

(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 25, 2014-

Regular meeting of the City Council was held on Monday, August 25, 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, Councilmen Stycos, Botts, Council Majority Leader Archetto, Councilmen Aceto, Santamaria, Council Minority Leader Favicchio, Council Vice-President Farina and Council President Lanni -9.

Also Present: Gerald Cordy, Director of Administration; Carlos Lopez, Chief of Staff; 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 Aceto, it was voted to dispense with the reading of the minutes of the last meeting and they stand approved as recorded. Motion passed on a vote of 9-0. The following being recorded as voting "aye": Councilwoman Lee, Councilmen Stycos, Botts, Council Majority Leader Archetto, Councilmen Aceto, Santamaria, Council Minority Leader Favicchio, Council Vice-President Farina and Council President Lanni -9.

I. PUBLIC ACKNOWLEDGEMENTS AND COMMENDATION

XIII. MISCELLANEOUS BUSINESS ON CLERK'S DESK

PASTORE CENTER STORMWATER REPAIRS:

State of RI Facilities Management –Permit request to allow construction within 25' buffer of State Historic Cemetery no. 60. [\[click to view request\]](#) [\[click to view Planning Memo\]](#)

Dane Kwikowski, Facilities Management for the State Department of Administration appeared to speak.

Lynne Furney, City of Cranston Senior Planner, also appeared to speak.

Mr. Kwikowski stated that they are in the process of doing a thorough evaluation of the storm water. They will make sure that the culvert does not cause a negative impact.

-AUGUST 25, 2014-

Councilman Aceto asked if an engineering study of the water runoff has been done. Mr. Kwikowski stated that right now, they are still in the evaluation process. Councilman Aceto asked if they are working with the Public Works Department along with the Planning Department. Mr. Kwikowski stated that they are.

Ms. Furney stated that if the City Council grants a permit, the City Clerk would draft the permit. She stated that at that point, the Planning Department would like to offer comments or stipulations with one condition being that any exposed roots near the cemetery be removed by hand and not a bulldozer to avoid any more graves being disturbed.

On motion by Council Vice-President Farina, seconded by Councilman Santamaria, it was voted to approve this permit subject to recommendation or any stipulations by the Planning Department with one condition that any exposed roots near the cemetery be removed by hand and not a bulldozer to avoid any more graves being disturbed. Motion passed on a vote of 9-0. The following being recorded as voting "aye": Councilwoman Lee, Councilmen Stycos, Botts, Council Majority Leader Archetto, Councilmen Aceto, Santamaria, Council Minority Leader Favicchio, Council Vice-President Farina and Council President Lanni -9.

On motion by Council Vice-President Farina, seconded by Councilman Santamaria, it was voted to approve the permit for the Pastore Center Storm Water Repairs subject to recommendation and any stipulations by the Planning Department with one condition that any exposed roots near the cemetery be removed by hand and not bulldozer to avoid any more graves being disturbed. Motion passed on a vote of 9-0. The following being recorded as voting "aye": Councilwoman Lee, Councilmen Stycos, Botts, Council Majority Leader Archetto, Councilmen Aceto, Santamaria, Council Minority Leader Favicchio, Council Vice-President Farina and Council President Lanni -9.

II. PUBLIC HEARINGS

(limited to docketed matters)

Walter Lawrence appeared to speak and asked that the Council pass an Ordinance giving all people who have easements a tax exemption on the Tennessee Gas Pipeline area.

James Saccoccio, 76 Midvale Ave., appeared to speak regarding 81 Midvale Ave. He stated that he has contacted Susan Hogan of Channel 12 and she called City Hall three times requesting a call back and nothing happened. Today, she called again and was told this issue was being worked on.

Council President Lanni asked for legal opinion regarding this.

Solicitor Kirshenbaum stated that since the last time this issue was discussed, a letter was sent to the building owners, Timothy and Melissa Alvit and copied certified mail to RI Housing and Mortgage Finance Corporation, per RIGL Demolition Order, due to unsafe conditions.

Mr. Saccoccio stated that this is the second time the foundation of this house has caved in. He will obtain a petition from his neighbors asking them to go to the Assessor asking for an abatement on their property. This will cost the City a lot more money than to tear down the house.

Solicitor Kirshenbaum stated that he understands the frustration, but there is a procedure and a process.

-AUGUST 25, 2014-

Councilman Santamaria asked Solicitor Kirshenbaum what the next step would be if the owners do not respond to this letter. Solicitor Kirshenbaum stated that the City has a list of people or vendors who can do the service.

