b>Weekly Salary</b>	<b>Annual Salary</b>
<b>Assistant Chief</b>	<b>1,697.56</b>	<b>88,273.09</b>
<b>Deputy Chief</b>	<b>1,595.99</b>	<b>82,991.35</b>
<b>Captain</b>	<b>1,352.25</b>	<b>70,316.91</b>
<b>Lieutenant</b>	<b>1,245.80</b>	<b>64,781.68</b>
<b>Private (+3)</b>	<b>1,149.06</b>	<b>59,751.24</b>
<b>Private (+2)</b>	<b>1,103.34</b>	<b>57,373.69</b>
<b>Private (+1)</b>	<b>1,063.08</b>	<b>55,280.22</b>
<b>Private (1)</b>	<b>1,022.07</b>	<b>53,147.42</b>

**January 1, 2015 One and one-half (1.5%) percent**

<b>Rank</b>	<b>Weekly Salary</b>	<b>Annual Salary</b>
Assistant Chief		
Deputy Chief		
Captain		
Lieutenant		
Private (+3)		
Private (+2)		
Private (+1)		
Private (1)		

**June 30, 2015 One and one-half (1.5%) percent**

<b>Rank</b>	<b>Weekly Salary</b>	<b>Annual Salary</b>
Assistant Chief		
Deputy Chief		
Captain		
Lieutenant		
Private (+3)		
Private (+2)		
Private (+1)		
Private (1)		

**January 1, 2016 Two (2%) percent**

<b>Rank</b>	<b>Weekly Salary</b>	<b>Annual Salary</b>
Assistant Chief		
Deputy Chief		
Captain		
Lieutenant		
Private (+3)		
Private (+2)		
Private (+1)		
Private (1)		

**June 30, 2016 One (1%) percent**

<b>Rank</b>	<b>Weekly Salary</b>	<b>Annual Salary</b>
Assistant Chief		
Deputy Chief		
Captain		
Lieutenant		
Private (+3)		
Private (+2)		
Private (+1)		
Private (1)		

Memorandum of Agreement

In the Event that the I.A.F.F. is successful in their Superior Court case and all appeals against the State of Rhode Island in relation to the state pension reforms, I.A.F.F. Local 1363 and the City of Cranston agree to negotiate and shall enter into negotiations to discuss modifying the members' pension benefits. including years of service, age of retirement and any other areas.

CITY OF CRANSTON

BY: Allyson H. Gung MAYOR

BY: Robert F. Strom FINANCE DIRECTOR

13 AUG 30 AM 11:00  
01/21

LOCAL 1363, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO

BY: Paul L. Vallentyne PRESIDENT

WITNESSES Dunlop

8/30/2013  
GAC

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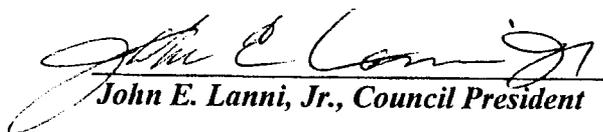
THE CITY OF CRANSTON

**ORDINANCE OF THE CITY COUNCIL**  
IN AMENDMENT OF TITLE 13, OF THE CODE OF THE CITY OF  
CRANSTON, 2005, ENTITLED "PUBLIC SERVICES"  
(Sewer Connection Permits)

No. 2013-31

*\*As Amended in Public Works Committee August 5, 2013*

**Passed:** August 26, 2013

  
John E. Lanni, Jr., Council President

**Approved:**  
August 29, 2013

  
Allan W. Fung, Mayor

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

**Section 1.** Title 13, Chapter 08, entitled "Sewer System Connection Permits" is hereby amended to read as follows:

**13.08.100 - Sewer system connection permits.**

No sanitary connection of private property or public property with the public sewer system shall be made until the owner of the land, or his or her duly authorized agent, has submitted an application in writing to the city for permission to make the same, and has been granted such permission.

A. There shall be two classes of building sewer permits:

- 1. For residential and commercial service; and
- 2. For service to establishments producing industrial wastes.

In either case, the owner or his or her agent shall submit an application on a form furnished by the city. The permit application shall be supplemented by any plans, specifications or other information considered pertinent in the judgement of the city or its duly authorized representative. A permit and inspection fee shall be paid according to current fee schedules and cost estimate format established by the city.

B. Upon approval of the application by the city \*~~Council~~ the Public works Director, [the city] shall authorize the building inspector to issue a permit for such installation to a duly licensed plumber or drain layer.

1. \*Each and every month the Public Works Director shall submit a list of names and addresses or all approved connections within the City of Cranston. This list shall be for notification/informational purposes only (not to ratify or reject).

49 C. Permits (or separate contracts) issued to establishments producing industrial  
 50 wastes will include, as a minimum, effluent limits, including local and applicable  
 51 EPA categorical standards as they are promulgated, compliance schedules, monitoring  
 52 schedules, and general conditions. Industrial user permits may contain other  
 53 conditions as the city deems necessary or desirable, including, but not limited to, best  
 54 management practices. The permit conditions are specifically and independently  
 55 enforceable regardless of whether they are expressly required or set out in this  
 56 chapter.

57  
 58 D. All industrial users shall comply with any and all applicable pretreatment  
 59 standards and requirements, including but not limited to EPA Categorical  
 60 Pretreatment Standards [Title 40 Code of Federal Regulations, Chapter I,  
 61 Subchapter N, Parts 405-471], National Prohibited Discharges (general and  
 62 specific) [Title 40 Code of Federal Regulations Parts 403.5(a) and (b)] and all  
 63 requirements of the Federal EPA General Pretreatment Regulations for Existing  
 64 and New Sources of Pollution [Title 40 Code of Federal Regulations Part 403].

65  
 66 E. A sewer system connection fee shall be paid upon application for a building  
 67 permit to erect structures which will connect directly or indirectly to the public  
 68 sewer system.

69  
 70 For purpose of the sewer system connection fee, the city is divided into the  
 71 westerly sewer system impact area and the easterly sewer system impact area. The  
 72 westerly sewer system impact area is the portion of the city that is located west of  
 73 Interstate Route 295. The easterly sewer system impact area is that portion of the city that  
 74 is located east of Interstate Route 295.

75 \* (existing chart added)

<u>The westerly sewer system impact area sewer system connection fees are as follows:</u>	
<u>Single-family dwelling</u>	<u>\$3,000.00</u>
<u>Multi-family dwelling or apartment house or condominium complex</u>	<u>\$750.00 per bedroom and/or den</u>
<u>Rest home or hospital</u>	<u>\$750.00/bed</u>
<u>Hotels, motels, motor inns and dormitories</u>	<u>\$750/room plus per square foot charge for other floor space</u>
<u>Commercial, industrial or restaurant facility</u>	

05-13-4

<u>1 to 10,000 gross square feet</u>	<u>\$0.75/S.F.</u>
<u>10,001 to 20,000 gross square feet</u>	<u>\$0.50/S.F.</u>
<u>20,001 and over gross square feet</u>	<u>\$0.25 S.F.</u>
<u>Minimum fee</u>	<u>\$3,000.00</u>
<u>The easterly sewer system impact area sewer system connection fees are as follows:</u>	
<u>Single-family dwelling</u>	<u>\$1,200.00</u>
<u>Multi-family dwelling or apartment house or condominium complex</u>	<u>\$300.00 per bedroom and or den</u>
<u>Rest home or hospital</u>	<u>\$300.00/bed</u>
<u>Hotels, motels, motor inns and dormitories</u>	<u>\$300 Room plus per square foot charge for other floor space</u>
<u>Commercial, industrial or restaurant facility</u>	
<u>1 to 10,000 gross square feet</u>	<u>\$0.30/S.F.</u>
<u>10,001 to 20,000 gross square feet</u>	<u>\$0.20/S.F.</u>
<u>20,001 and over gross square feet</u>	<u>\$0.10/S.F.</u>
<u>Minimum fee</u>	<u>\$1,200.00</u>

76 \*An additional sewer connection fee shall be paid on any future additions or expansions to  
 77 facilities in the above-mentioned categories. The additional fee shall be based on the above  
 78 schedule in the appropriate category.

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\*F.Areas exempt from this chapter are as follows:

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1. Public buildings;

83

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2. Areas zoned M-1 or M-2 prior to January 1, 1983, located west of Route I-295, south of Plainfield Pike and north of Scituate Avenue.

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G. \*Any and all out of City connections (users located outside of Cranston) shall be approved by the Public Works Committee and then by the full City Council prior to any connection to the system. An out of city applicant seeking a connection to the Cranston Wastewater System shall not rely on the payment of engineering fees, costs, or studies spent in furtherance of a proposed connection, to Cranston or its agents as tacit approval for anything prior to receiving full City Council Approval.

