

*(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

**-JULY 28, 2014-**

Regular meeting of the City Council was held on Monday, July 28, 2014 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, Council Majority Leader Archetto, Councilmen Aceto, Santamaria, Council Minority Leader Favicchio, Council Vice-President Farina and Council President Lanni -7.

Absent: Councilmen Stycos and Botts -2.

Also Present: Carlos Lopez, Chief of Staff; Jeffrey Barone, Director of Constituent and Government Affairs; Evan Kirshenbaum, Assistant City Solicitor; Robert Strom, Finance Director; Ken Mason, Director of Public Works; Anthony Moretti, City Council Internal Auditor; Patrick Quinlan, City Council Legal Counsel.

On motion by Council Vice-President Farina, seconded by Councilman Santamaria, it was voted to dispense with the reading of the minutes of the last meeting and they stand approved as recorded. Motion passed on a vote of 7-0. The following being recorded as voting "aye": Councilwoman Lee, Council Majority Leader Archetto, Councilmen Aceto, Santamaria, Council Minority Leader Favicchio, Council Vice-President Farina and Council President Lanni -7.

### **I. PUBLIC ACKNOWLEDGEMENTS AND COMMENDATION**

**CRANSTON HIGH SCHOOL WEST VALEDICTORIAN – ALEXANDRA SMITH**

**CRANSTON HIGH SCHOOL EAST VALEDICTORIAN – EMMA MEHARG**

**Council Vice-President Farina** presented Citations to Ms. Smith and Ms. Meharg.

**Council President Lanni** recognized Senator Frank Lombardi in the audience.

### **II. PUBLIC HEARINGS**

(limited to docketed matters)

**James Saccoccio**, 76 Midvale Ave., appeared to speak and stated that at last month's Council meeting, he informed the Council of his concerns regarding a house at 81 Midvale Ave., which was condemned in December. He has been complaining to the Mayor's Office regarding his concerns as this is a safety hazard in the neighborhood and nothing has been done. He called Susan Hogan of Channel 12 today and she will be following up on this. All he is asking for is the City to close up access to this property. The City is looking at a multi-million dollar lawsuit if someone gets hurt on this property.

**Councilman Santamaria** stated that he had listed under "Council Member Communications" Administration report on status of 81 Midvale Ave. He asked that this be taken out of order for a report from the Administration.

On motion by Councilman Santamaria, seconded by Councilwoman Lee, it was voted to take out of order the status update from Administration regarding razing the home at 81 Midvale Ave. Motion passed on a vote of 7-0. The following being recorded as voting "aye": Councilwoman Lee, Council Majority Leader Archetto, Councilmen Aceto, Santamaria, Council Minority Leader Favicchio, Council Vice-President Farina and Council President Lanni -7.

**Mr. Saccoccio** stated that the street is cracking and the basement of the house is a 2' drop. He also stated that there is methane gas odor coming from the property. This is dangerous.

**Mr. Barone** stated that this being reviewed by the Solicitor to see if the house can be razed. The house is in receivership. It has been secured and safety measures have been taken. A fence will be installed this week closing off access to the property.

**Councilman Aceto** asked if there are any laws in our Code of whether the City can take this property by eminent domain. This may be a quicker way to address this issue. Assistant Solicitor Kirshenbaum stated that he will have to check with the Solicitor regarding this. Mr. Quinlan stated that eminent domain is a long process and you would have to pay fair market value on the property. You would still have to go through the Courts for eminent domain.

**Councilman Aceto** stated that if methane gas is emitting from this home, maybe the Fire Department should check into this.

**Council President Lanni** asked that this item be placed on the Safety Services and Licenses Committee agenda for discussion.

**Trisha Gilmore**, 4 Pepper Mill Lane, appeared to oppose to proposed Ordinance 6-14-1.

**Sean Gately**, 14 Owl Ct., appeared to oppose to proposed Ordinance 6-14-1.

**Stephanie Kaffenberger**, 1 Pepper Mill Lane, appeared to oppose to proposed Ordinance 6-14-1.

**Lambert Carabitses**, 9 Pepper Mill Lane, appeared to oppose to proposed Ordinance 6-14-1.

**Senator Frank Lombardi**, appeared to speak as Senator for the area, attorney who does some Zoning work and also as a resident of Western Cranston. He stated that he received some calls from area residents with concerns regarding this Zone Change request and they are all strongly opposed to this. He asked that the City Council consider public health and public safety of the children in this neighborhood. What the Council is being asked to do is take a dense area of high quality homes and add seven additional homes. He urged the Council not to approve this project.

**Jennifer Edoro**, 14 Basil Crossing, appeared to oppose to proposed Ordinance 6-14-1.

**Greg Silva**, 16 Pepper Mill Lane, appeared to oppose to proposed Ordinance 6-14-1.

**Alex Gemma**, 21 Dove Ct., appeared to oppose to proposed Ordinance 6-14-1 and stated that his primary concern is water runoff.

**Ken Gladding**, 10 Jay Ct., appeared to oppose to proposed Ordinance 6-14-1 and stated that this Zone Change will affect property taxes and values.

**Robert Murray, Esq.**, appeared to represent applicants of this Zone Change request and stated that changing the Zone will be comparable to all other homes in Alpine Estates. The extension of Pepper Mill Lane was proposed and has been planned since 1986. This proposal is consistent with the Comprehensive Plan. All the concerns addressed this evening by the neighbors are premature, although they are germane. All that is being considered this evening is the rezoning.

**Paul McDonald**, 21 Jay Ct., appeared to oppose to proposed Ordinance 6-14-1 and stated that one major concern of his is there are children in the neighborhood who are handicapped that this will impact and indicated that there are no sidewalks on Alpine Estates.

### **III. RESOLUTIONS**

None.

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

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

#### **6-14-01 ORDINANCE IN AMENDMENT OF CH. 17 OF THE CODE OF THE CITY OF CRANSTON, 2005 ENTITLED 'ZONING' (Change of Zone – Extension of Pepper Mill Lane)**

On motion by Councilman Aceto, seconded by Council Vice-President Farina, it was voted to deny this Ordinance.

Under Discussion:

**Council Minority Leader Favicchio** stated that the Zoning for this property has technically already been changed through the Comprehensive Plan when it was approved by the Council and the State.

**Council Vice-President Farina** stated that he was not on the Council in 2010 and 2012 when the Comprehensive Plan was approved and he did not vote for it. When he looks at these types of requests, he does not just take into consideration the amount of taxes people pay in that particular area, he takes into consideration all concerns that the constituents bring up.

**Councilwoman Lee** stated that the Comprehensive Plan is just that, it is a Plan, not a mandate. We should not be increasing the density of this area.

**Council Majority Leader Archetto** stated that the Comprehensive Plan is a general outline. He will vote to deny.

**Councilman Aceto** stated that the City Council was elected to represent the people. If he had to choose between upholding the law and representing his constituents, he would vote to represent his constituents.

**Mr. Quinlan** stated that he believes it is within the City Council discretion to approve or not approve the question before the Council this evening.

On motion by Councilman Aceto, seconded by Council Vice-President Farina, it was voted to move the question. Motion passed on a vote of 6-1. The following being recorded as voting "aye": Councilwoman Lee, Councilmen Aceto, Santamaria, Council Minority Leader Favicchio, Council Vice-President Farina and Council President Lanni -6. The following being recorded as voting "nay": Council Majority Leader Archetto -1.

Roll call was taken on motion to deny the above Ordinance and motion passed on a vote of 6-1. The following being recorded as voting "aye": Councilwoman Lee, Council Majority Leader Archetto, Councilmen Aceto, Santamaria, Council Vice-President Farina and Council President Lanni -6. The following being recorded as voting "nay": Council Minority Leader Favicchio -1.

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

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

On motion by Councilman Aceto, seconded by Councilwoman Lee, the above Resolution was adopted on a vote of 7-0. The following being recorded as voting "aye": Councilwoman Lee, Council Majority Leader Archetto, Councilmen Aceto, Santamaria, Council Minority Leader Favicchio, Council Vice-President Farina and Council President Lanni -7.

**RESOLUTION AUTHORIZING MOTOR VEHICLE TAX ABATEMENTS**

On motion by Councilman Aceto, seconded by Council Minority Leader Favicchio, the above Resolution was adopted on a vote of 7-0. The following being recorded as voting "aye": Councilwoman Lee, Council Majority Leader Archetto, Councilmen Aceto, Santamaria, Council Minority Leader Favicchio, Council Vice-President Farina and Council President Lanni -7.

**CLAIMS COMMITTEE**  
**(Councilwoman Sarah Kales Lee, Chair)**

**REPORT OF SETTLED CLAIMS (*Informational purposes only*):** Brittnei Fenchel \$79.96 vehicle damage; Debra Podbros \$50.00 mailbox; Frank Lombardo \$107.42 vehicle damage; John & Rita Peiczarek \$150.00 vehicle damage.

No action needed.

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

**Andrew Vose** asked for clarification of whether it is mandatory or not that residents allow the Revaluation Company to enter into the homes to conduct an assessment. He stated that he received a letter giving him five days to respond to make an appointment with the company to have them enter the home. Mr. Lopez stated that the resident is not required to let them into the home. If the inspectors are not allowed into the home, they will do an exterior revaluation of the property will be done and if the resident feels it is not accurate, he will have to appeal it to the Tax Assessment Board of Review.

**VI. ELECTION OF CITY OFFICIALS**

**ZONING BOARD OF REVIEW:**

- **APPOINTMENT OF PAULA MCFARLAND – Fourth Alternate Council**  
*President Lanni, Councilmen Aceto and Archetto*

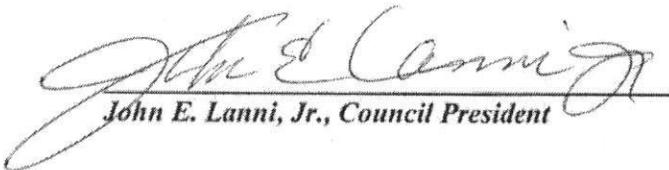
On motion by Council Majority Leader Archetto, seconded by Councilman Aceto, it was voted to appoint **Paula McFarland** as Fourth Alternate member of the Zoning Board of Review. Motion passed on a vote of 7-0. The following being recorded as voting "aye": Councilwoman Lee, Council Majority Leader Archetto, Councilmen Aceto, Santamaria, Council Minority Leader Favicchio, Council Vice-President Farina and Council President Lanni -7.