Councilman Santamaria asked that, since the Safety Services and Licenses Committee is not meeting in September, this be referred to the next Public Works Committee meeting,

Richard Tomlins, 400 Farmington Ave., appeared to speak and stated that legal fees will total approximately \$1 million by the end of the year and as reported recently, the City has approximately \$3 million surplus, mostly from the School Department. His concern is mainly dollars and cents. As a result of all the legal cases, we will be looking at a tax increase.

III. RESOLUTIONS

None.

IV. REPORT OF COMMITTEES

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

**CLASS BVICTUALLING INDIVIDUAL LIQUOR LICENSE –
NEW No. 80 (Above the cap requires full council recommendation)**
The Blend Café – hours 11 – 9 Monday – Sunday 745 Reservoir Ave.
Welbi Genao

On motion by Councilman Aceto, seconded by Councilman Santamaria, it was voted to approve the above liquor license application. Motion passed on a vote of 9-0. The following being recorded as voting “aye”: Councilwoman Lee, Councilmen Stycos, Botts, Council Majority Leader Archetto, Councilmen Aceto, Santamaria, Council Minority Leader Favicchio, Council Vice-President Farina and Council President Lanni -9.

ORDINANCE COMMITTEE (Councilman Paul H. Archetto, Chair)

7-14-2 ORDINANCE IN AMENDMENT OF TITLE 6 OF THE CODE OF THE CITY OF CRANSTON, 2005, ENTITLED ‘ANIMALS’ (Roosters). Failed in Committee 8/14/2014 (Informational only – no action Rule 25)

No action.

FINANCE COMMITTEE (Councilman Steven A. Stycos, Chair)

RESOLUTION AUTHORIZING REAL ESTATE AND TANGIBLE 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, Council Majority Leader Archetto, Councilmen Aceto, Santamaria, Council Minority Leader Favicchio, Council Vice-President Farina and Council President Lanni -9.

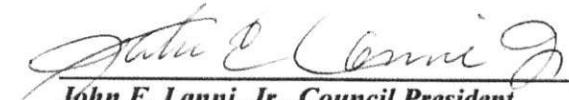
THE CITY OF CRANSTON

RESOLUTION OF THE CITY COUNCIL

**AUTHORIZING REAL ESTATE/TANGIBLE TAX ABATEMENTS AS
RECOMMENDED BY CITY ASSESSOR**

No. 2014-32

Passed:
August 25, 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
869 PARK AVE
CRANSTON, RI 02910

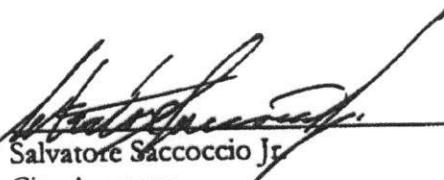
SALVATORE SACCOCCIO JR.
CITY ASSESSOR
DAVID COLE
DEPUTY ASSESSOR

MEMO

DATE: August 5, 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	63,686	2,181.88
December 31, 2013	<u>1,168,101</u>	<u>31,035.54</u>
Totals:	1,231,787	33,217.42


Salvatore Saccoccio Jr.
City Assessor

City of Cranston
2013 Abatement List

1 0112333601 990-1123-335
Location 1785 CRANSTON ST
AMERICAN HOME HTG & A/C INC
AMERICAN HOME HTG & A/C INC
100 SOUTHERN ST
CRANSTON RI 02920

	Value	Tax
Original :	20000	685.20
OUT OF BUSINES :	20000	685.20
Adjusted :		

2 0230233501 990-2302-335
Location 282 PHENIX AV
BODINE CHRIS W
CHRIS W BODINE
150 BEECHWOOD DRIVE
CRANSTON RI 02921

	Value	Tax
Original :	3679	126.04
OUT OF BUSINES :	3679	126.04
Adjusted :		

3 0610761001 990-6107-610
Location 575 PARK AV
FOCUS 24
SYTEX SYSTEMS INC
560 PARK AVE
CRANSTON RI 02910

	Value	Tax
Original :	5975	204.79
OUT OF BUSINES :	5975	204.79
Adjusted :		