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Section 2. This Ordinance shall take effect on \*final adoption.

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Positive Endorsement

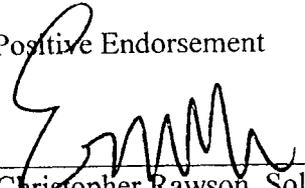
Negative Endorsement (attach reasons)

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 8/24/13  
Christopher Rawson, Solicitor Date

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Christopher Rawson, Solicitor Date

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Sponsored by: Councilman Aceto

Referred to Public Works Committee June 3, 2013

7-13-8

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THE CITY OF CRANSTON

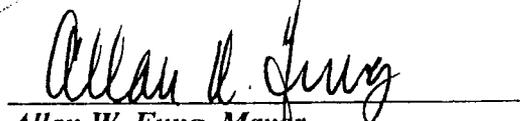
**ORDINANCE OF THE CITY COUNCIL**  
IN AMENDMENT OF TITLE 5.64, OF THE CODE OF THE CITY OF  
CRANSTON, 2005, ENTITLED "BUSINESS LICENSES AND REGULATIONS"  
(Public Entertainment expiration date)

No. 2013-32

Passed: August 26, 2013

  
John E. Lanni, Jr., Council President

Approved:  
August 29, 2013

  
Allan W. Fung, Mayor

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

**Section 1.** Title 5.64 entitled "Theatrical Performances, Shows and Exhibitions." is hereby amended as follows:

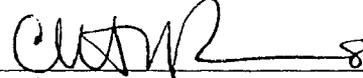
5.64.040. Annual license year.

The annual entertainment license year shall be from [June 1st through May 31st.]  
December 1<sup>st</sup> through November 31<sup>st</sup>.

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

Positive Endorsement

Negative Endorsement (attach reasons)

 8/26/13  
Christopher Rawson, Solicitor Date

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

Sponsored by: Councilman Santamaria

Referred to Safety Services Committee August 5, 2013

**CLAIMS COMMITTEE**  
(Councilwoman Sarah Kales Lee, Chair)

**REPORT OF SETTLED CLAIMS (*Informational purposes only*):** Holyoke Mutual Insurance on behalf of Gerardine Cannon \$264.89 broken windshield; Angelina Agin \$145.77 vehicle damage; Michelle Vitale \$87.50 broken windshield.

No action needed.

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

**Richard Tomlins**, 400 Farmington Ave., appeared to speak and stated that the Fire contract is a political contract. He also stated that the School Department should not be used as a political pawn.

**Gail Donley**, 77 Robert Circle, appeared to speak and stated that Councilman Stycos stated in an article that the City would be interested in purchasing the BASF property. Councilman Stycos stated that the Planning Director had stated to him that the City would be interested in having the land donated.

**VI. ELECTION OF CITY OFFICIALS**

None.

**VII. REPORT OF CITY OFFICERS**

None.

**VIII. EXECUTIVE COMMUNICATIONS**

**REPORT ON HIRING OF SPECIAL COUNSEL, CONSULTANTS, ETC.,  
PURSUANT TO CHARTER SECTION 15.05.**

No discussion.

**CRANSTON FIRE DEPARTMENT:**

***LT. DEAN BROCKWAY, REQUEST TO BE CONTINUED IN SERVICE***

On motion by Councilman Favicchio, seconded by Council Vice-President Farina, it was voted to approve this request. Motion passed on a vote of 8-0. The following being recorded as voting "aye": Councilmen Stycos, Botts, Archetto, Aceto, Santamaria, Favicchio, Council Vice-President Farina and Council President Lanni -8. Councilwoman Lee was not present for roll call vote.

**IX. COUNCIL PRESIDENT COMMUNICATIONS**

**Council President Lanni** stated that this City Council had a lengthy discussion on the fire contract and felt it was a fair contract.

**X. COUNCIL MEMBER COMMUNICATIONS**

**COUNCIL VICE-PRESIDENT FARINA:** Administration report on vandalism issue for former location of Meatball Mike's

**Mr. Lopez** stated that Mr. Pikul, Building Official, has been in touch with the property owners and they are working on cleaning up that property within the week.

**Council Vice-President Farina** thanked Mr. Liberatore and his staff in Parks and Recreation Department in repairing the playgrounds in the City.

**COUNCILMAN SANTAMARIA: Wal-Mart, Plainfield Pike, request for local contact**

**Councilman Santamaria** stated that the City still does not have a local contact person. He asked if the Administration could obtain a local contact person. Mr. Lopez stated that the Administration is working to set up a method of communication with a local contact person.

***27 Vigilant St.***

**Councilman Santamaria** asked if the Inspections Department can look into the property at 27 Vigilant St. of overgrown grass.

**-AUGUST 26, 2013-**

**COUNCILMAN STYCOS: Ciba Geigy property** Administration report on environmental clean up, including recent building inspection and whether the buildings will be removed.

**Solicitor Kirshenbaum** stated that the Administration and the City has no interest in becoming responsible or in purchasing this property while still under remediation if, in fact, it still is.

**Councilman Aceto** asked that this item be placed on the Public Works Agenda for further discussion and monthly updates.

**COUNCILMAN BOTTS: Gordon St.**

**Councilman Botts** stated that half of the street has been paved. He asked if there are plans to have the other half paved. Mr. Lopez stated that the original intent was due to water damage from Spectacle Pond and culvert. Unfortunately, there was a misunderstanding with the paving company. This area will be revisited in the Spring to make sure that those streets are taken care of.

## **XI. OLD BUSINESS**

None.

## **XII. INTRODUCTION OF NEW BUSINESS\***

\*(for informational purposes. All new business is referred to  
Committee for public hearing)

**8-13-01 Ordinance in amendment of Title 3.08 of the Code of the City of Cranston, 2005, Entitled "Revenue and Finance" (Tax Assessment Board of Review). \*Sponsored by Council President Lanni, Council Vice President Farina, Councilman Aceto [\[click to view\]](#)**

**8-13-02 Ordinance in amendment of Title 5.64 of the Code of the City of Cranston, 2005, Entitled "Theatrical Performances, Shows and Exhibitions" (Public entertainment). Sponsored by Safety Services Committee. [\[click to view\]](#)**

**8-13-03 Ordinance in amendment of Title 9.08 of the Code of the City of Cranston, 2005, entitled "Offenses to Property" (Tree Planting Back of Sidewalk Program). Sponsored by Councilman Stycos. [\[click to view\]](#)**

8-13-01

THE CITY OF CRANSTON

**ORDINANCE OF THE CITY COUNCIL**  
IN AMENDMENT OF TITLE 3, OF THE CODE OF THE CITY OF CRANSTON,  
2005 , ENTITLED "REVENUE AND FINANCE"  
(Tax Assessment Board of Review )

No.

*Passed:*

\_\_\_\_\_  
John E. Lanni, Jr., Council President

*Approved:*

\_\_\_\_\_  
Allan W. Fung, Mayor

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

Section 1. Title 3, Chapter 8 , Section 3.08.050 entitled "Tax Assessment Board of Review" is hereby amended as follows:

3.08.050 - Tax assessment board of review.

A. All appraisals done for or on behalf of the tax assessment board of review of the city, shall be completed in accordance with Section 3.08.040 of the code.

B. The Tax Assessment Board of Review shall be comprised of three members and two alternates.

C. The tax assessment board of review members are [not] to be paid \$3000.00 per year , , and alternates shall be paid \$50.00 per meeting when sitting as a member:

1. A meeting is conducted in accordance with the Open Meetings statutes of Rhode Island state law and other applicable statutes.

2. Minutes shall be kept of each meeting including the reasons for denial or approval of each appeal

3. No person shall serve more than six consecutive years on the Tax Assessment Board of Review.

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Section 2: This Ordinance shall take effect on its final adoption

Positive Endorsement

Negative Endorsement (attach reasons)

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

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

Fiscal Note

I hereby certify that it is anticipated that sufficient funds will be available to fund this appropriation.

\_\_\_\_\_  
Robert F. Strom, Director of Finance

Sponsored by: Council President Lanni, Council Vice President Farina, Councilman Aceto

Referred to Ordinance Committee September 12, 2013

8-13-02

THE CITY OF CRANSTON

**ORDINANCE OF THE CITY COUNCIL**

IN AMENDMENT OF TITLE 5.64 OF THE CODE OF THE CITY OF CRANSTON,  
2005, ENTITLED "THEATRICAL PERFORMANCES, SHOWS AND EXHIBITIONS"  
(Public Entertainment)

No.