THE CITY OF CRANSTON

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

No. 2014-30

*Passed:*  
July 28, 2014

  
*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  
801 PARK AVE  
CRANSTON, RI 02910

SALVATORE SACCOCCIO JR.  
CITY ASSESSOR

DAVID COLE  
DEPUTY ASSESSOR

MEMO

DATE: July 3, 2014  
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, 2012	223,662	7,552.58
December 31, 2013	<u>757,338</u>	<u>23,008.45</u>
Totals:	981,000	30,561.03

  
Salvatore Saccoccio Jr.  
City Assessor

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City of Cranston  
2013 Abatement List

1 0331805001 990-3318-650  
Location 80 DEBBIE DR  
COSTA ANN M  
ANN M COSTA  
80 DEBBIE DR  
CRANSTON RI 02921

	Value	Tax
Original	173200	5933.83
OUT OF BUSINES	173200	5933.83
Adjusted		

2 0419307001 005-1860  
Location 114 FLORIDA AV  
DABBRACCIO ANN M & DABBRACCIO  
114 FLORIDA AVE  
CRANSTON RI 02920

	Value	Tax
Original	112083	2559.50
Exemption Omit	579	13.22
Adjusted	111484	2546.26

3 0815234501 990-8152-345  
Location 1515 ELMWOOD AV  
HOPE WELDING  
NATHAN CAMPAGNA  
26 BENEDICT ROAD  
WARWICK RI 02888

	Value	Tax
Original	4000	137.04
OUT OF BUSINES	4000	137.04
Adjusted		

4 1430250001 991-4382-896  
Location 1150 RESERVOIR AV  
NIKOLICH DENNIS J MD  
NIKOLICH DENNIS J  
1150 RESERVOIR AVE  
CRANSTON RI 02920

	Value	Tax
Original	42863	1468.48
OUT OF BUSINES	42863	1468.48
Adjusted		.01

5 2208049001 092-2080-490  
Location  
US SECURITIES ASSOCIATES INC  
US SECURITY ASSOCIATES, INC  
200 MANSELL CT - 5TH FLR  
ROSWELL GA 30078

	Value	Tax
Original	3020	103.46
OUT OF BUSINES	3020	
Adjusted		103.46

0008000000  
Location

	Value	Tax
Original		
Adjusted		

	Value	Tax	
Original	335146	10202.31	
Abatements	223662	7552.58	on 5 Accounts
Adjusted	111484	2649.73	

City of Cranston  
2014 Abatement List

1 0111905501 990-1119-055  
Location 266 PARK AV  
ALEX'S AUTO REPAIR LLC  
SIMONIAN ALEXANDER  
266 PARK AVE  
CRANSTON RI 02910

	Value	Tax
Original :	13401	459.11
OUT OF BUSINESS :	13401	459.12
Adjusted :		-.01

2 0225326001 027-0072  
Location 72 NELSON RD  
BENVENUTI ANTONIA LIFE ESTATE  
72 NELSON RD  
CRANSTON RI 02921

	Value	Tax
Original :	199099	4547.41
Exemption Omit :	7743	176.85
Adjusted :	191356	4370.56

3 0230326501 990-2303-265  
Location 262 PHENIX AV  
BTN DEVELOPMENT LLC  
C/O CHRIS BOGONE  
159 BEECHWOOD DRIVE  
CRANSTON RI 02921

	Value	Tax
Original :	4900	167.87
OUT OF BUSINESS :	4900	167.87
Adjusted :		

4 0331694801 990-3316-046  
Location 71 HILLSIDE RD  
CARTER'S BABIES & KIDS  
CARTER INC  
71 HILLSIDE RD  
CRANSTON RI 02920

	Value	Tax
Original :	160090	3428.00
LISTING ERROR :	24815	650.16
Adjusted :	75185	2575.84

5 0324185501 990-3241-855  
Location 1476 PARK AV  
CLIP JOINT THE  
CASSITY BETTY  
1476 PARK AVE  
CRANSTON RI 02920

	Value	Tax
Original :	8108	209.26
OUT OF BUSINESS :	8108	209.26
Adjusted :		

6 0331865001 990-3318-650  
Location 80 DEBBIE DR  
COSTA ANN M  
ANN M COSTA  
80 DEBBIE DR  
CRANSTON RI 02921

	Value	Tax
Original :	173200	5933.83
OUT OF BUSINESS :	173200	5933.83
Adjusted :		

7 0419307001 088-1860  
Location 114 FLORIDA AV  
DABBRACCIO ANN M & DABBRACCIO  
114 FLORIDA AVE  
CRANSTON RI 02920

	Value	Tax
Original :	112063	2559.60
Exemption Omit :	579	13.22
Adjusted :	111484	2546.28

8 0418511001 002-3181  
Location 26 FERNCREST AV  
DAVIS KATHLEEN C  
26 FERNCREST AVE  
CRANSTON RI 02910

	Value	Tax
Original :	134300	3067.41
Exemption Omit :	23681	536.76
Adjusted :	110799	2530.65

9 0419701001 990-4197-010  
Location VARIOUS ST  
DEERE CREDIT INC  
C/O PROPERTY TAX DEPT  
PO BOX 14505  
DES MOINES IA 50306

	Value	Tax
Original :	4950	169.58
OUT OF BUSINESS :	4950	169.59
Adjusted :		-.01

City of Cranston  
2014 Abatement List

10 0611093001 004-0017  
Location 9 MAYFLOWER DR  
FAZZIO BARBARA TRUSTEE  
9 MAYFLOWER DR  
CRANSTON RI 02905

	Value	Tax
Original :	180408	4129.33
Exemption Omit :	23501	536.78
Adjusted :	156899	3583.57

11 0610192501 025-0446  
Location 10 CAROLE CT  
FELIX JOSE D  
FELIX GABRIELA S TE  
10 CAROL CT  
CRANSTON RI 02921

	Value	Tax
Original :	227327	5192.14
Exemption Omit :	7478	170.60
Adjusted :	219849	5021.34

12 0611252501 005-0055  
Location 322 MAGNOLIA ST  
FLORENCE M DIBONA IRREVOCABLE  
322 MAGNOLIA ST  
CRANSTON RI 02910

	Value	Tax
Original :	131900	3012.56
Exemption Omit :	31338	715.76
Adjusted :	100562	2296.83

13 0714584001 011-3178  
Location 144 GLEN RIDGE RD  
GESSMAN NORMAN C TRUSTEE  
144 GLEN RIDGE RD  
CRANSTON RI 02920

	Value	Tax
Original :	338000	7537.29
Exemption Omit :	17935	409.64
Adjusted :	312065	7127.56

14 0713471501 015-1326  
Location 17 HIBISCUS DR  
GIRARD WILLIAM T  
GIRARD DEBORAH A NOTARIANNI  
17 HIBISCUS DRIVE  
CRANSTON RI 02920

	Value	Tax
Original :	160700	4127.16
Exemption Omit :	23501	536.78
Adjusted :	137199	3590.42

15 0815067501 990-8150-075  
Location 2220 PLAINFIELD PK  
HEALTH SERVICES ADMINISTRATORS  
MASS BUSINESS ASSOC LLC  
135 WOOD RD  
BRAintree MA 02184

	Value	Tax
Original :	5776	197.88
OUT OF BUSINES :	5776	197.89
Adjusted :		.01

16 0815234501 990-8152-345  
Location 1515 ELMWOOD AV  
HOPE WELDING  
NATHAN CAMPAGNA  
26 BENEDICT ROAD  
WARWICK RI 02888

	Value	Tax
Original :	4800	137.04
OUT OF BUSINES :	4800	137.04
Adjusted :		

17 1108160501 604-1619  
Location 31 DENVER AV  
KERWICK ELIZABETH ANN  
DOURADO EILEEN ANNE JT  
31 DENVER AVE  
CRANSTON RI 02905-1118

	Value	Tax
Original :	142400	3252.41
Exemption Omit :	15672	357.95
Adjusted :	126728	2894.46

18 1430487501 012-2376  
Location 17 INVERNIA RD  
MANOCCHIO PAOLA  
17 INVERNIA RD  
CRANSTON RI 02920

	Value	Tax
Original :	120999	2763.61
Exemption Omit :	11868	271.02
Adjusted :	109133	2492.59

City of Cranston  
2014 Abatement List

19 1432189501 991-4321-895  
Location VARIOUS ST  
MERCEDES BENZ US INTL INC  
C/O DMA  
PO BOX 88615  
INDIANAPOLIS IN 46280

	Value	Tax
Original :	17020	583.18
Exemption Omit :	17020	583.11
Adjusted :		.01

20 1430259001 991-4302-590  
Location 1150 RESERVOIR AV  
MIKOLICH DENNIS J MD  
MIKOLICH DENNIS J  
1150 RESERVOIR AVE  
CRANSTON RI 02920

	Value	Tax
Original :	42043	1440.39
OUT OF BUSINESS :	42043	1440.39
Adjusted :		

21 1705745001 008-2356  
Location 24 HEMALIN RD  
PECK HELEN B  
24 HEMALIN ROAD  
CRANSTON RI 02910

	Value	Tax
Original :	66263	2198.63
Exemption Omit :	30081	687.05
Adjusted :	66182	1511.58

22 1717357901 991-7173-575  
Location 11 SHARPE DR  
PENSKE TRUCK LEASING CO LP  
PERSONAL PROP TAX DEPT  
P O BOX 1321  
READING PA 19603

	Value	Tax
Original :	2164955	74171.35
LISTING ERROR :	132050	4524.03
Adjusted :	2032905	69647.32

23 1717464001 991-7174-640  
Location 41 WEBB ST  
PURE BEVERAGE SYSTEMS INC  
C/O ROBERT GREENBAUM  
1015 WATERMAN AVE  
EAST PROVIDENCE RI 02914

	Value	Tax
Original :	5568	190.75
OUT OF BUSINESS :	5568	190.76
Adjusted :		.01

24 1016120503 007-0678  
Location 79 GLADSTONE ST  
RHODE ISLAND HOUSING & MORTGAG  
44 WASHINGTON ST  
PROVIDENCE RI 02603-7120