4 1090867501 991-0086-675
Location 2 STARLINE WAY
JON PAUL CO
MASTROBUONO JOHN
2 STARLINE WAY UNIT 0
CRANSTON RI 02921

	Value	Tax
Original :	5110	175.06
OUT OF BUSINES :	5110	175.07
Adjusted :		.01

5 1916175001 991-9161-750
Location 31 PAINE AV
R & R RESTAURANT HOOD CLEANERS
STRUMAR, RYAN & HOGAN, RYAN
31 PAINE AVE
CRANSTON RI 02910

	Value	Tax
Original :	5000	171.30
OUT OF BUSINES :	5000	171.30
Adjusted :		

6 2188351001 992-1883-510
Location 370 ATWOOD AVE
TOWER FINANCIAL GROUP INC
THOMAS PUOCO PRES
370 ATWOOD AVE
CRANSTON RI 02920

	Value	Tax
Original :	23922	819.56
OUT OF BUSINES :	23822	819.57
Adjusted :		.01

Original	Value	Tax	
Abatements	83686	2181.88	on 6 Accounts
Adjusted		.02	

City of Cranston
2014 Abatement List

1 0112399501 990-1123-995
Location 199 SOCKANOSSET CROSS
A & M PRODUCTIONS INC
AM PRODUCTIONS INC
96 HEYSOSSET ST 5TH FLR
PROVIDENCE RI 02903

	Value	Tax
Original :	2909	99.66
OUT OF BUSINES :	2909	99.66
Adjusted :		

2 0112282601 990-1122-825
Location 481 DYER AV
AJ JUICE SERVICE
JOSEPH NOTARCONATO
481 DYER AVENUE
CRANSTON RI 02920

	Value	Tax
Original :	1000	34.26
OUT OF BUSINES :	1000	34.26
Adjusted :		

3 0111933501 990-1119-335
Location VARIOUS ST
ALL-EQUIP LEASING INC
JUDITH ELOVITZ
20 DONNA DR
NEWTON MA 02459

	Value	Tax
Original :	5511	188.80
LISTING ERROR :	5511	188.81
Adjusted :		-.01

4 0112333501 990-1123-335
Location 1785 CRANSTON ST
AMERICAN HOME HTG & A/C INC
AMERICAN HOME HTG & A/C INC
108 SOUTHERN ST
CRANSTON RI 02920

	Value	Tax
Original :	20000	685.20
OUT OF BUSINES :	20000	685.20
Adjusted :		

5 0107496981 037-0309
Location 899 SCITUATE AV
ARAKELIAN GEORGE SR
ARAKELIAN JOYCE E
899 SCITUATE AVE
CRANSTON RI 02921

	Value	Tax
Original :	168999	3814.25
Exemption Omit :	43988	1084.84
Adjusted :	123013	2809.61

6 0111305001 990-1113-050
Location 878 ATHOOD AV
ARLENE'S CERAMIC HUT
VIVIER ARLENE
878 ATHOOD AVE
CRANSTON RI 02920

	Value	Tax
Original :	1880	37.99
OUT OF BUSINES :	1880	37.99
Adjusted :		

7 0110846501 008-2050
Location 101 MASSACHUSETTS ST
AUCOME MARIE
101 MASSACHUSETTS ST
CRANSTON RI 02920

	Value	Tax
Original :	134399	3089.66
Exemption Omit :	2282	51.68
Adjusted :	132137	3018.60

8 0223405001 990-2234-050
Location 2139 BROAD ST
BAYSIDE REALTY GROUP INC
GIARDINA ANNE M
162 NARRAGANSETT PIQWY
WARWICK RI 02888

	Value	Tax
Original :	3524	120.73
OUT OF BUSINES :	3524	120.73
Adjusted :		

9 0230726001 002-2085-003
Location 34C VILLA AV
BMC HOLDINGS LLC
VICTORY REALTY RIGP
905 CRANSTON ST
CRANSTON RI 02920-7842

	Value	Tax
Original :	123600	2623.82
LISTING ERROR :	123600	2623.82
Adjusted :		

City of Cranston
2014 Abatement List

10 0230753502 002-2085-002
Location 34B VILLA AV
BMC HOLDINGS LLC
905 CRANSTON ST
CRANSTON RI 02920-7843

	Value	Tax
Original :	122200	2791.84
LISTING ERROR :	122200	2791.85
Adjusted :		-.01

11 0230753501 002-2085-001
Location 34A VILLA AV
BMC HOLDINGS LLC
905 CRANSTON ST
CRANSTON RI 02920-7843

	Value	Tax
Original :	119900	2738.51
LISTING ERROR :	119900	2738.52
Adjusted :		-.01