\*As amended in Committee 9/9/2013

Passed:

John E. Lanni, Jr., Council President

Approved:

Allan W. Fung, Mayor

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

Section 1. Title 5, Chapter 64, entitled "Theatrical Performances, Shows and Exhibitions" is hereby amended as follows:

**5-64-060 - Live Entertainment Permits and Regulations.**

**5-64-061 Definitions.** The following definitions shall be for purposes of this Chapter only, unless specifically adopted by another section of the Cranston Municipal Code for use therein. (a) Ambient music. Prerecorded music which is audible from a distance of no more than ~~ten (10)~~ **twenty (20)** feet from any portion of the exterior of the premises;

(b) Chief of Police. Shall include employee(s) of the Police Department designated by the Chief of Police to act on his or her behalf;

(c) Establishment(s). Any area **\*including those establishments with the capacity of under 100 within the limits of the City of Cranston to which the public may be invited and where alcoholic beverages are served and entertainment is provided;**

(d) Entertainment. An event or series of events, or activities or business, occurring alone or as part of another business, to which the public is invited to watch, listen, or participate, (including dancing) or is conducted for the purposes of holding the attention of, gaining the attention of or diverting or amusing guests or patrons, including, but not limited to: live music, recorded music played by a disc jockey (DJ) or other performance which is knowingly permitted by the establishment and attended by members of the public and whether said activities are compensated by the establishment.

(e) Dance or Dancing. Movement of the human body accompanied by music or rhythm.

(f) Land Use Approval. Includes conditional use permit(s), or any other land use discretionary permit.

8-13-02

43 **5-64-062 Entertainment permit required.**

44 No person shall provide or allow any type of entertainment at an establishment without  
 45 an Entertainment Permit issued by the City Clerk as hereinafter provided.

46 **5-64-063 Entertainment permit—Application and Renewal.**

47 Applicants for Entertainment Permit(s) must be at least the age of 21 and shall first  
 48 complete a written, signed and acknowledged under penalty of perjury application providing the  
 49 following applicable or additional information as determined by the Chief of Police:

50 (a) A state driver license or identification card number of the applicant in the event any  
 51 other names, including aliases are used by the applicant, additional information regarding  
 52 identity may be required. The applicant shall also provide his or her permanent address;

53 (b) The address as well as days and specific hours of operation and entertainment and  
 54 where the entertainment is proposed;

55 (c) The full name(s) including aliases of the person or persons having the management or  
 56 supervision of applicant's business;

57 (d) A statement describing the applicant's business and the proposed entertainment;

58 (e) Criminal records (including misdemeanors) of management or supervisory personnel  
 59 of applicant's business;

60 (f) Information identifying person(s) managing or supervising applicant's business  
 61 including name, address, and date of birth.

62 (g) A floor plan and site plan showing the building interior and grounds, including  
 63 specific area(s) where entertainment will take place, parking spaces, queuing area if applicable  
 64 and the dimension of each portion;

65 (h) A copy of any other licenses, permits, or entitlements (including conditions of  
 66 approval) issued to the applicant;

67 (i) A copy of any building or property lease or contract for the address for which the  
 68 entertainment will take place;

69 (j) The name and address of the owner and lessor of the real property upon which the  
 70 business is to be conducted;

71 (k) The address to which the Entertainment Permit and any legal notice is to be mailed;

72 (l) A statement under oath that the applicant has read and understands the provisions of  
 73 this chapter;

74 **5-64-064 Zoning and Land Use Laws.**

75 Prior to applying for Zoning or Land Use Approval (if so required) the applicant will first  
 76 apply to the City Clerk for an Entertainment Permit. The City Clerk will receive the application,

8-13-02

77 forward same to the Fire Department, Police Department and to the Building Official, and make  
 78 tentative written findings for approval or denial and conditions of permit approval as set forth  
 79 herein within 30 calendar days of receipt of a complete application. Upon receipt of tentative  
 80 findings and conditions of permit approval from the City Clerk, the applicant may apply for  
 81 Zoning or Land Use Approval and may present the tentative findings and conditions of permit  
 82 approval to the applicable Zoning or Land Use Approval body as evidence of tentative approval  
 83 by the Police Department. If the Zoning or Land Use Approval is granted, the entertainment  
 84 permit may be ~~\*automatically approved and subsequently issued by the Safety Services~~  
 85 ~~Committee~~ for one year unless at any time prior to final approval of an entertainment permit,  
 86 additional facts are discovered; the permit will not be automatically approved and the Safety  
 87 Services Committee may impose additional conditions or deny the permit as provided herein.

88 If the land use approval is denied the tentative findings and conditions of permit approval shall  
 89 become void and without any legal effect. This additional process will not be applicable to  
 90 permit renewals.

91 **5-64-065 Permit Application and Renewal fee.**

92 A separate fee shall be paid at the time of filing of each application for a permit. The fee  
 93 shall be set by resolution of the City Council.

94 **5-64-066 Permit Approval and Renewal.** In order to approve an entertainment permit  
 95 the Safety Services Committee shall schedule a public hearing and shall approve or deny and/or  
 96 condition an entertainment permit upon making the following findings on the record:

97 (a) The granting of previous entertainment and other related permits to the applicant has  
 98 not, in the past, resulted in the operation of an establishment which have (1) created public or  
 99 private nuisances, (2) violated any noise regulations or (3) created other disturbances to the  
 100 surrounding community such that calls for services to the Police Department have been  
 101 excessive to such an extent as to cause injury or property damage;

102 (b) The business or applicant has not received two or more findings of a violation by the  
 103 Safety Services Committee after a hearing that has been upheld on appeal, or been convicted of,  
 104 or has entered a plea of guilty to two or more violations of the provisions of this Chapter, or of  
 105 any other law or ordinance relating to such business;

106 (c) The entertainment will not attract crowds exceeding applicable capacity limits for  
 107 that location or would not compromise the public safety and/or peace and welfare of the  
 08 surrounding area or the business;

09 (d) The entertainment will be compatible with the surrounding community considering  
 10 proximity to other businesses, residences etc.;

111 (e) The granting of an entertainment permit will not violate the Cranston Municipal Code  
 112 or other applicable state, or federal laws or regulations;

113 (f) No outstanding debt, including any fees taxes or charges exist with the City of  
 114 Cranston;

115 (g) All Land Use Approval(s) have been obtained;

116 (h) Proper notice has been given to all residences and businesses within 400 feet.

117 **5-64-067 Entertainment restrictions.**

118 The Safety Services Committee may impose the following restrictions on the  
 119 Entertainment Permit to mitigate health, welfare and safety concerns.

8-13-02

120 (a) That entertainment is not audible beyond 50 feet from the exterior walls of the  
 121 business in any direction. That doors and windows be closed during performances to alleviate  
 122 noise issues;

123 (b) That the premises has sufficient sound-absorbing insulation such that noise generated  
 124 within the premises shall not be audible from the exterior;

125 (c) For new permits or locations where structural modifications have been made, the  
 126 applicant shall submit a sound survey prepared by a licensed engineer showing that the proposed  
 127 entertainment will not create undue noise or violate the decibel limits for the zoning district. This  
 128 survey shall state the maximum allowable interior decibel limits;

129 (d) That activities taking place at the establishment are only those specified in the  
 130 entertainment permit and/or in the license issued by the City of Cranston Code and City of  
 131 Cranston Charter, or any other restriction issued by any regulatory power with authority over the  
 132 business or premise;

133 (e) That all areas of the establishment that are accessible to patrons shall be illuminated to  
 134 make easily discernible the appearance and conduct of all persons in the business;

135 (f) That the entertainment permit is conspicuously posted in establishment;

136 (g) That conditions imposed herein apply at all hours, regardless if entertainment is  
 137  present;

138 (h) Limit hours when entertainment is permitted including days of the week and hours of  
 139 the day;

140 (i) That the types of entertainment be restricted. For example amplified vs. non amplified,  
 141 live bands vs. DJ, number of performers and where entertainment can be performed such as  
 142 inside, stage location, dance floor location and size and where dancing may take place, if at all;

143 (j) That additional security be provided including:  1. Uniformed or non-uniformed  
 144 security officers certified by State of Rhode Island; 2. Number of security officers; 3. Security  
 145 Cameras/system requirements; 4. Areas security must patrol.

146 The above conditions are intended to protect the health, safety and welfare of citizens of  
 147 Cranston. The Safety Services Committee may impose additional conditions if unique  
 148 circumstances at a particular establishment demonstrate health, safety and welfare issues that  
 149 must be mitigated (unique conditions). If unique conditions are imposed, the Safety Services  
 150 Committee will provide written statement with facts demonstrating the need for the unique  
 151 conditions.

152 **5-64-068 Permit-Period valid.** The permit shall be granted for the specific occasion  
 153 requested, or if the request is for continuous permit, the permit shall be issued for not longer than  
 154 one year.