	Value	Tax
Original :	160900	3674.88
Exemption Omit :	52668	1292.94
Adjusted :	108232	2472.81

25 1015801001 991-9158-010  
Location 17 JOHN ST  
RHODE ISLAND SHEET METAL LLC  
GRAVEL, THOMAS  
30 PALMER MEADOW LANE  
REHOBOTH MA 02769

	Value	Tax
Original :	13014	445.85
OUT OF BUSINESS :	13014	445.86
Adjusted :		.01

26 1014983001 991-9149-830  
Location 101 COMSTOCK PKWY  
ROBERT MERLUZZO DENTAL LAB  
MERLUZZO ROBERT  
1384 HARTFORD AVE  
JOHNSTON RI 02919

	Value	Tax
Original :	9649	330.57
OUT OF BUSINESS :	9649	330.57
Adjusted :		

27 2108713001 992-1087-130  
Location 16 GANSETT AV  
TIPICO BAR & RESTAURANT  
NATI INC  
16 GANSETT AVE  
CRANSTON RI 02620

	Value	Tax
Original :	38591	1322.12
OUT OF BUSINESS :	38591	1322.13
Adjusted :		.01

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City of Cranston  
2014 Abatement List

28 2108785501 992-1067-855  
Location VARIOUS ST  
TRT CRANSTON LLC  
C/O KEYPOINT PARTNERS LLC  
205 WEST GROVE STREET  
MIDDLEBORO MA 02346

Value Tax  
Original : 2550 87.36  
OUT OF BUSINESS : 2550 87.36  
Adjusted :

29 2208049001 992-2080-490  
Location VARIOUS ST  
US SECURITIES ASSOCIATES INC  
US SECURITY ASSOCIATES, INC  
200 MANSSELL CT - 5TH FLR  
ROSWELL GA 30076

Value Tax  
Original : 2440 83.59  
OUT OF BUSINESS : 2440 83.59  
Adjusted :

30 2412216001 011-1487  
Location 72 HYDE ST  
WAREHAM BEVERLY A  
PAOLINO CHERYL A JT  
72 HYDE STREET  
CRANSTON RI 02926

Value Tax  
Original : 150827 3444.87  
LISTING ERROR : 11400 260.36  
Adjusted : 139427 3184.49

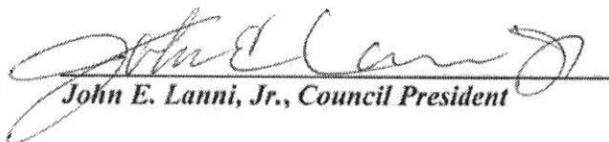
Value Tax  
Original 4775343 138853.88  
Abatements 757338 23008.45 on 30 Accounts  
Adjusted 4018005 115845.43

THE CITY OF CRANSTON

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

No. 2014-31

*Passed:*  
July 28, 2014



*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)

MEAN FUNG  
MAYOR



DIVISION OF ASSESSMENT  
869 PARK AVE  
CRANSTON, RI 02910

SALVATORE SACCOCCIO JR.  
CITY ASSESSOR

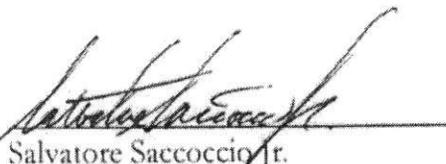
DAVID COLE  
DEPUTY ASSESSOR

## MEMO

DATE: July 3, 2014  
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	500	21.22
December 31, 2010	6,879	291.94
December 31, 2011	30,645	1,300.57
December 31, 2012	40,207	1,706.38
December 31, 2013	<u>454,016</u>	<u>19,268.43</u>
Totals:	532,247	22,588.54

  
Salvatore Saccoccio Jr.  
City Assessor

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City of Cranston  
2010 Motor Vehicle  
Abatement List

1	41005840	0000078006		00000000	0000000000	00000000	0000000000
	Vehicle 2004	KIA	CK 89	Vehicle 0000	ID	Vehicle 0000	ID
	ID KNALD124545026638						
	KI0D CHESTER S						
	113 WARREN AVE						
	Cranston RI 02920						

	Value	Tax	Original	Value	Tax	Original	Value	Tax
Original :	6,866	28.27	EXEMPTION OMITTED			Adjusted Tax:		
Adjusted Tax:		7.05	Adjusted Tax:			Adjusted Tax:		

For Tax Year: 2010

Original :	Value	Tax	
Adjusted Tax :	6666	28.27	Accounts
		21.22 on 1	
		7.05	

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City of Cranston  
2011 Motor Vehicle  
Abatement List

1	31003010	0000000988		00000000	0000000000	00000000	0000000000
	Vehicle 2008	HOWD	788416	Vehicle 0000	IO	Vehicle 0000	IO
	ID 1HQFA1658BL019861			IO			
	ADLER JEFFREY E A						
	1 WAYLAND AVENUE UNIT 308N						
	Cranston RI 02906						
	Original	Value	Tax	Original	Value	Tax	Original
	STOLEN/SOLD/JUNK/TOT	13,675	554.96	:			:
	Adjusted Tax:		291.94	Adjusted Tax:			Adjusted Tax:
			262.96				

For Tax Year: 2011

Original	Value	Tax	
:	13575	554.90	
Adjusted Tax		291.94	on 1 Accounts
:		262.96	

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City of Cranston  
2012 Motor Vehicle  
Abatement List

1	31002940	0000000996		2	38013940	0000000663		3	43040540	0000000738	
	Vehicle 2008	HOND	768418		Vehicle 2008	CHRY	CH 76		Vehicle 2006	JAYC	012399
	ID 1HQFA10508L019001				ID 2C0KAS3066H304020				ID 1UJBJ02R161EA0183		
	ADLER JEFFREY E A				HOPKINS CAROL J				MOREHEAD CYNTHIA M		
	1 WAYLAND AVENUE UNIT 309N				7 DALE DR				74 CLEVELAND AVE		
	Cranston RI 02908				Hope RI 02831				Cranston RI 02920		
	Original :	Value	Tax		Original :	Value	Tax		Original :	Value	Tax
	STOLEN/SOLD/JUNK/TOT	12,825	523.07		STOLEN/SOLD/JUNK/TOTA	11792	479.23		OUT OF COMMUNITY	9845	404.03
	Adjusted Tax:		523.07		Adjusted Tax:		373.47		Adjusted Tax:		404.03
							105.76				

For Tax Year: 2012

	Original	Value	Tax	
	:	34482	1406.33	
	Adjusted Tax	:	1300.57 on 3 Accounts	
			105.76	

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City of Cranston  
2013 Motor Vehicle  
Abatement List

1	32010400 0000010835 Vehicle 2007 FORD KO 612 ID 1FAPP34N67W188162 BENASSI GARY F 43 BOXWOOD AVE CRANSTON RI 02910	2	32027520 0000010462 Vehicle 2004 ODDG 546356 ID 4B3AG52H24E111786 BRUNO EMILY C 2 MAGGIO AVE Cranston RI 02891	3	38017230 0000070824 Vehicle 2002 FORD EH 5 ID 1FAPP53G2A232700 HURSTON ERIC B 630 OAKLAWN AVE APT 212 Cranston RI 02920
	Value Tax Original : 8,930 1,155.26 STOLEN/SOLD/JUNK/TOT 35.79 Adjusted Tax: 1,119.47		Value Tax Original : 3377 125.11 OUT OF COMMUNITY 10.03 Adjusted Tax: 115.08		Value Tax Original : 2041 65.40 STOLEN/SOLD/JUNK/TD 17.79 Adjusted Tax: 47.61
4	42006300 0000082128 Vehicle 1999 FORD L 81 ID 2FAFP74H6XX114908 LEAVENS WILLARD A 79 WARWICK AVE APT A 103 Cranston RI 02905	5	43040600 0000100108 Vehicle 2006 JAYC 012399 ID 1WJBJ02R161EAG183 MOREHEAD CYNTHIA M 74 CLEVELAND AVE Cranston RI 02920	6	46020340 0000115511 Vehicle 2007 KIA 556808 ID KNAGE123275100401 PHILLIPS PAUL S 79 WHEELER AVENUE CRANSTON RI 02905
	Value Tax Original : 1,508 42.78 EXEMPTION OMITTED 42.78 Adjusted Tax:		Value Tax Original : 8918 362.69 OUT OF COMMUNITY 362.65 Adjusted Tax:		Value Tax Original : 5782 700.81 STOLEN/SOLD/JUNK/TD 33.95 Adjusted Tax: 666.86
7	48008450 0000122433 Vehicle 2012 FORD LOT 6 8 ID NM0LS6AN9CT109304 RHODE ISLAND STATE LOTTERY 1425 PONTIAC AVE CRANSTON RI 02920	8	48008460 0000122435 Vehicle 2012 FORD LOT 17 9 ID NM0LS6AN9CT109811 RHODE ISLAND STATE LOTTERY 1425 PONTIAC AVE CRANSTON RI 02920	9	48020310 0000126354 Vehicle 2002 HOND DR 520 ID 1H0CF86612A036803 ROSSI DEBORAH A 292 SMITH ST Cranston RI 02905
	Value Tax Original : 8,896 369.02 EXEMPTION OMITTED 369.02 Adjusted Tax:		Value Tax Original : 8896 738.04 EXEMPTION OMITTED 738.04 Adjusted Tax:		Value Tax Original : 2715 98.33 EXEMPTION OMITTED 98.33 Adjusted Tax:

For Tax Year: 2013

Original	Value	Tax	
:	49063	3655.40	
Adjusted Tax	:	1706.38	on 9 Accounts
		1949.02	

City of Cranston  
2014 Motor Vehicle  
Abatement List

Line	Vehicle ID	Make	Model	Owner	Address	City	State	Zip	Value	Tax	Notes
1	31000360	OMC	2010	ABATE JENNIFER L	24 SHIRLEY BLVD	CRANSTON	RI	02910	27,150	1,135.95	OUT OF COMMUNITY
2	31001620	FORD	2009	ACCESS POINT RI	665 DYER AVE	CRANSTON	RI	02920	14283	1574.51	EXEMPTION OMITTED
3	31008230	VOLK	2013	ALTRUI MICHELLE	63 COLVIN STREET	CRANSTON	RI	02823	16544	727.81	OUT OF COMMUNITY
4	31008260	FRHT	2001	ALVARADO ALBERTO	1 MAPLE ST.	CRANSTON	RI	00920	1,919	68.92	EXEMPTION OMITTED
5	31017660	TOYO	2011	ATKINSON KATHERINE T	200 MAYFIELD AVE A4	CRANSTON	RI	02920	1577	620.46	STOLEN/SOLD/JUNK/TOTA
6	32004570	ROAD	2007	BARLOW DANIEL V	1196 PIPPIN ORCHARD ROAD	CRANSTON	RI	02921	2477	1003.70	WRONG MODEL
7	32010060	FORD	2007	BENASSI GARY F	43 BOXWOOD AVE	CRANSTON	RI	02910	5,170	963.34	STOLEN/SOLD/JUNK/TOT
8	32016640	FREE	2011	BOOK KENNETH L	210 TOMAHAWK TRL	CRANSTON	RI	02921	20000	3250.06	WRONG MODEL
9	32027060	HM	2008	BUCACCI PHILIP E	28 WAKEFIELD AVE	CRANSTON	RI	02920	10560	460.95	WRONG MODEL
10	33002100	FORD	2009	CALDARELLA LEO	124 PACKARD ST	CRANSTON	RI	02910	11,163	452.54	STOLEN/SOLD/JUNK/TOT
11	33012100	TOYO	2012	CARRERO JUI JA M	426 LAUREL HILL AVE	CRANSTON	RI	02920	2153	713.33	WRONG MODEL
12	33025200	BUIC	2008	CIARLO RONALD A	21 HIGHWOOD TERR	CRANSTON	RI	02920	11110	450.28	STOLEN/SOLD/JUNK/TD

City of Cranston  
2014 Motor Vehicle  
Abatement List

Line	Vehicle ID	Year	Make	Model	Value	Tax	Notes
13	33027560	2012	LEXS		30,600	1,150.12	Original Value
	ID JTHBK1EG6C2473293					127.32	EXEMPTION OMITTED
	CLARK MARK S					1,022.80	Adjusted Tax
	926 MONTIAC AVE APT 11102						
	Cranston RI 02910						
14	33034430	2011	NORT		35546	3647.05	Original Value
	ID 55FN835238E226306					853.38	WRONG MODEL
	CONTI MICHAEL J					2393.67	Adjusted Tax
	211 CARDINAL RD						
	Cranston RI 02921						
15	34000100	2012	FORD		22976	953.84	Original Value
	ID NMGLS7AN1CT677700					493.91	STOLEN/SOLD/JUNK/TOT
	O AND T FRUITS LLC					459.93	Adjusted Tax
	20 HILLSIDE RD						
	CRANSTON RI 02920						
16	34010720	2013	LEXS	MD 611	22,269	932.03	Original Value
	ID JTHBK1GG3G2855031					932.03	OUT OF COMMUNITY
	DELFINO MILDRED M						Adjusted Tax
	95 SCITUATE AVE						
	CRANSTON RI 02921						
17	34013500	2010	NISS	BD 137	26250	1060.39	Original Value
	ID JN8A22KR0AT161700					560.06	WRONG MODEL
	DEMERCHANT BROOK S					470.03	Adjusted Tax
	1469 HOPE RD						
	Hope RI 02831						
18	34016840	2013	MERZ		34150	1428.11	Original Value
	ID WDDGF8AB8DA806507					127.32	EXEMPTION OMITTED
	DESIMONE JUDITH B					1300.79	Adjusted Tax
	455 MESHANTICUT VLY PKWY 302B						
	CRANSTON RI 02920						
19	34017140	2010	FORD	JD 933	11,025	448.68	Original Value
	ID 1FAHP3FNG9AW127D59					127.32	EXEMPTION OMITTED
	DESJARDINS JANICE A					319.36	Adjusted Tax
	1214 CRANSTON ST UNIT 202						
	CRANSTON RI 02920						
20	34022950	2007	CHANG		972	984.03	Original Value
	ID LN2UT11177J044543					20.03	WRONG MODEL
	DIMUCCIO DAVID A					974.00	Adjusted Tax
	64 HARVARD ST						
	Cranston RI 02920						
21	34027230	2012	FIAT		1840	74.99	Original Value
	ID 3C3CFFAR5CT366138					74.99	OUT OF STATE REG
	DOMINGO SUTCLIFF MARIA ELIZA						Adjusted Tax
	48 GEORGE ST						
	Attleboro MA 02703						
22	36005410	2011	MERZ		30,100	1,863.63	Original Value
	ID WDCGG8HB9F605071					1,256.22	STOLEN/SOLD/JUNK/TOT
	FERRANTI STEVEN J					607.61	Adjusted Tax
	19 SUGAR HILL CT						
	CRANSTON RI 02921						
23	37004440	2000	MERZ		793	384.54	Original Value
	ID WDBKK47F2YF149836					27.07	STOLEN/SOLD/JUNK/TOTA
	GADREAU JOSEPH L					357.47	Adjusted Tax
	8 ABRON ST 2ND FL						
	Cranston RI 02905						
24	37008620	2012	RSP	FFR	46966	3555.67	Original Value
	ID R102064					1150.13	WRONG MODEL
	GAGLIONE PHILIP C					2405.54	Adjusted Tax
	210 CARDINAL RD						
	Cranston RI 02921						

City of Cranston  
2014 Motor Vehicle  
Abatement List

Vehicle ID	Year	Make	Model	Value	Tax	Adjusted Tax	Vehicle ID	Year	Make	Model	Value	Tax	Adjusted Tax	Vehicle ID	Year	Make	Model	Value	Tax	Adjusted Tax
37009440	2007	CHANG	WRONG MODEL	972	857.50	837.47	37013620	2011	BUIC	EXEMPTION OMITTED	17925	757.47	502.83	36001200	1998	OLDS	OUT OF COMMUNITY	863	15.41	15.41
ID LNDUT081170006299					29.03		ID 104GA5E078F173918					284.64		ID 103MNS2K5W4644360						
GIARDINA JOSEPH R							GOLDBLATT ROBERT M							HALL CHARLES M						
21 GERANIUM CIRCLE							425 MESH VLY PKWY							66 CEDAR SWAMP PATH						
CRANSTON RI 02920							CRANSTON RI 02920							CHARLESTOWN RI 028						
38001650	2009	CHRY	HALL TRACY E	4,166	620.22	451.09	38005456	2012	H D	STOLEN/SOLD/JUNK/TOTA	19365	2294.40	2015.82	38012660	2009	HOND	CRANSTON RI 02921	10668	432.38	305.06
ID 2ASHR44E19R502792					169.13		ID 1HD1KBM10C5609576					278.56		ID 2HGFA16529H525622						
148 LAMBERT ST							HARTLEY RICHARD A							HOLDEN EDWARD E						
CRANSTON RI 02918							56 BROOKS ST							6411 SCITUATE VISTA DR						
							CRANSTON RI 02920							CRANSTON RI 02921						
38013820	2011	TOYO	DECEASED	10,295	426.44	426.44	38013840	2008	TOY	STOLEN/SOLD/JUNK/TOTA	7581	1593.50	1323.59	39002080	2011	GULF	WRONG MODEL	15176	663.88	413.50
ID 5TKK30C3BS125809							ID STDZA23C769452460					269.92		ID 1NL10TK2281105825						
HOPKINS ROBERT A							HOPKINS ROBERT W							1MPROTA GUIDO A						
150 PLANTATIONS DR							150 PLANTATION DR							120 VILLAGE AVE						
CRANSTON RI 02920							CRANSTON RI 02920							CRANSTON RI 02920						
40002490	2010	JEEP	OUT OF COMMUNITY	19,025	786.20	786.20	40004940	2003	CHEV	STOLEN/SOLD/JUNK/TOTA	2809	97.99	18.79	41002770	1999	JEEP	DUPLICATE ASSESSMEN	1593	90.10	43.71
ID 1J4PR4GK0AC163048							ID 2G1WH52K539448901					79.20		ID 1J4GW68N0XC602609						
JENDOZE JEC JAMES S							JOHNSON MICHELE L							KECHEJIAN SARKIS K						
11 COLVIN ST							102 JULIA ST							219 FLINT AVENUE						
West Warwick RI 02							CRANSTON RI 02910							CRANSTON RI 02910						

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City of Cranston  
2014 Motor Vehicle  
Abatement List

Line	Vehicle ID	Year	Make	Model	Value	Tax	Abatement	Adjusted Tax
37	41005530	2004	HOND	Vehicle 2004	2,525	141.24	060043	141.24
ID JHLRD78544C007254 KHIARA FATIHA 110 FOREST AVE APT 1 Cranston RI 02910 Original : 2,525 STOLEN/SOLD/JUNK/TOT Adjusted Tax: 141.24								
38	42008500	1999	FORD	Vehicle 1999	1368	36.84		36.84
ID 2FAP74W5XK114908 LEAVENS WILLARD A 79 WARWICK AVE APT A 103 CRANSTON RI 02905 Original : 1368 EXEMPTION OMITTED Adjusted Tax: 36.84								
39	42015870	2011	FORD	Vehicle 2011	17900	1515.75		1515.75
ID 1FTNE2EW3BDA47001 LITTLE RHODY JANITORIAL SERVI 408 MESHANTICUT VALLEY PKWY 1 CRANSTON RI 02920 Original : 17900 WRONG PERSON/COMPAN Adjusted Tax: 777.29								
40	43008540	2012	CHAN	Vehicle 2012	367188	40.32		363.48
ID 1N2U110C2147301 MARANDOLA RICHARD A 11 ELM DR CRANSTON RI 02920 Original : 1,206 WRONG MODEL Adjusted Tax: 363.48								
41	43022330	2003	MERC	Vehicle 2003	2401	81.57		81.57
ID 1MEFMS6513A604370 MCGOVERN FRANCIS J 31 PEEPTOAD RD CRANSTON RI 02888 Original : 2401 OUT OF COMMUNITY Adjusted Tax: 81.57								
42	43027100	2007	DOOG	Vehicle 2007	8525	52.25		494.50
ID 1D8GU2EK67W03030 MEGLIO STEPHEN A 71 STRATHMORE RD CRANSTON RI 02905 Original : 8525 STOLEN/SOLD/JUNK/TOT Adjusted Tax: 494.50								
43	43042100	2002	CADI	Vehicle 2002	2,009	64.04		64.04
ID 1G6K554Y82U265439 MORRIS DAVID J 1053 NARRAGANSETT BLVD CRANSTON RI 02905 Original : 2,009 OUT OF COMMUNITY Adjusted Tax: 64.04								
44	43043620	2007	STRN	Vehicle 2007	6136	127.32		111.67
ID 5Q2C233D675B43555 MOURACHIAN BEVERLY A 225 NEW LONDON AVE #428 CRANSTON RI 02920 Original : 6136 EXEMPTION OMITTED Adjusted Tax: 111.67								
45	43046310	2005	HYUN	Vehicle 2005	4958	189.20		189.20
ID KMBJN72D75U059329 MURRAY HELEN B 38 OAKLAWN AVE APT 103 CRANSTON RI 02920 Original : 4958 EXEMPTION OMITTED Adjusted Tax: 189.20								
46	45003680	2010	FORD	Vehicle 2010	20,350	256.19		586.24
ID 1FDME3FL7ADA15423 ON THE MOVE INC 28825 IH 10 WEST BOERNE TX 78006 Original : 20,350 OUT OF STATE REG Adjusted Tax: 586.24								
47	46000550	2008	SAAB	Vehicle 2008	3482	159.45		159.45
ID 583ET133X62001948 PACHOMSKI JOOY J 100 ELENA ST APT 219 CRANSTON RI 02920 Original : 3482 EXEMPTION OMITTED Adjusted Tax: 159.45								
48	46004800	1995	FORD	Vehicle 1995	400	8.78		8.78
ID 2FALP74W05X113408 PANZARELLA ANTHONY W 7101 SCITUATE AVE APT 7101 CRANSTON RI 02921 Original : 400 EXEMPTION OMITTED Adjusted Tax: 8.78								