155 **5-64-069 Permit-Notice to Applicant of Action Taken.** If no Land Use Approval is  
 156 required, within thirty (30) calendar days after the filing of the application, unless the applicant  
 157 signs a written waiver of notice, the Police Department shall mail or personally deliver written  
 158 notice to the applicant stating the action that was taken on the application, together with a list of

8-13-02

159 any conditions imposed if the application is granted or, if the application is denied, the specific  
 160 grounds for the denial. The notice shall also advise the applicant of his/her right to appeal the  
 161 denial of his application or any of the conditions imposed.

162 **5-64-070 Exceptions:** The following activities shall not require an Entertainment Permit:

163 (a) Establishments which provide juke boxes, televisions, video games, video programs,  
 164 or recorded music and no other entertainment, as herein defined, are not required to comply with  
 165 the provisions of this chapter, unless the recorded music is played on equipment which is  
 166 operated by an agent or contractor of the establishment for a period exceeding ten (10) minutes  
 167 per hour. The intent of this section is to require a permit of establishments which provide that  
 168 which is commonly known as a "DJ" and to exempt establishments which provide incidental or  
 169 ambient music.

170 (b) For entertainment conducted by or sponsored by any bona fide club, society or  
 171 association, organized or incorporated for benevolent, charitable, dramatic or literary purposes  
 172 having an established membership and which holds meetings other than such entertainment at  
 173 regular intervals, when proceeds, if any, arising from such entertainment are used for the  
 174 purposes of such club, society or association.

175 (c) Any form of entertainment that State of Federal Law preempts the City from  
 176 regulating.

177 **5-64-071 Revocation and/or Suspension of Permit.**

178 \_\_\_\_\_ The Safety Services Committee may revoke or suspend an entertainment permit upon  
 179 receiving satisfactory evidence that:

180 (a) City Council administrative or criminal citation(s) which have been upheld and which  
 181 the Safety Services Committee, Cranston Municipal Court or other judicial body determines  
 182 evidence that continued operation of the entertainment will constitute public health, safety and  
 183 welfare problems.

184 (b) The entertainment (including employee or patron behavior) is detrimental to the  
 185 public welfare.

186 (c) The application contains incorrect, false, or misleading information.

87 (d) The permit holder has had an entertainment permit or other similar permit or license  
 88 denied or revoked for cause by the City of Cranston.

189 (e) The permit holder caused or permitted to be caused a violation of any provision of this  
 190 Chapter, conditions of Entertainment Permit or Land Use Approval.

191 Upon determining that grounds for permit revocation or discipline or suspension exist, the Safety  
 192 Services Committee shall furnish written notice of a violation hearing to the permit holder. Such  
 193 notice shall summarize the principal reasons for the hearing. If the notice is mailed, it shall be  
 194 deposited in the United States Mail, first class postage prepaid, to the address shown on the  
 195 application. Service shall be deemed complete upon personal service or mailed in the United  
 196 States Mail. The notice shall direct the applicant of his right to a hearing before the Safety  
 197 Services Committee and then an of the action taken to the full City Council.

8-13-02

198 Notwithstanding anything to the contrary, the Chief of Police shall exercise emergency powers  
199 to protect the health, safety and welfare of the Citizens, including the power to close any  
200 establishment the endangers the health, safety and welfare of the Citizens.

201 **5-64-072 Revocation of permit - Reapplication.** Whenever a permit or license is  
202 revoked under the terms of this chapter, no other application for a permit under this chapter shall  
203 be considered for a period of one year from date of such revocation.

204 **5-64-073 Permit Violations.** All owners, employees, representatives, and agents shall  
205 obey all state, local, and municipal laws, conditions of the Conditional Use Permit,  
206 Entertainment Permit, Alcoholic Beverage Control License, or any other regulations, provisions,  
207 or restrictions prescribed at all times. Any violations of any law or conditions will be considered  
208 violations of the permit to constitute permit suspension or revocation in addition to civil or  
209 criminal enforcement.

210 **5-64-074 Separate Violations.** Any permit Violation described in section 5.44.110 shall  
211 constitute a separate violation of and each violation may be charged as a separate count in the  
212 event of administrative or criminal enforcement action.

213 **5-64-075 Appeal Process.** Only applicants and/or permit holders have standing to  
214 administratively appeal a decision of the Safety Services Committee. Appellee shall file an  
215 appeal with the Safety Services Committee within 10 days of receipt of decision. In the event an  
216 appeal is not filed, Appellee shall be precluded from further administrative appeal or judicial  
217 action.

218 (a) Appellee shall submit a form to the Clerk detailing the facts/support and/or legal  
219 argument as to why his/her decision is being appealed. The Chairman of the Safety Services  
220 Committee/City Clerk shall forward the appeal form to the Council President or his or her  
221 designee who shall be the adjudicative officer deciding the appeal.

222 (b) A hearing will be set by the full City Council of the City of Cranston within 30 days  
223 after receipt of the appeal from the Safety Services Committee.

224 (c) The Safety Services Committee shall consider relevant evidence which may be  
225 written or oral in relation to the Safety Services Committee's decision to deny or impose  
226 conditions regarding the permit as set forth above. The Appellee bears the burden of proving  
227 (civil standard) that the Safety Services Committee's decision was arbitrary or capricious. The  
228 formal rules of evidence will not apply and cross examination will not be permitted. The City  
229 Council's attorney or City Solicitor shall provide a written decision within 14 days after the  
230 hearing and that determination will be considered a final decision for purposes of all appellee's  
231 rights.

232 **Section 2.** This Ordinance shall take effect on its final adoption.  
233  
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235 Positive Endorsement

Negative Endorsement (attach reasons)

238  
239 \_\_\_\_\_  
Christopher Rawson, Solicitor Date

238  
239 \_\_\_\_\_  
Christopher Rawson, Solicitor Date

8-13-02

240  
241 Sponsored by Safety Services Committee  
242  
243 Referred to Safety Services & Licenses September 9, 2013  
244  
245

8-13-03

THE CITY OF CRANSTON

**ORDINANCE OF THE CITY COUNCIL**

IN AMENDMENT OF TITLE 9.8 OF THE CODE OF THE CITY OF CRANSTON, 2005,  
ENTITLED "OFFENSES RELATING TO PROPERTY"  
(Tree Planting Back of Sidewalk Program)

No.

*Passed:*

\_\_\_\_\_  
*John E. Lanni, Jr., Council President*

*Approved:*

\_\_\_\_\_  
*Allan W. Fung, Mayor*

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

**Section 1.** Title 9, Chapter 08, entitled "Offenses Relating to Property" is hereby amended as follows:

**9.08.062 Notice requirements for removal and pruning of trees.**

Unless the tree or shrub constitutes an imminent public hazard, the tree warden shall give ten (10) days notice of the removal or pruning of trees located on public rights of way. Notice shall be posted in the immediate vicinity of the tree or shrub to be removed or pruned. If any person, firm, or corporation objects to the removal or pruning of the tree or shrub, he or she may appeal to the tree warden, in writing. The tree warden shall hold a public hearing, and give reasonable notice to all those persons who are known to be of interest and suitable notice of said meeting must be posted in the immediate vicinity. Within three days of the hearing, the tree warden shall render his or her decision granting or denying the appeal.

Nothing in this section shall be construed to relieve the property owner of the responsibility to maintain trees on his or her property.

Nor shall this section be construed to change or otherwise designate the area of the city's responsibility for tree maintenance.

9.08.063 The "Back of Sidewalk" program is designed to plant new street trees in an environment that is more conducive to sustained growth. The improved growing environment provided through the "Back of Sidewalk" program will result in improved long-term health of the newly planted trees.