City of Cranston  
2014 Motor Vehicle  
Abatement List

Line	Vehicle ID	Year	Make	Model	Owner	Address	City	State	Zip	Original Value	Original Tax	Adjusted Tax	Notes
49	46004930	1998	MAZD	BP 11	FAOLA ROBERT E	31 ELMHURST AVE	CRANSTON	RI	02920	592	9.29	9.29	DECEASED
50	46020290	2007	KIA	566888	PHILLIPS PAUL S	79 WHEELER AVENUE	CRANSTON	RI	02905	4346	553.80	385.19	STOLEN/SOLD/JUNK/TOTA
51	48004030	2009	TOYT	937054	RAYMOND KATIE M	469 FARMINGTON AVE	CRANSTON	RI	02920	12041	728.57	670.87	STOLEN/SOLD/JUNK/TO
52	48008570	2012	FORD	LD7 6	RHODE ISLAND STARE LOTTERY	1426 PONTIAC AVE	CRANSTON	RI	02920	22,975	953.84	953.84	EXEMPTION OMITTED
53	48008590	1987	FRUE	045072	RHODE ISLAND TILE DISTRIBUTOR	55 INDUSTRIAL RD	CRANSTON	RI	02910	1650	171.87	171.87	WRONG MODEL
54	48012410	2012	CARR	054341	RIVELLI PETER M	22 VALLEY VIEW DRIVE	CRANSTON	RI	02921	1500	859.83	817.39	STOLEN/SOLD/JUNK/TO
55	48013370	2012	TOYT	033443	ROBERTO ALBERT G	6 WESTERN HILLS LN	CRANSTON	RI	02921	17,875	737.40	482.76	EXEMPTION OMITTED
56	48020220	2002	HOND	DR 520	ROSSI DEBORAH A	292 SMITH ST	CRANSTON	RI	02905	2432	81.99	81.99	EXEMPTION OMITTED
57	48020510	2006	VTRR	937002	ROSSI MICHAEL H	1888 BROAD ST	CRANSTON	RI	02905	5700	262.98	51.73	WRONG MODEL
58	49008000	2003	FORD	L 62	SARLI LOUISE	225 NEW LONDON AVE APT 117	CRANSTON	RI	02920	2,147	69.90	69.90	EXEMPTION OMITTED
59	49016600	2001	TOYO	CM 385	SHEARMAN HERMINIA C	68 2ND AVE 2ND FL	CRANSTON	RI	02910	2731	94.68	94.68	EXEMPTION OMITTED
60	49025620	2010	FORD	066197	SOLLACCIO LAWRENCE P	152 FOUNTAIN AVE	CRANSTON	RI	02920	12325	400.93	374.53	EXEMPTION OMITTED

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City of Cranston  
2014 Motor Vehicle  
Abatement List

Vehicle ID	Year	Make	Model	Owner	Address	City	State	Zip	Value	Tax	Abatement	Adjusted Tax
49033750	2001	DODG	MAG102	STOLEN PLATE	44 LEXINGTON AVE	CRANSTON	RI	02910	1,586	46.43	46.43	
50014780	2011	MAZD	008055	TUIROK RODOLFO B	149 S CLAREDON ST APT 3	CRANSTON	RI	02910	17325	714.05	381.96	332.09
52000680	2008	JEEP	GU 845	VALENTI EDWARD D	85 BRIGGS ST APT 503	CRANSTON	RI	02920	14652	600.61	127.32	473.29
52008430	2008	TDYT	965526	VITALE ROBERT T	26680 BONITA FAIRWAYS #202	Bonita Springs	FL		7,707	307.74	254.84	53.10
53007360	2008	DODG	093040	WILK SHARYN J	34 MELROSE ST	CRANSTON	RI	02910	1148	29.37	29.37	
53009750	2000	BUIC	HARWDL	WOLOOHJIAN REALTY TRUST	1704 BROAD STREET	CRANSTON	RI	02905	1545	65.53	44.35	21.18
56001860	2010	AND	042699	ZERVAS GEORGIOS	21 SPARROW LANE	CRANSTON	RI	02921	8,000	3,323.14	318.90	3,004.84
00000000	0000	0000	000000	WRONG PERSON/COMPAN								

For Tax Year: 2014

	Value	Tax
Original	706788	50079.70
Adjusted Tax		19268.43 on 67 Accounts
		30810.27

- **RE-APPOINTMENT OF LORI CARLINO – Second Alternate – Council President Lanni**

On motion by Councilman Aceto, seconded by Council Majority Leader Archetto, it was voted to re-appoint **Lori Carlino** as Second Alternate member of the Zoning Board of Review. Motion passed on a vote of 7-0. The following being recorded as voting “aye”: Councilwoman Lee, Council Majority Leader Archetto, Councilmen Aceto, Santamaria, Council Minority Leader Favicchio, Council Vice-President Farina and Council President Lanni -7.

- **RE-APPOINTMENT OF CHRISTINE COLE – Council President Lanni**

On motion by Council Vice-President Farina, seconded by Councilman Aceto, it was voted to re-appoint **Christine Cole** a member of the Zoning Board of Review. Motion passed on a vote of 7-0. The following being recorded as voting “aye”: Councilwoman Lee, Council Majority Leader Archetto, Councilmen Aceto, Santamaria, Council Minority Leader Favicchio, Council Vice-President Farina and Council President Lanni -7.

**CRANSTON PUBLIC LIBRARY BOARD OF TRUSTEES:**

- **JACK A. TREGAR, RE-APPOINTMENT TERM ENDING JULY 31, 2017**

On motion by Council Vice-President Farina, seconded by Councilman Aceto, it was voted to re-appoint **Jack A. Tregar** a member of the Cranston Public Library Board of Trustees. Motion passed on a vote of 7-0. The following being recorded as voting “aye”: Councilwoman Lee, Council Majority Leader Archetto, Councilmen Aceto, Santamaria, Council Minority Leader Favicchio, Council Vice-President Farina and Council President Lanni -7.

- **ROSEMARY DASILVA, RE-APPOINTMENT TERM ENDING JULY 25, 2017**

On motion by Council Vice-President Farina, seconded by Councilman Santamaria, it was voted to re-appoint **Rosemary DaSilva** a member of the Cranston Public Library Board of Trustees. Motion passed on a vote of 7-0. The following being recorded as voting “aye”: Councilwoman Lee, Council Majority Leader Archetto, Councilmen Aceto, Santamaria, Council Minority Leader Favicchio, Council Vice-President Farina and Council President Lanni -7.

**VII. REPORT OF CITY OFFICERS**

None.

**VIII. EXECUTIVE COMMUNICATIONS**

**REPORT ON HIRING OF SPECIAL COUNSEL, CONSULTANTS, ETC. ,  
PURSUANT TO CHARTER SECTION 15.05.**

None.

**REQUEST TO BE CONTINUED IN SERVICE LT. KEVIN ANSLEY, CRANSTON  
FIRE DEPARTMENT**

**Mr. Barone** appeared to speak.

On motion by Council Vice-President Farina, seconded by Councilman Aceto, it was voted to approve the above request. Motion passed on a vote of 7-0. The following being recorded as voting “aye”: Councilwoman Lee, Council Majority Leader Archetto, Councilmen Aceto, Santamaria, Council Minority Leader Favicchio, Council Vice-President Farina and Council President Lanni -7.

**CLAIMS SETTLED BY SOLICITOR:** *Theresa Pennachia and Gemma Law Associates \$30,000.00 personal injury; Rossaire Acosta and Fay Law Associates \$1,075.95 personal injury.*

No action needed.

## **IX. COUNCIL PRESIDENT COMMUNICATIONS**

**Council President Lanni** stated that the legal fees report for July 1, 2013 to June 30, 2014 presented this evening by the Administration is \$453,992.66. He questioned why these cases could not be settled out of Court without hiring outside attorneys.

**Council President Lanni** stated that he received a letter from the ACLU requesting an additional investigation be done of the Police Department subsequent to the Pitino Court Case. He stated that there is an ongoing investigation by the State Police and he would rather wait until that investigation is completed before deciding whether another investigation is warranted.

## **X. COUNCIL MEMBER COMMUNICATIONS**

### **COUNCILMAN STYCOS:**

- *Carpionato Corporation's failure to honor its agreement to plant trees on city property*

**Councilman Aceto** stated that he did some research and the issue is there is a miscommunication between the City and Carpionato. The trees Councilman Stycos wanted planted were planted where he wanted them planted. The remaining trees are the issue.

### **COUNCILMAN SANTAMARIA:**

- *Legal Fees*

**Councilman Santamaria** asked that the for the next Council meeting, the Administration provide the following: hourly rate for Pisaturo and Zangaria.

- *Removal of truck from Community Fruitland*

**Mr. Barone** stated that the truck is being used as storage. They cleaned around the truck this weekend.

- *81 Midvale status of RFP for razing of house*

This was addressed earlier in the meeting.

- *Unsafe telephone pole on Bolton Street. Update from National Grid.*

**Mr. Barone** stated that based on this conversation with National Grid last Friday, this pole will be replaced this week.

- *List of CDBG streets to be paved*

**Mr. Lopez** stated that the Administration will work on putting a list together. He indicated that CDBG money won't be released until October. This list won't be available until after September.

**Councilman Santamaria** asked that this item be placed on the October docket.

- *Enforcement of "No Through Trucking On Macklin"*

**Councilman Santamaria** stated that neighbors have complained to him of trucks ignoring the signs and have taken tree limbs down.

**Mr. Barone** stated that he will follow up with Captain Quirk regarding this.

**Councilman Santamaria** asked that this item be placed on the Safety Services and Licenses Committee Agenda.

**COUNCILMAN ACETO:**

- *Under what authority is the City giving a private vendor for the City to collect a fee without enabling legislation.*

**Assistant Solicitor Kirshenbaum** stated that after researching this issue, he has not been able to find any enabling legislation.

- *At what point does the City pick up bulk or white goods items left out and charge the resident.*

**Assistant Solicitor Kirshenbaum** stated that after researching this, there are a number of vendors that could pick up bulk items.

**Mr. Mason** stated that part of the a part-time inspector is looking at properties that have bulk items left out for more than two weeks and placing violation notices asking that the property owner contact a vendor to dispose of those goods.

**Councilman Santamaria** stated that the City should have an amnesty period to have large items picked up for free, otherwise the City will be inundated with large items left out.

**Mr. Lopez** stated that the Administration is aware of some issues being caused by the new trash pickup program. As to mattresses and bulky items, the City is working with Waste Management to come up with a plan to allow residents to have those picked up where it won't cost them money. Once this is finalized, the residents will be advised of this and how long it will last. As to the 65-gallon bins not being big enough, this will take some time for the residents to get used to the new system. We looked at different cities throughout the State and found that this is an adequate size for the City of Cranston.

**Council Vice-President Farina** questioned how many people have applied for additional bin. **Mr. Mason** stated that as of today, 101 households have paid for and received additional bid for \$150 per year; 1,500 people have elected for the 35-gallon bins.

**Councilman Aceto** commended the Administration on how smoothly the return of the old bins by the residents ran this past weekend. He asked if those bins will be recycled. **Mr. Mason** stated that they will be recycled for \$20 per ton, which would probably amount to a couple of hundred dollars.

**COUNCILMAN ARCHETTO:**

- *Street Paving Policy*

**Council Majority Leader Archetto** stated that driving through Phenix Ave., he has noticed that Phenix Ave. has been paved. He stated that it seems to be consistent that Western Cranston gets paved more when Wards 1, 2 and 3 need paving badly. This seems to be a disparity.

**Mr. Lopez** explained the street paving policy and stated that aspects that are considered are: they look at constituent requests, they look at the worst streets and where the utility companies have done work and also City Council members' requests.

**Councilman Santamaria** asked that since Phenix Ave. was just paved, speed signs and school zone signs be installed and enforced.

- *Status of fence at Gladstone St.*

**Mr. Mason** stated that additional repairs were done last week to the fence. There is one section of the fence that is still down and was left down because it is used as a cut through by the kids. He agrees that at some point the whole fence should be replaced. In the meantime, it will be monitored.

- *Installation of temporary “no parking signs”*

**Council Majority Leader Archetto** submitted a letter requesting emergency installation of temporary “no parking” signs for a constituent. He asked that the City Clerk email this letter to Mr. Barone.

**COUNCIL MINORITY LEADER FAVICCHIO:**

- *ACLU letter*

**Council Minority Leader Favicchio** stated that the ACLU’s request for an additional investigation of the Police Department is totally inappropriate since there is an ongoing investigation. He is glad to hear that the Council President also does not see a need for it.

**XI. OLD BUSINESS**

None.

**XII. INTRODUCTION OF NEW BUSINESS\***

\*(for informational purposes. All new business is referred to Committee for public

**7-14-1 ORDINANCE RATIFYING SCHOOL COMMITTEE’S COLLECTIVE BARGAINING EXTENSION AGREEMENT WITH THE NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES (NAGE) Local RI-153 (Custodians 2014-2017). [\[click to view\]](#)**

**7-14-2 ORDINANCE IN AMENDMENT OF TITLE 6 OF THE CODE OF THE CITY OF CRANSTON, 2005, ENTITLED ‘ANIMALS’ (Roosters). [\[click to view\]](#)**

**Claims:**

- **PROPERTY DAMAGE CLAIM OF JANICE RAINHO FOR ALLEGED INCIDENT ON JUNE 8, 2014.**
- **PERSONAL INJURY CLAIM OF GIULIA DIAMANTE, MINOR, FOR ALLEGED INCIDENT ON MAY 21, 2014.**

On motion by Council Vice-President Farina, seconded by Councilman Santamaria, it was voted to refer the above new business to the respective Committees. Motion passed on a vote of 7-0. The following being recorded as voting “aye”: Councilwoman Lee, Council Majority Leader Archetto, Councilmen Aceto, Santamaria, Council Minority Leader Favicchio, Council Vice-President Farina and Council President Lanni -7.

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

None.

07-14-1

THE CITY OF CRANSTON

**ORDINANCE OF THE CITY COUNCIL  
RATIFYING SCHOOL COMMITTEE'S COLLECTIVE BARGAINING  
EXTENSION AGREEMENT WITH THE NATIONAL ASSOCIATION OF  
GOVERNMENT EMPLOYEES (NAGE) LOCAL RI-153  
(Custodians 2014-2017 )**

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

**Section 2.** , The School Committee posted a copy of the proposed contract and made public by posting it on its website on July 11, 2014 in accordance with Section 11.02.1 of the Cranston Home Rule Charter as amended on (November 2, 2010 and certified on November 9, 2010) at least 72 hours notice prior to the public hearing on July 14, 2014 at which time the School Committee voted to approve the attached agreement for the fiscal years 2014- 2017.

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

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

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

Positive Endorsement

Negative Endorsement (attach reasons)

Christopher M. Rawson, Solicitor    Date

Christopher M. Rawson, Solicitor    Date

Introduced pursuant to: Charter Sec. 11.02.1  
Referred to Finance Committee August 14, 2014

WORKING AGREEMENT

BETWEEN

LOCAL RI - 153

AND THE

CRANSTON SCHOOL COMMITTEE

**JULY 1, 2014 TO JUNE 30, 2017**

**CRANSTON SCHOOL COMMITTEE**

Andrea Iannazzi, Chairperson  
Trent Colford  
Stephanie Culhane  
Jeffrey Gale  
Paula P.M. McFarland, Clerk  
Janice Ruggieri  
Michael A. Traficante

**NEGOTIATIONS COMMITTEE**

Andrea Iannazzi  
Stephanie Culhane  
Janice Ruggieri  
Judith Lundsten, Superintendent  
Joseph Balducci, Chief Financial Officer  
Raymond L. Votto, Jr., Chief Operating Officer  
Joel Zisseron, Director of Plant

**NEGOTIATIONS COMMITTEE / NAGE – Local RI 153**

Raymond Soccio, President  
Steven Dail  
Raymond Casale  
Robert Melvin

AGREEMENT

PREAMBLE

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

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## ARTICLE I

### Recognition

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

## ARTICLE II

### Dues Deductions/Union Security

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

### ARTICLE III

#### Hours of Work Standard Schedule

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

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

A. Shifts shall be as follows:

6:30 A.M. - 3:00 P.M.	1/2 hour lunch - not paid
7:00 A.M. - 3:30 P.M.	1/2 hour lunch - not paid
7:00 A.M. - 4:00 P.M.	1 hour lunch - not paid
7:30 A.M. - 4:00 P.M.	1/2 hour lunch - not paid
7:30 A.M. - 4:30 P.M.	1 hour lunch - not paid
10:00 A.M. - 6:00 P.M.	1/2 hour lunch - included
1:00 P.M. - 9:00 P.M.	1/2 hour lunch - included
3:00 P.M. - 11:00 P.M.	1/2 hour lunch - included

Any change or additional shifts shall take place after notifying the Union President.

- B. When a member of the Utility Crew is assigned to cover a building, the assignment shall not exceed two (2) weeks.
- C. All bargaining unit members are required to have direct deposit. Also, advice (pay stubs) and W-2 forms will be distributed by email.
- D. One mandatory meeting to address work place safety to be scheduled on a Saturday. If this meeting results in a bargaining unit member working more than forty (40) hours in that week, the bargaining unit member will be paid overtime for the mandatory meeting. If a vacation day or holiday falls in the week of the mandatory meeting, that day will be counted toward the forty (40) hours.

## ARTICLE IV

### HOLIDAY AND OVERTIME

- A. (1) The following shall be paid holidays for custodians, stockroom personnel and utility crews:
- |                 |  |
|-----------------|--|
| New Year's Day  | Election Day (when schools are closed) |
| Presidents' Day | Veteran's Day                          |
| Memorial Day    | Thanksgiving Day                       |
| Fourth of July  | Day after Thanksgiving                 |
| Victory Day     | Christmas Day                          |
| Labor Day       | Martin Luther King Day                 |
| Columbus Day    |  |
- Bargaining unit members will not get paid holidays for Good Friday or the Jewish Holy Days; however, they will be allowed to work on those days.
- (2) If the work force is released early the day before Christmas, all members shall be released one-half (1/2) hour later, at no loss of pay.
- B. In order to be eligible for compensation for any of the above holidays, the custodian and/or utility crew, must have worked the last regular work day preceding the holiday and the day following the holiday.
- Notwithstanding the above, the compensation for a holiday shall be made to an employee who has been known to be ill over a two-week period of time, including the days surrounding the holiday.
- C. When an employee is required to work on a state holiday, he/she shall be paid at the rate of time and one-half for all hours worked.
- D. The rate for overtime work, either before or after the regular work day period, required by the School Department, shall be time and one-half the regular hourly rate, except for overtime work on Sundays which shall be at double the regular hourly rate. Snow Removal shall be at the rate of double time when:
- School is closed
  - Saturdays and Sundays
- E. (1) In the event a Senior Custodian or Foreman is called back due to open windows, break-ins, or alarm problems, a minimum of three (3) hours at a rate of time and one-half hours to be given as compensatory time or will be paid. Earned compensatory time for Senior Custodians or Foreman will be taken only upon agreement with the Director of Plant Operations.
- (2) All records for compensatory time shall be kept by the Plant Operations Secretary.
- F. Overtime must receive the prior approval of the Director of Plant Operations for all employees.