The purpose of the "Back-of-Sidewalk" program is:



**-AUGUST 26, 2013-**

- 8-13-04 Ordinance in amendment of Title 5 Chapters 44 Itinerant Food Vendors.**  
Sponsored by Councilman Favicchio and Botts [\[click here\]](#)
- 8-13-05 Ordinance in Amendment of Title 10 Chapter 40 of the Code of the City of Cranston, 2005 entitled “Miscellaneous Traffic Regulations: (No Tractor Trailer Parking on Cranston Street, North Side between Victoria and Dyer).**  
Sponsored by Councilman Archetto [\[click to view\]](#)
- 8-13-06 Ordinance in Amendment of Title 10 Chapter 32 of the Code of the City of Cranston, 2005 entitled “Stopping Standing and Parking on Certain Streets” (No Tractor Trailer Parking on Cranston Street, North Side between Victoria and Dyer).** Sponsored by Councilman Archetto [\[click to view\]](#)
- 8-13-07 Ordinance in Amendment of Title 10 Chapter 40 of the Code of the City of Cranston, 2005 entitled “Traffic Regulations for Specific Streets” (Crosswalk Gansett Avenue, North Side of its intersection with Berkley Street) Sponsored by Councilman Archetto [\[click to view\]](#)**
- 8-13-08 Ordinance in amendment of Chapter 17 of the Code of the City of Cranston, 2005, entitled “Zoning” (Change of Zone – \*East side of Power Road).**  
Petition by Crown Holdings II, LLC. [\[click to view\]](#)
- Five Year Commercial Tax Incentive Application CMR Enterprises, LLC (Faffa Yoga) 19 Sharpe Drive. [\[click to view\]](#)**
- National Grid Pole Location Request: Midvale Avenue. [\[click to view\]](#)**
- National Grid and Verizon Joint Pole Location Request: Carolina Street [\[click to view\]](#)**
- Resolution Authorizing the City of Cranston Public Works Department to Designate the Commemorative Name “Olivia Culpo Way” on Albert Avenue Street Signs.**  
Sponsored by Councilman Favicchio and Botts [\[click to view\]](#)
- Claims: Ann Coutu & Rene Coute, property damage, DOI: Aug. 18, 2013**  
Nancy Hilton, property damage, DOI: June 25, 2013  
Robert Luzzi, property damage, DOI: March 14, 2013  
Curtis Mathieu, property damage, DOI: July 9, 2013  
Andrea Subirana, property damage, DOI: Aug. 2, 2013

On motion by Councilman Aceto, seconded by Councilman Santamaria, it was voted to refer the above new business to the respective Committees. Motion passed on a vote of 8-0. The following being recorded as voting “aye”: Councilmen Stycos, Botts, Archetto, Aceto, Santamaria, Favicchio, Council Vice-President Farina and Council President Lanni -8. Councilwoman Lee was not present for roll call vote.

8-13-04

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THE CITY OF CRANSTON

**ORDINANCE OF THE CITY COUNCIL**  
IN AMENDMENT OF TITLE 5 CHAPTER 44 OF THE CODE OF THE CITY OF  
CRANSTON, 2005, ENTITLED "BUSINESS LICENSES AND REGULATIONS"  
(Itinerant Food Vendors)

No.

*Passed:*

\_\_\_\_\_  
John E. Lanni, Jr., Council President

*Approved:*

\_\_\_\_\_  
Allan W. Fung, Mayor

*An Ordinance Promoting Economic Development and the Food Truck Industry in the City of Cranston*

**WHEREAS**, The food service industry is a fast growing industry, including restaurants establishments such as fast-food eateries, formal dining and mobile trucks; and,

**WHEREAS**, According to the U.S. Bureau of Labor Statistics, the food services and drinking places industry ranks among the Nation's leading employers with nearly 10 million wage and salary jobs; and,

**WHEREAS**, Recently, mobile food units have become extremely popular and profitable in urban settings such as, New York, Philadelphia, and Boston to name a few; and,

**WHEREAS**, The mobile food industry has the unique potential to create new employment opportunities, small business growth and favorable conditions for culinary entrepreneurs in Cranston and its neighborhoods; and,

**WHEREAS**, According to the National Restaurant Association, there is an increasing demand, particularly among people 18 to 44, for freshly prepared, restaurant-quality food that can be had quick and cheap; and,

**WHEREAS**, Research has revealed that cities around the country have, at best, made incremental strides in regulating the complexities of the mobile food vendor industry, including efforts to find solutions to problems created by the industry, such as issues around parking, traffic and waste disposal; and,

8-13-04

40           **WHEREAS**, Vendors in the mobile industry have faced complex rules and  
 41 regulations in other communities, the following language is being set forth to streamline  
 42 administrative processes, effectively work with the industry and secure the highest  
 43 quality of life for all Cranstonians ; NOW,

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

45           **Section 1.** Chapter 5.44, entitled "Itinerant Food Vendors" is hereby amended by  
 46 deleting it in its entirety and substituting the following:

47 *Permitting and Regulations of Mobile Food Trucks*

48 **5.44.010 Definitions**

49           When used in this section, unless the context otherwise requires, the following terms  
 50 shall have the following meanings:

- 51           a. The Health Department shall mean the State of Rhode Island Department of  
 52 Health Food/Victualers Licensing Unit.  
 53
- 54           b. Director shall mean the Director of Public Works of the City of Cranston or his or  
 55 her designee.  
 56
- 57
- 58           c. Departments shall mean the Transportation Department, Traffic Engineer, Fire  
 59 Department, the Inspectional Services Department, Police Department, Tax  
 60 Assessors, and the Clerk.  
 61
- 62           d. Food Establishment shall mean a business operation that stores, prepares,  
 63 packages, serves, vends or otherwise provides food for human consumption as set  
 64 forth in the State Health Code.  
 65
- 66
- 67           e. Mobile Food Vehicle shall mean a food establishment that is located upon a  
 68 vehicle, or which is pulled by a vehicle, where food or beverage is cooked,  
 69 prepared and served for individual portion service, such as a mobile food kitchen;  
 70
- 71           f. Mobile Food Truck shall mean a mobile food vehicle.  
 72
- 73
- 74           g. Mobile Food Commissary shall mean a licensed food establishment that a mobile  
 75 food truck reports to twice daily for all food and supplies and for all cleaning and  
 76 sanitizing of units and equipment.

8-13-04

77 **5.44.020 Scope**

78 a. The provisions of this section shall apply to mobile food operations engaged in  
 79 the business of cooking, preparing, and distributing food or beverage with or  
 80 without charge from mobile food trucks on or in public, private or restricted  
 81 spaces. This section shall not apply to canteen, coffee, or ice cream trucks that  
 82 move from place to place and are stationary in the same location for no more than  
 83 thirty (30) minutes at a time or food vending push carts and stands.

84

85 b. The provisions of this section shall not apply to mobile food operations that  
 86 receive a temporary event permit issued by the Public Works Department.

87 **5.44.030 Mobile Food Trucks Committee**

88 a. The Safety Services Committee of the City Council with assistance from the  
 89 Public Works Department, the Transportation Department, the Inspectional  
 90 Services Department, the Police Department, the Fire Department, the  
 91 Director of Food Initiatives and the Assessing Department for the purpose of  
 92 reviewing applications for mobile food truck permits and establishing rules  
 93 and regulations as appropriate.

94

95 b. The City Council will develop acceptable routes of operation throughout the  
 96 city and establishing industry standards, such as the use of global positioning  
 97 system (GPS) devices and other matters and creates Zones or areas for the  
 98 establishment of locations for food trucks.

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c. The Committee may work with applicants for Mobile Food Truck permits and  
 renewals to encourage the following:

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- i. Sustainable and environmentally friendly practices, including the use of energy-efficient vehicles,
- ii. Charitable components to the business of operation,
- iii. School nutrition programs or healthy food choices,
- iv. Programs for children or the homeless,
- v. Other socially responsible practices and programs,
- vi. Routes that provide access to underserved neighborhoods of the city, and
- vii. The use of food commissaries within the city.

113 **5.44.040 Mobile Food Truck Permit Required**

8-13-04

114 a. No person or business entity, including a religious or charitable  
 115 organization, shall operate a mobile food truck in any public, private or  
 116 restricted space without a permit issued by the Committee.

117 b. A mobile food truck permit is required for each and every mobile food  
 118 truck.

119 ***5.44.050 Application for a Mobile Food Truck permit***

120 a. Single Application. There shall be made available by the City Clerk a  
 121 single application form to apply for each mobile food truck permit. The  
 122 application shall provide the following:

123 1. A description of necessary inspections and fees;

124 2. A description of areas of the City where the operation of mobile  
 125 food trucks are  
 126 limited or prohibited;

127 b. Submission of Materials. Each application shall indicate on its face, in addition to  
 128 other requirements as may be determined by the Committee, that the following  
 129 materials must be submitted by the applicant:

130 c.

131 1. The name of the business and its owner or owners and the mailing  
 132 address of the business,

133 2. A description of the proposed business plan for the mobile food truck  
 134 operation,

135 3. A proposed service route and hours of operation with a detailed  
 136 schedule of times and locations where the mobile food truck will be  
 137 stationary and serving food,

138 4. Certification that the vehicle has passed all necessary inspections  
 139 required by the Cranston Fire Department and RI Motor Vehicle  
 140 Registry ,

141 5. Proof that the Mobile Food Truck will be serviced by a mobile food  
 142 commissary,  
 143

144 6. Proof of access to restroom facilities with flushable toilets and access  
 145 to hand washing facilities for the use of the mobile food truck  
 146 employees within five hundred (500) feet of each location where the  
 147  
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8-13-04

151 mobile food truck will be in operation for more than one (1) hour in  
152 any single day, and

153

154 7. A certificate of insurance providing general liability insurance listing  
155 the City as additionally insured. A food truck permit shall be issued  
156 only for the explicit time period covered by the effective dates of the  
157 general liability insurance policy.

158

159 d. Approval Process. An application must be submitted to the City Clerk of, who  
160 shall then forward the application to the Safety Services Committee for  
161 review. The application must receive the approval of each of the Departments,  
162 based on duly published criteria established by the Committee, prior to its  
163 final approval and the issuance of a permit by the City Clerk.

164

165 1. The Committee may work with the applicant or permit holder to  
166 modify a service route or location at any time (i) before the issue of a  
167 permit or (ii) after the issue of a permit, if the grant of a permit or  
168 approval of a service route has led to the creation of a nuisance or  
169 otherwise endanger the public health, safety, or order or by request of  
170 the permit holder.

171

172 2. Within sixty (60) days of the submission of a completed application,  
173 the Safety Services Committee City Council shall review and either  
174 approve or deny the application and send their Recommendation to  
175 the full Council.

176

177 3. If the application is denied in whole or in part, the Committee shall  
178 state the specific reasons for the denial

179

180

#### ***5.44.60 itation on the Number of Permits***

181 The Committee may from time to time set a limit on the number of total permits that may  
182 be issued or renewed per year; provided, however, that no more than ten percent (10%) of  
183 total permits or five (5) permits, whichever is greater, may be issued to a single person or  
184 business entity or both. Upon receipt of application, the Commissioner or his or her  
185 designee shall advise the applicant whether or not the limitation has been met.

8-13-04

186 **5.44.070 Permit Renewal**

- 187 a. Every mobile food truck permit, unless suspended or revoked by the Committee for  
 188 a violation of any provision of this section or other rule or regulation promulgated  
 189 for the implementation of this section, shall be renewed annually given that a  
 190 renewal fee is paid within thirty (30) days after its one year expiration, at which time  
 191 the permit holder shall forfeit the right to renew and the permit may be made  
 192 available to another applicant for new permit if the limitation on the number of  
 193 permits has not been reached.
- 194 b.
- 195 c. The renewal of a permit does not also guarantee renewal of the previously  
 196 approved route. The Committee reserves the right to add, remove, and reapportion  
 197 available locations among mobile food truck operations at renewal.

198 **5.44.080 Rules and Regulations**

- 199 a. General. The Committee members are hereby authorized to promulgate, both  
 200 jointly and within their respective departments, additional rules and  
 201 regulations appropriate for the implementation of this section, and, if  
 202 necessary, work with other agencies and departments of the city and state to  
 203 establish a streamlined process for the permitting of mobile food trucks;  
 204 provided, however, that such rules and regulations are not inconsistent with  
 205 the following limitations and restrictions:
- 206
- 207 1. No operator of a mobile food truck shall park, stand, or move a vehicle  
 208 and conduct business within areas of the city where the permit holder  
 209 has not been authorized to operate;
- 210
- 211 2. No permit holder shall possess a permit for a mobile food truck that is  
 212 not in operation for a period of more than fourteen (14) days without  
 213 duly notifying and obtaining approval from the Committee.
- 214
- 215
- 216 3. The issuance of a permit does not grant or entitle the exclusive use of  
 217 the service route, in whole or in part, to the mobile food truck permit  
 218 holder, other than the time and place as approved for the term of the  
 219 permit;;
- 220
- 221 4. No mobile food truck shall provide or allow any dining area, including  
 222 but not limited to tables, chairs, booths, bar stools, benches, and  
 223 standup counters, unless a proposal for such seating arrangements is  
 224 submitted with the permit application and approved by Committee.

8-13-04

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5. Consumers shall be provided with single service articles, such as plastic forks and paper plates, and a waste container for their disposal. All mobile food trucks shall offer a waste container for public use that the operator shall empty at his own expense.
  6. The permit holder must keep an accurate log indicating that the mobile food truck is serviced at least twice daily by a mobile food commissary for all food, water and supplies and for all cleaning and servicing operations, including the emptying and cleaning of waste containers.
  7. No mobile food truck shall make or cause to be made any unreasonable or excessive noise in violation of City Code.
  8. A mobile food truck may not operate on public property unless the Safety Services Committee and the Departments have otherwise granted approval on the permit application for its operation at the particular location during specific times.
  9. All mobile food trucks must be equipped with a permanently mounted global positioning system (GPS) device that meets rules and regulations established by the Committee or its members.
  10. For mobile food trucks on public property, the City reserves the right to temporarily move a mobile food truck to a nearby location if the approved location needs to be used for emergency purposes, snow removal, construction, or other public benefit.
- b. Inspectional Services. The City Department shall ensure compliance with all state and local ordinances.
  - c. Fire Department. The Cranston Fire Department shall promulgate rules and regulations for the inspection of mobile food trucks and to ensure compliance

8-13-04

258 with all applicable federal, state, and local fire safety statutes, regulations,  
259 ordinances, and codes.

260 **5.44.090 Permit Fees**

- 261 a. Application Fee. The application fee for a permit or a renewal of a permit  
262 granted by the Committee for the operation of a mobile food truck shall be  
263 five hundred dollars (\$250.00).  
264
- 265 b. Annual Fee. An annual fee shall be required for the issuance or renewal of a  
266 mobile food truck permit based on a taxable market valuation of city property  
267 by the Assessing Department, including sidewalks, from which mobile food  
268 trucks will stand according to a route of operation submitted with an  
269 application for a mobile food truck permit. Nothing in this section shall  
270 prohibit the Committee from designating zones throughout the city for the  
271 purposes of establishing fees and rates.

272

273 **5.44.100 Prohibition Against the Transfer of a Permit.**

- 274 a. Transfers for value prohibited. No person holding a permit for a mobile food  
275 truck shall sell, lend, lease or in any manner transfer a mobile food truck  
276 permit for value.  
277
- 278 b. Nonvalue transfers as part of the sale of a business. Notwithstanding  
279 subsection 1.10(a), a permit holder may transfer a permit as part of the sale of  
280 a majority of the stock in a corporation holding such permit, as part of the sale  
281 of a majority of the membership interests of a limited liability company  
282 holding such permit, or as part of the sale of a business or substantially all of  
283 its assets; provided that there shall be no allocated or actual value for the  
284 transfer of the permit.  
285  
286
- 287 1. Prior to any such transfer, the transferor shall notify the Committee in  
288 writing and the transferee shall submit a food truck permit application  
289 for approval to the Committee pursuant to the process set forth in  
290 subsection 17-10.5 and any additional rules and regulations  
291 promulgated by the Committee.  
292
- 293 2. Any such transfer shall be subject to the terms and conditions of the  
294 original permit.

8-13-04

295

296 c. Unauthorized transfer voids permit. Any unauthorized transfer or attempt to  
 297 transfer a permit shall automatically void such permit. Whoever violates this  
 298 provision, including both the transferor and transferee, shall be subject to a fine of  
 299 three hundred (\$300) dollars, pursuant to section 17-10.12(a). The unauthorized  
 300 transfer or attempt to transfer of each permit shall constitute a separate violation.

#### 301 ***5.44.110 Operation of Mobile Food Trucks***

302 a. Operation without permit. Any mobile food truck being operated without a  
 303 valid mobile food truck permit issued by the Commissioner shall be deemed a  
 304 public safety hazard and may be ticketed and impounded.

305

306 b. Unattended Vehicles prohibited. No mobile food truck shall be parked on the  
 307 street overnight, or left unattended and unsecured at any time food is kept in  
 308 the mobile food truck. Any mobile food truck which is found to be unattended  
 309 shall be considered a public safety hazard and may be ticketed and  
 310 impounded.

311

312 c. A mobile food truck operating outside of an approved route, at an  
 313 unauthorized location, or beyond the hours for which the operation has been  
 314 permitted shall be deemed operating without a permit in violation of this  
 315 section and may be subject to enforcement under subsection 17-10.12.

#### 316 ***5.44.120 Enforcement***

317 a. Fine for Violation. Any permit holder operating a mobile food truck or  
 318 service in violation of any provision of this section or any rules and  
 319 regulations promulgated by the Committee may be subject to a fine of  
 320 three hundred (\$300.00) dollars per day. Each day of violation shall  
 321 constitute a separate and distinct offense.

322 Revocation, Suspension, Modification. Once a permit has been issued it  
 323 may be revoked, suspended, modified, or not renewed by the Committee  
 324 for failure to comply with the provisions of this section or any rules and  
 325 regulations promulgated by the Committee.

326 c. Revocation, Suspension, Modification. Once a permit has been issued it may  
 327 be revoked, suspended, modified, or not renewed by the Commissioner for  
 328 failure to comply with the provisions of this section or any rules and  
 329 regulations promulgated by the Committee.