- G. Whenever a holiday falls on an employee's scheduled day off, the employee shall have the option to either receive holiday pay or receive a day off in lieu of the pay for that day. However, the option selected by the employee must be known to the Director of Plant Operations no later than seven (7) days prior to the holiday in question. The granting of a day off shall not be denied unless the requested day off will cause a manpower shortage.
- H. Whenever a paid holiday falls during the employee's vacation, the employee shall receive holiday pay.
- I. Special Events
1. Special events shall be defined as an activity taking place before or after the normal work day or shift. Assignment of the custodian(s) shall be by seniority in the building first, utility crew second, snow removal and then others who may be interested. The Director of Plant Operations shall determine the number of custodians to be assigned to the event.
    - a) A list shall be established at the beginning of the school year by seniority for any custodian interested in snow removal.
    - b) The list established in Section K.1A shall be used when additional employees are needed over and above K.1.
    - c) All overtime for the utility crew shall be by rotation and seniority
  2. The building shall be opened at a time determined by the Director of Plant Operations.
  3. At the conclusion of the event, the custodian will ensure that the facility is acceptable for use the following day.
  4. The custodian shall assist the group and remain in the area of the activity and visible, unless otherwise requested, in case of additional assistance.
  5. The rate for special events which occur on Sundays and holidays will be computed at double time.
  6. Any employee of Nage Local 153 who works a special event that takes place before or after the normal workday shall be compensated at the rate of time and one-half (1 ½) except for an employee who works on a Sunday. The employee will be compensated at the rate of double time for working on a Sunday. Any employee who works a special event will be compensated a minimum of three (3) hours whether the event is finished earlier than the three (3) hours.
- J. 1. When a school maintains a custodial staff of three (3) or more, overtime shall be determined by the following:
- A. Day shift custodians shall work week night events.
  - B. Night shift custodians shall work weekend events.

2. The foreman shall post a list by seniority for rotation purposes. Events during the summer shall be assigned by seniority for rotation purposes.
3. School vacations shall be assigned as stated above in Section 1.
4. At the discretion of the Director of Plant Operations, the foreman may be assigned to any event.
5. If a custodian is by-passed in rotating in any of the above procedures, the remedy will be to give the custodian the next available assignment, at the appropriate overtime rate.

#### **ARTICLE V Vacations**

##### A. Vacations – Custodians and Utility Crew

1. All custodians and utility crew with three years of continuous service prior to July 1<sup>st</sup> shall be entitled to two (2) weeks vacation to be taken during the School recesses and August. After five (5) years of continuous service, one day shall be added for each year of additional service up to fifteen (15)-years.
2. Those custodians and utility crew members hired after June 30, 2014, who have completed one or more years of continuous service prior to June 1, shall be entitled to one week of vacation.
3. The above-named employees with completed service of less than one year as of July 1st shall be entitled to no vacation.
4. All vacation date requests shall be approved and by the Plant Operation's Office.
5. Maximum vacation entitlement after fifteen (15) years of continuous service shall be twenty (20) days.

## ARTICLE VI

### Leave Provisions

- A. Sick Leave
1. All regularly appointed full-time custodians and utility crew, shall earn sick leave at the rate of one day per month for each month during which they work more than eighty-five (85%) percent of the work days of the month.
  2. In case of absence due to personal illness in excess of three (3) consecutive days, a certification from a physician stating the nature of the illness may be required. The medical certificate will have the nature of the illness, next scheduled evaluation and tentative return date.
  3. Regularly appointed part-time custodians shall earn sick leave at the rate of one day per month during which they work more than eighty-five (85) percent of the work days of the month.
  4. When an employee becomes ill on the job, the employee may choose to take sick leave. Disciplinary action will not be taken against the employee in these circumstances unless determined to be abusive.
  5. Accrued sick days/sick banks for all bargaining unit members shall be frozen effective March 1, 2012 and no unused sick days shall be allowed to accumulate or be added to the sick bank during the term of this agreement for purposes of the payout to bargaining unit members who have worked for the Cranston Public Schools for ten (10) years or more upon their retirement from the Cranston Public Schools. In the event that any bargaining unit member has accrued and exhausted twelve (12) days of sick leave in a contract year, and only in that event, that member will be allowed to access any sick days that he has accumulated. Notwithstanding the above, bargaining unit members may accrue up to five (5) days of unused sick time per year, but as stated above, this will not be counted as part of the payout upon their qualifying requirement, and there is no cap on this unpaid bank. For informational purposes, the sick bank for purposes of payout as of June 1, 2014 is set forth in Exhibit A under the column entitled LEG.
  6. Employees' cumulative accrual sick time shall be sent to all members no later than October of each year.
  7. All custodians who have not used any sick days from July through June 30<sup>th</sup> shall receive \$500.00.
- E. Bereavement Leave
1. In case of death in the immediate family (father, mother, sister, brother, son, daughter, spouse, or other persons living in the immediate house-

hold) a custodian and/or utility crew, may be absent for a period of mourning including the day of burial not to exceed five (5) calendar days.

2. In the case of the death of the grandmother, grandfather, father-in-law, mother-in-law or grandchildren, the employees, may be absent for the period of mourning including the day of the burial, not to exceed three (3) calendar days. An additional two (2) days of absence, without compensation, may be approved by the Chief Operating Officer when requested by the employee as being necessary.
3. In the case of the death of a son-in-law, daughter-in-law sister-in-law, or brother-in-law, the employees may be absent for the period of mourning including the day of burial, not to exceed three (3) calendar days. An additional two (2) days of absence, without compensation may be approved by the Chief Operating Officer when requested by the employee as being necessary.
4. In the case of the death of relatives by blood or marriage not listed in 1 through 3 above, employees will be allowed the day of the funeral without loss of pay.

C. Maternity Leave

1. Maternity leave, without compensation or benefits, shall be granted by the Committee upon recommendation of the Superintendent for a period not to exceed one year. Written request for such leave must be made no less than sixty (60) days prior to the date the leave is to begin.
2. Request for maternity leave without compensation must be accompanied by a physician's statement establishing the expected date of confinement and the date through which the employee may be physically able to fulfill all the requirements of her position,
3. Maternity leave shall expire at the end of the period for which the leave was granted, If a request to return from leave under this section is not made prior to the expiration of the leave period, the employee shall be considered to have terminated their employment.
4. Employees may exercise the provisions of paragraph A of this article in cases of pregnancy.
5. When paragraph A is opted, the employee must work up to the time of disability and return at the time the disability no longer exists, exactly as with any other illness or disability which may cause an employee to be absent.
6. Employees must select only one option in case of pregnancy; the long-term, non-paid leave with a one year maximum, or the sick leave option

which will generally be for the required period of confinement as established by medical data.

7. The administration may require employees to submit to a physical examination conducted by a physician selected by the administration when paragraph A of this article is being exercised.

D. Military Leave

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

E. Union Representative Leave

A leave of absence, without compensation, not to exceed five (5) days in any one-year period, shall be granted to two (2) elected officials of Local RI -153 to attend international, regional, or state conventions without reprimand.

F. Leave for Illness in the Family

Leave of absence without compensation may be granted to members of the bargaining unit consistent with the Family Medical Leave Act.

Members may be granted two (2) days compensation for family illness. A certificate from a physician stating the nature of the illness shall be submitted with the request.

G. Personal Business Leave

1. All employees listed in paragraph A, above, shall be entitled to personal day leave, with compensation, not to exceed one (1) day per year to conduct business which cannot be reasonably conducted outside the work day.

2. Request for personal day leave must be submitted for approval to the Director of Plant Operations, as applicable, in writing five (5) calendar days prior to the day of leave.

3. In the event of non-approval by the Director of Plant Operations, appeal may be taken to the Chief Operating Officer.

4. The decision of the Chief Operating Officer will be final and not subject to the grievance procedure of this agreement.

## ARTICLE VII

### Promotions/Seniority

- A. All vacancies shall be sent to all buildings and posted in all schools. A copy of the posting will be sent to Senior Custodians and Foreman, in a separate envelope to their attention. During the summer and vacation periods posting of all vacancies will be mailed via United States Postal Service to the home of the President of Local RI -153.
- B. All posted custodial vacancies shall be filled on the basis of the best qualified person available; provided, however, that where two or more candidates are substantially equal in qualifications, the applicant with the greatest seniority shall be given preference. The decision of the committee unless arbitrary, capricious, and without basis of fact shall be final. The bidding period for custodial vacancies shall be five (5) days following the announcement.
1. Any employee interested in the posted position may apply in writing to the Chief Operating Officer within the five (5) day posting period. The posting shall be dated and indicate which school has the vacancy and time of shift and shall designate the last day on which applications will be accepted in the Human Resources Office.
- a. Seniority shall commence the day following the closing of bid.
- b. A change of pay rate shall commence when the employee is placed in the position which he/she gained through the bidding process.
- c. If the employee is not placed in the position within twenty (20) working days, he/she shall be given the rate change.
- d. Only bids filled out on the "Employee Bid Form" will be accepted in the Human Resources Office.
- e. All bids must be in the Human Resources Office no later than 4:30 P.M. on the last day of the posting (except during school vacation, bids are closed at 3:30 P.M. and during the summer at 3 P.M.).