330

331 1. No permit shall be revoked, suspended, modified, or not renewed  
 332 without a hearing before the Council.

8-13-04

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- d. Removal. Any permit holder found in violation of this section or any rules and regulations promulgated by the Committee may be issued a ticket for violation and the mobile food vehicle may be impounded.
- e. Enforcement. The provisions of this section or any rules and regulations promulgated by the Committee may be enforced jointly by the Cranston Police Department and the Cranston Transportation Department.

342 **5.44.130 Severability**

343 If any provision of this section is held to be invalid by a court of competent jurisdiction,  
344 then such provision shall be considered separately and apart from the remaining  
345 provisions, which shall remain in full force and effect.

346 **Section 2.** This Ordinance shall take effect upon upon thirty days followings its  
347 final adoption.

348	Positive Endorsement	Negative Endorsement (attach reasons)
349		
350	_____	_____

351	Christopher Rawson, City Solicitor Date	Christopher Rawson, City Solicitor Date
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352

353 Sponsored by: Councilman Favicchio and Councilman Botts

354 Referred to Safety Services & Licenses Committee September 9, 2013

8-13-05

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THE CITY OF CRANSTON

**ORDINANCE OF THE CITY COUNCIL**

IN AMENDMENT OF TITLE 10, CHAPTER 40 OF THE CODE OF THE CITY OF CRANSTON, 2005, ENTITLED "MISCELLANEOUS TRAFFIC REGULATIONS"

(No Tractor Trailer Parking on Cranston Street, North Side between Victoria and Dyer )

*No.*

*Passed:*

\_\_\_\_\_  
John E. Lanni, Jr., Council President

*Approved:*

\_\_\_\_\_  
Allan W. Fung, Mayor

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

**Section 1.** Chapter 10.40, entitled "Miscellaneous Traffic Regulations" is hereby amended by adding thereto the following new section:

**10.40.130 No Tractor Trailer Parking on Certain Streets—Generally.**

No tractor trailer shall park for any period of time within or upon any of the following streets or highways or parts thereof:

Cranston Street, North Side, from Victoria Avenue to Dyer Avenue.

**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 Ordinance Committee September 12, 2013



8-13-07

THE CITY OF CRANSTON

**ORDINANCE OF THE CITY COUNCIL**  
**IN AMENDMENT OF TITLE 10, CHAPTER 40 OF THE CODE OF THE CITY**  
**OF CRANSTON, 2005, ENTITLED "TRAFFIC REGULATIONS FOR SPECIFIC**  
**STREETS"**  
**(Crosswalk Gansett Avenue, North Side of its intersection with \* *Appleton Berkley***  
**)Street )**

\*As amended Ordinance Committee Sept. 12, 2013

*No.*

***Passed:***

\_\_\_\_\_  
**John E. Lanni, Jr., Council President**

***Approved:***

\_\_\_\_\_  
**Allan W. Fung, Mayor**

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

**Section 1.** Chapter 10.12.250 entitled " Crosswalks Enumerated" is hereby amended as follows:

10.40. Section .250 Crosswalks Enumerated  
Across Gansett Avenue, North Side of its intersection with \* *Appleton Berkley* 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 Ordinance September 12, 2013



Allan W. Fung  
MAYOR



Lawrence J. DiBoni  
DIRECTOR

**DIVISION OF ECONOMIC DEVELOPMENT**  
CITY HALL  
869 PARK AVENUE  
CRANSTON, RHODE ISLAND 02910

**Date:** July 31, 2013

**To:** Members of the City's Finance Committee

**CC:** Mayor Fung, Jerry Cordy, Chris Rawson

**Ordinance:** Five Year Commercial Tax Incentive

Dear Members of the City's Finance Committee,

The following information is in support of CMR Enterprises, LLC (Raffa Yoga) of 19 Sharpe Drive request to take advantage of the Five Year Commercial Tax Incentive program.

The Five Year Commercial Tax Phase-In Program is intended for businesses that are renovating an existing building consisting of a total floor plan of 3000 square feet and a minimum construction cost of \$250,000 and not to exceed \$2,000,000. This tax incentive is only intended for the increase on assessment of new taxes due to the renovations.

CMR Enterprises, LLC (Raffa Yoga) must commit to increasing its employment over the course of 3 years and must submit a copy of their quarterly wage and tax reports to the Division of Economic Development.

CMR Enterprises, LLC also known as Raffa Yoga originated on Reservoir Avenue in 2001. CMR Enterprises purchased the property at 19 Sharpe Drive to expand its business.

Raffa Yoga and Urban Sweat is Rhode Island's only active relaxation center. Centering on a more holistic approach to health care, Raffa strives to put the customer first by focusing on mind, body and spirit. Recently, Raff Yoga received its first best of Rhode Island reward for their Urban Escape. Raffa Yoga is one of the most admired and sought after holistic companies on the east coast.

Raff Yoga plans on growing its staff. Currently, Raffa employs seven full time staff members and 28 independent contractors.

The City of Cranston is committed to attracting and retaining businesses and professional jobs. The Division of Economic Development is in support of the Council granting this Tax Incentive.

### Summary:

Applicant: CMR Enterprises, LLC (Raffa Yoga)

Employees: Seven full time staff members and 28 independent contractors.

Building: 12,625 Square Feet

Current Taxes: \$ 29,000

Estimated Additional Tax by Tax Assessor: \$8,500

Incentive Time Line: The incentive would allow the business to pay taxes on the building in increments for the 1<sup>st</sup> year and 2<sup>nd</sup> year at 10 %, 3<sup>rd</sup> at year at 25%, 4<sup>th</sup> year at 60%, 5<sup>th</sup> year at 75% and the 6<sup>th</sup> year and going forward at 100%.

**Note: The incentive is based on the evaluation established by the City each year of the phase in and not the first year that it is established.**

Allan W. Fung  
MAYOR



Lawrence DiBoni  
DIRECTOR

DEPARTMENT OF ECONOMIC DEVELOPMENT  
CITY HALL  
869 PARK AVENUE  
CRANSTON, RHODE ISLAND 02910

Application Requesting

TAX INCENTIVE FOR COMMERCIAL OR INDUSTRIALLY ZONED PROPERTY

1. Name & Address of Applicant: CMR Enterprises, LLC  
19 Sharpe Dr. Cranston, RI 02920
2. Location of Property: 19 Sharpe Drive Phone #: 401-463-3335
3. Assessor's Plat and Lot: 013-0081
4. Name and Address of Occupant of the Proposed Construction (if different from the applicant):  
\_\_\_\_\_
5. Estimated Cost of New Construction: \$ \_\_\_\_\_  
(Attach pertinent documentation supporting estimate: contractor agreements, invoices)
6. Describe Proposed New Facility: # of stories 1 # of sq. ft./floors 12,625.  
Type of Construction: Masonry Block & Steel  
Proposed Use of Facility: Yoga studio & Active Relaxation Wellness Center offering therapeutic services
7. Estimated Cost of Renovation/Expansion: \$350,606.83  
(Attach pertinent documentation supporting estimate)
8. Are Alterations/construction permitted under present zoning? Yes  No
9. Current Number of Employees: 8 / 31 Independent Contractors
10. Future Anticipated number of employees: 50
11. Are taxes on the property current? Yes

Application must be submitted before the issuance of the Certificate of Occupancy, from the Building Inspector, please forward your completed application to:

Lawrence DiBoni  
Director of Economic Development  
City of Cranston  
869 Park Avenue  
Cranston, RI 02910

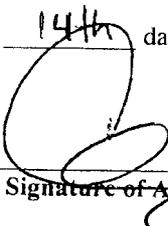
*Applications should be submitted two months prior to the issuance of the Certificate of Occupancy for processing and review of the application by City Council.*

It is the understanding of the applicants) that the incentive, if approved, is applicable only for property constructed in commercially or industrially zoned sites, where the new construction or remodeling of existing facilities; that meet the approval of the building inspector, tax assessor, city planner or their designees, and the City Council; that all current and past taxes due by the applicants) must be paid in accordance with the rules set forth by the city ordinance; that the incentive would pertain to only that portion of the assessment attributable to the new construction or renovation of new facilities; that the incentive may be revoked in the event of fraud or misrepresentation by the applicants).

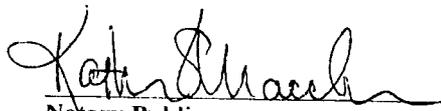
Under penalties of perjury I declare that I have examined this application to the best of my knowledge and belief it is true, correct and complete.

In Witness Whereof, I have hereunto set my hands this

14th day of May AD, 2013.

  
Signature of Applicant

Signed before me this 14 day of May AD, 2013 in the State of  
Rhode Island, Providence County, and City of Cranston

  
Notary Public

My Commission Expires 6/2018.

PETITION OF THE NATIONAL GRID  
FOR POLE LOCATIONS

12 JUN 2013  
RETURN TO NECO

TO THE HONORABLE \_\_\_\_\_ TOWN COUNCIL  
OF CRANSTON \_\_\_\_\_ RHODE ISLAND  
THE NATIONAL GRID

Respectfully asks permission to locate and maintain poles, wires and fixtures,  
including the necessary sustain and protecting fixtures to be owned by your  
petitioner along and across the following public ways:  
MIDVALE AVENUE PROPOSE NEW SO POLE LOCATION

Wherefore your petitioner request that they be granted locations for and permission to erect and  
maintain poles and wires together with such sustaining and protecting fixtures as it may find  
necessary, poles to be located in accordance with the plan filed herewith marked: 15057981

DATED 6/24/2013

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

THE NATIONAL GRID

BY John Castro  
John Castro, Engineering / AS

ORDER

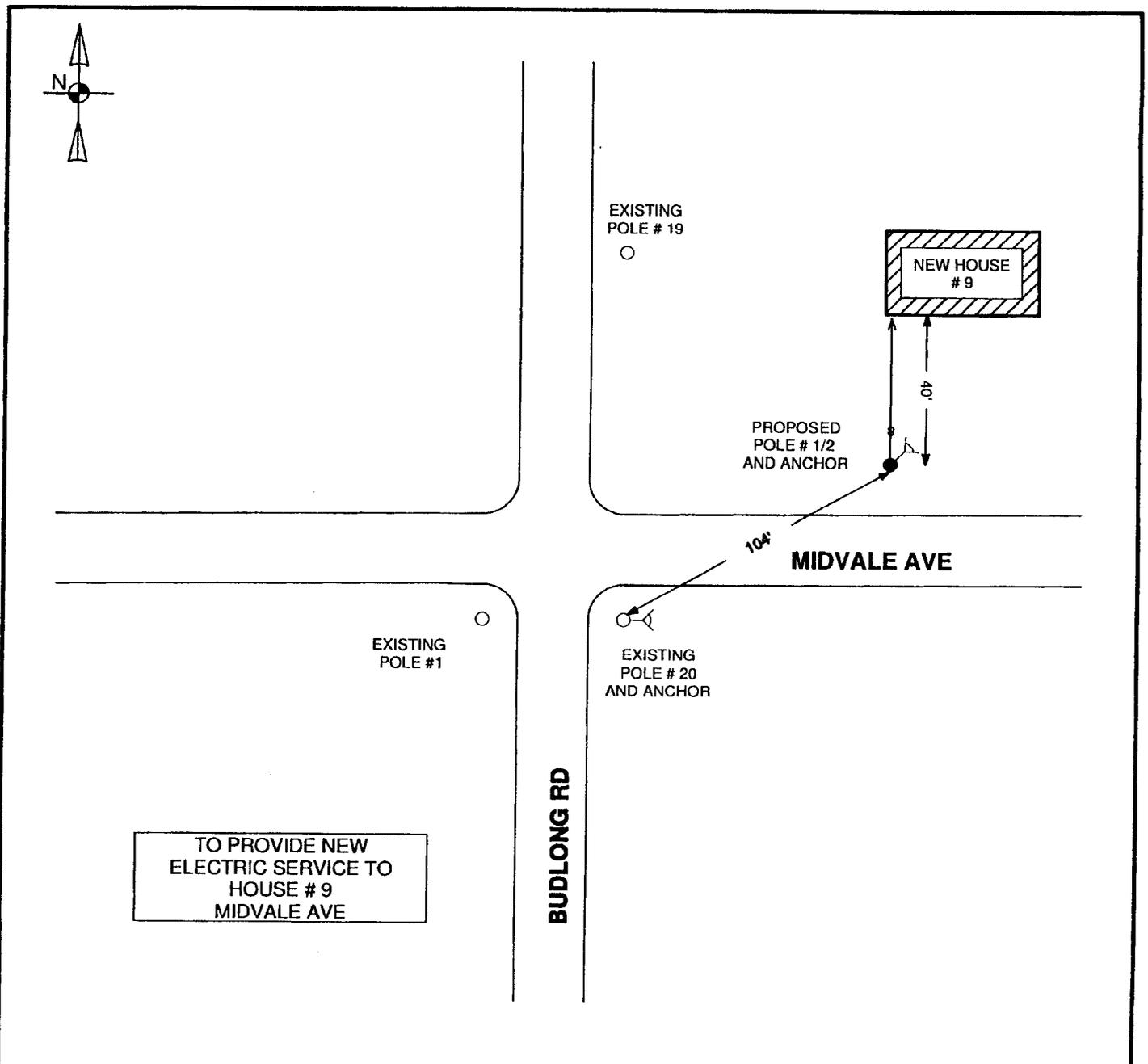
The foregoing petition having been read it was voted that the consent of the

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

A true copy of the vote at the \_\_\_\_\_

Adopted \_\_\_\_\_ and recorded in Records Book# \_\_\_\_\_ Page# \_\_\_\_\_

\_\_\_\_\_  
CLERK



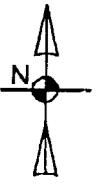
POLE PETITION	
● Proposed Pole Locations	<p><b>nationalgrid</b></p> <p>Date: JUNE 24, 2013</p> <p>Plan Number: WR # 15057981</p> <p>To Accompany Petition Dated: 6/24/2013</p> <p>To The: CITY Of CRANSTON</p> <p>For Proposed: NEW Pole: 1/2 Location: SEE DIAGRAM</p> <p>Date Of Original Grant:</p>
⊙ Existing Pole Location To Be Made J.O.	
⓪ Existing Electric Co. Pole Locations	
⊖ Existing Telephone Co. Pole Locations	
○ Existing Joint Pole Locations	
⊗ Existing Pole Locations To Be Abandoned	
DISTANCES ARE APPROXIMATE	



JAN 17 1997 07:39 FR

TO 9438859

P.04/04



CRANSTON ST

CAROLINA ST

P214-60

POLE 1

POLE 2

88 FT

84 FT

1102

PETITION FOR NEW POLE 1  
CAROLINA ST TO PROVIDE NEW UG  
SERVICE TO 1102 CRANSTON ST

NGRID WR # 15199530

<b>JOINT OWNED POLE PETITION</b>		<b>nationalgrid</b> And <b>Verizon New England, Inc.</b>	
● Proposed NGRID Pole Locations		Date:	8/7/13
○ Existing NGRID Pole Locations		Plan Number:	PETITION # 207264
⊙ Proposed J.O. Pole Locations		To Accompany Petition Dated:	
⊖ Existing J.O. Pole Locations		To The:	CITY Of CRANSTON
⊕ Existing Telephone Co. Pole Locations		For Proposed:	NEW Pole: 1 Location: CAROLINA ST
⊗ Existing NGRID Pole Location To Be Made J.O.		Date Of Original Grant:	
⊗ Existing Pole Locations To Be Removed			
DISTANCES ARE APPROXIMATE			

CITY OF CRANSTON

RESOLUTION OF THE CITY OF CRANSTON

AUTHORIZING THE CITY OF CRANSTON PUBLIC WORKS DEPARTMENT TO DESIGNATE THE COMMEMORATIVE NAME "OLIVIA CULPO WAY" ON ALBERT AVENUE STREET SIGNS

No.

Passed

John E. Lanni, Jr., Council President

Resolved, That

WHEREAS, there currently exists, in the eastern side of the City of Cranston, between Broad Street and Narragansett Boulevard, a street known and identified as "Albert Avenue."

WHEREAS, the street know as "Albert Avenue" shall now include the commemorative name of "Olivia Culpo Way".

WHEREAS, the official name of Albert Avenue shall remain the same, and for purposes relating to all emergency response systems, continue to be know as Albert Avenue.

NOW, THEREFORE, BE IT RESOLVED THAT, Albert Avenue shall hereby include the commemorative name "Olivia Culpo Way".

Sponsored by: Councilman Michael W. Favicchio
Councilman Donald Botts, Jr.

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

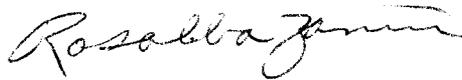
**RIDOT Police Detail MOA (Awaiting Executed Copy) [[click to view](#)]**

**City Clerk** stated that the executed copy had been received..

The meeting adjourned at approximately 9 P.M.



Maria Medeiros Wall, JD  
City Clerk



Rosalba Zanni  
Assistant City Clerk/Clerk of Committees  
(from audio recording)

(See Stenographic Notes of Ron Ronzio, Stenotypist)