- f. Employees who have submitted bids may withdraw their bids up to 4:30 P.M. (3:30 P.M. during school vacation and 3:00 P.M. during summer vacation) on the last day of posting otherwise all bids will be considered and the successful bidder must accept the position.
- g. The Union President or his designee may review bids after the closing.
2. Employees governed by the terms and conditions of this collective bargaining agreement shall be permitted to exercise the provisions of this section (VII B) one time in a given school year (September through June). If an opening occurs after the school year has ended (after the last school day in June) and the employee has been in his/her present position for at least six (6) months, the employee may bid for the open position.
  3. In the event the employee with the greater seniority is not selected to fill a posted vacancy, the Director of Plant Operations shall, at the option of the employee, meet with the employee and the President of Local RI -153 and shall state his reasons for the selection that was made. The decision of the Director of Plant Operations, regarding this paragraph, is subject to the grievance procedure.
  4. Employees selected for assignment to positions under the terms of this article shall be required to successfully complete a 90-day trial period in the position.

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

5. In the event the employee is determined to be fulfilling the requirements of the position in a less than satisfactory manner as determined by the Director of Plant Operations, the following will take place:
  - a. The employee will be informed, in writing, as will the President of Local RI - 153, that he/she has been evaluated as being unsuited to fill the position.
  - b. The employee will be advised that he/she may apply for any vacant position that becomes available.
  - c. The employee will be advised that he/she will be transferred to a vacant position providing there occurs no breach of any other bargaining unit members' seniority rights under this

article.

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

## ARTICLE VIII

### Dismissal

- A. Unauthorized absences, incompetence, insubordination, conduct unbecoming an employee of the Cranston Public Schools, or other acts which may be considered not to be or have been in the best interest of the school system shall be considered just cause for dismissal.
1. For the purposes of administering this agreement incompetence is defined as the inability or unwillingness of the employee to perform assigned duties in a satisfactory manner and in the required work day.

2. Insubordination is defined as the refusal of an employee to carry out the directions of a superior or to violate Cranston School Committee Policy related administrative regulations.

3. Conduct unbecoming a school system employee may be defined as the flagrant act or acts of discourtesy to parents, student, or other employees of the school system. Conduct unbecoming a school System employee shall also be defined as any act by the employee that tends to cast aspersions on the public schools of Cranston.

- B. The exercise of the provisions of this article by the Administration may be made the subject of grievance.
- C. When a letter pertaining to discipline is sent out to any employee or a change of policy is posted in any building, a copy of the letter change will also be sent to the Local President at the same time.
- D. "WEINGARTEN RIGHTS" shall apply to all union members as follows.

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

#### **ARTICLE IX Grievance and Arbitration Procedure**

A. Grievance Defined

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

B. First Step

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

C. Second Step

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

D. Third Step

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

E. Fourth Step

1. A grievance which is not resolved at the third step under the grievance procedure may be submitted by the Union to arbitration. The arbitration may be initiated by the Union by filing with the School Committee and the American Arbitration Association or the Labor Relations Connection, a notice of arbitration.
2. The notice shall be filed not later than ten (10) working days after receipt of a decision in writing from the third step of this grievance procedure,
3. Within ten (10) days of the receipt of the arbitration request by the committee, the committee and the union will agree upon a mutually acceptable arbitrator or, if unable to reach such agreement a request may be made to the American Association Arbitration or the Labor Relations Connection by either party for a list of arbitrators.
4. The parties will be bound by the voluntary labor arbitration rules of the American Arbitration Association or the Labor Relations Connection regardless of how the arbitrator is selected and will share equally the cost of the arbitration process.
5. The decision of the arbitrator shall be final and binding providing that the arbitrator shall not have the power to add to or subtract from or modify any of the terms of the agreement; and no appeal shall be taken except on the grounds that the decision was procured by fraud or that the arbitrator exceeded his authority.
6. All grievances shall be handled as quickly as practicable. The time limits specified on any level of this procedure may be extended in any specific instance by mutual agreement of the parties in writing.

F. Timely Grievances

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

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

## ARTICLE X

### No Strike - No Lockout

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

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

## ARTICLE XI

### Health Insurance

- A. All Bargaining Unit members shall be responsible for a twenty (20%) percent cost share for health and dental. The terms of the health and dental plans are as set forth in Exhibit B, which is attached hereto and incorporated herein.
- B. Printed application forms must be requested, completed, and submitted to the Human Resources Office in order to initiate the above coverage.
- C. The inclusive dates of the above health insurance coverage shall be subject to the membership regulations of the agency providing the insurance protection.

- D. Custodians who are employed for twenty (20) hours per week and who have no protection under any other medical insurance contract will be provided with individual medical insurance coverage by the committee as set forth in paragraph A above.
- E. The Committee shall provide bargaining unit members with individual or family plan medical and dental insurance as set forth in Exhibit B, including a rider to eligible dependents to age 26.
- F. The Committee will provide a \$20,000 term life insurance policy for full-time employees and will permit part-time employees to participate in the program at their own expense.
- G. Employees will have the option to purchase optional term insurance. This policy is subject to the terms and conditions of the plan as specified by the agreement between the Cranston School Committee and the current life insurance company.

## ARTICLE XII

### General Provisions

- A. Social Security Coverage
 

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

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

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

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

E. Uniforms

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

1. Utility crew and personnel, if they so desire, shall be provided safety shoes and equipment as follows:
  - a. Utility Crew-five (5) sets of uniforms, Safety glasses, work gloves and steel toe insulated, waterproof, and chemical resistant shoes.
  - b. Food truck Drivers-standard steel toe shoes.
 Replacement of shoes shall be as needed

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

F. Jury Service

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

G. Transfers

1. The Committee shall exercise its prerogative in transferring personnel when deemed to be in the best interest of the Cranston Public Schools.
2. Transfers will be made effective after consultation between the employee and a representative of the administration. The employee may choose to have a representative of the Union present at the time of consultation.
3. The employee shall be given, upon his/her request reason(s) for the transfer in writing.
4. Transfer of employees under the terms of this paragraph shall be accomplished as follows:
  - a. The employee may apply for a vacant position and considered for assignment on the basis of his/her qualifications and seniority.

- b. The employee may be assigned to a position which becomes vacant provided no more senior and no more qualified employee seeks to be assigned.
- H. During the school recesses and summer vacation period, the four-hour custodians shall be utilized to work along with the full-time custodian by consolidating their total number of work hours (20 hours) into two or three days whenever practicable.

### ARTICLE XIII

#### Management Rights

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

#### Additions/Deletions/Modification

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

**Duration**

The provisions of this agreement herein contained shall remain in full force and effect for the period beginning July 1, 2014, and ending June 30, 2017.

Chairperson  
Cranston School Committee

President  
Employees NAGE Local RI-153

\_\_\_\_\_

\_\_\_\_\_

Superintendent of Schools

Date

\_\_\_\_\_

\_\_\_\_\_

**APPENDIX A****SALARY SCHEDULE****High School Forman / Utility Forman**

<b>Step</b>	<b>14-15</b>
1.	14.77
2.	15.26
3.	15.70
4.	16.20
5.	16.64
6.	17.19
7.	17.47
8.	17.74
9.	18.00

**SALARY SCHEDULE****Middle School Forman**

<b>Step</b>	<b>14-15</b>
1.	13.83
2.	14.35
3.	14.85
4.	15.15
5.	15.74
6.	16.23
7.	16.50
8.	16.78
9.	17.05

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

<b>Step</b>	<b>14-15</b>
1.	13.21
2.	13.72
3.	14.18
4.	14.69
5.	15.13
6.	15.61
7.	15.88
8.	16.15
9.	16.43

**SALARY SCHEDULE****Custodian**

<b>Step</b>	<b>14-15</b>
1.	12.46
2.	12.98
3.	13.45
4.	13.88
5.	14.41
6.	14.87
7.	15.15
8.	15.42
9.	15.69

**SALARY SCHEDULE****4 Hour Part Time Custodian**

<b>Step</b>	<b>14-15</b>
1.	9.61
2.	10.27

**SALARY SCHEDULE****5 Hour Part Time Custodian**

<b>Step</b>	<b>14-15</b>
1.	9.61
2.	10.27

The parties agree that any member who would have been entitled to longevity pay in the 2014-2015 fiscal year shall receive the amount he/she would have been paid as an increase in his/her base salary in the 2014-2015 fiscal year.

The parties further agree to reopen negotiations for salary only for the 2015-2016 and 2016-2017 fiscal years.

**CRANSTON PUBLIC SCHOOLS  
FISCAL IMPACT STATEMENT  
CUSTODIANS  
2014 - 2017**

CATEGORY		2014-2015	2015-2016	2016-2017
RAISE	(A) & (C)	116,397	116,397	116,397
STEPS	(B)	38,680	24,398	22,485
PENSION		19,012	17,261	17,027
FICA		9,615	8,729	8,611
MEDICARE		2,249	2,042	2,014
		185,953	168,827	166,533
			<b>Summary</b>	<b>521,314</b>

**ASSUMPTIONS**

(A) - RAISE

2014-2015 = 3%

2015-2016 = Re-Opener

2016-2017 = Re-Opener

(B) - STEP MOVEMENT ALL 3 YEARS

(C) - LONGEVITY (\$39,130)

TO BE PHASED INTO SALARY

7-14-2

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THE CITY OF CRANSTON

**ORDINANCE OF THE CITY COUNCIL**  
IN AMENDMENT OF TITLE 6, OF THE CODE OF THE CITY OF CRANSTON,  
2005, ENTITLED "ANIMALS" (Roosters)

*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 26 entitled "Animals" is hereby amended to read as follows:

**6.04.030 Keeping animals in certain districts prohibited.**

A. No person shall keep any horse or rooster within any closely built-up residential area unless he or she shall have available, either through ownership or lease, at least twenty thousand (20,000) square feet of pasture area.

B. The provisions of this section shall be enforced by the dog officer or any police officer of the city.

C. Every person violating this section shall be fined fifty dollars (\$50.00).

Section 2. This Ordinance shall take effect on \_\_\_\_\_

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Positive Endorsement

Negative Endorsement (attach reasons)

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

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

Sponsored by: Councilman Botts

Referred to Ordinance Committee 8/14/2014

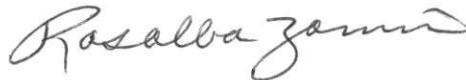
**XIV. MISCELLANEOUS BUSINESS ON CLERK'S DESK**

None.

The meeting adjourned at 9:30 P.M.



Maria Medeiros Wall, JD, City Clerk



Rosalba Zanni  
Assistant City Clerk/Clerk of Committees

(See Stenographic Notes of Ron Ronzio, Stenotypist)