12 0230233501 990-2302-335
Location 282 PHENIX AV
BODINE CHRIS W
CHRIS W BODINE
159 BEECHWOOD DRIVE
CRANSTON RI 02921

	Value	Tax
Original :	2480	84.96
OUT OF BUSINES :	2480	84.96
Adjusted :		

13 0230675501 007-1789
Location 137 HARMON AV
BRESSETTE ROBERT G
BRESSETTE JUDITH A TRUSTEES
2045 NE 24TH AVE #3
POHPIANO BEACH FL 33062

	Value	Tax
Original :	134400	3069.69
Exemption Omit :	23501	536.76
Adjusted :	110899	2532.93

14 0332018501 016-0812
Location 85 COLD BROOK DR
CALISE ARLEEN S
85 COLD BROOK DRIVE
CRANSTON RI 02920

	Value	Tax
Original :	192063	4386.78
Exemption Omit :	39171	894.87
Adjusted :	152892	3492.03

15 0320474501 011-1186
Location 130 UXBRIDGE ST
CARNEVALE VINCENT LIFE ESTATE
C/O JOAN PAOLIUCA
115 AMHERST RD
CRANSTON RI 02920

	Value	Tax
Original :	166100	3793.72
Exemption Omit :	31337	715.74
Adjusted :	134763	3077.98

16 0331974501 035-0203-005
Location 25 STARLINE WAY #5
CORSO JOHN M TRUSTEE
89 BUNDALE RD
CRANSTON RI 02921-2811

	Value	Tax
Original :	79600	2723.67
LISTING ERROR :	9800	335.75
Adjusted :	89400	2387.92

17 0420216001 007-3291
Location 46 HOPEMELL AV
DIXON PHILLIP G
JONES-DIXON ANDREA R T/E
46 HOPEMELL AVE
CRANSTON RI 02920

	Value	Tax
Original :	131900	3012.50
Exemption Omit :	7636	178.97
Adjusted :	124264	2833.52

18 0611363501 004-2325
Location 20 KOSTER ST
FABBRI CARMINE A
FABBRI PRISCILLA A T/E
20 KOSTER ST
CRANSTON RI 02910

	Value	Tax
Original :	150200	3439.56
Exemption Omit :	23501	538.78
Adjusted :	126699	2898.88

City of Cranston
2014 Abatement List

19 0811279001 990-6112-799
Location 31 GANSETT AV
FABRIZI'S FAST FOOD INC
FABRIZI'S FAST FOOD INC
31 GANSETT AVE
CRANSTON RI 02920

	Value	Tax
Original :	17508	590.82
OUT OF BUSINESS :	17508	590.82
Adjusted :		

20 0610761001 990-6107-610
Location 575 PARK AV
FOCUS 24
SYTEX SYSTEMS INC
569 PARK AVE
CRANSTON RI 02910

	Value	Tax
Original :	5575	190.00
OUT OF BUSINESS :	5575	191.00
Adjusted :		..01

21 0814517001 009-1610
Location 65 KEITH AV
MAJUE RENE C
65 KEITH AVE
CRANSTON RI 02910

	Value	Tax
Original :	136200	3110.80
Exemption Omit :	23601	536.78
Adjusted :	112600	2574.04

22 1313844001 991-3138-440
Location 34 SOPHIA DR
LAWFREDI EDWARD J
EDWARD J LAWFREDI
34 SOPHIA DR
CRANSTON RI 02921

	Value	Tax
Original :	14100	483.08
OUT OF BUSINESS :	14100	483.07
Adjusted :		..01

23 1313866001 991-3138-660
Location 135 MADISON AV
LIBERTY IRRIGATION & LDSCP INC
MARIA LANNI
135 MADISON AVE
CRANSTON RI 02920

	Value	Tax
Original :	1500	51.39
OUT OF BUSINESS :	1500	51.39
Adjusted :		

24 1313821501 991-3138-215
Location 22 DEAN ST
LISA D'ERGOLE STUDIO
LISA A DERGOLE
22 DEAN ST
CRANSTON RI 02910

	Value	Tax
Original :	10000	342.60
LISTING ERROR :	6780	232.28
Adjusted :	3220	110.32

25 1432034001 007-3355
Location 1196 CRANSTON ST
MORETTI ANGELO
MORETTI MARIA T/E
1211 CRANSTON ST
CRANSTON RI 02920

	Value	Tax
Original :	88100	3016.30
LISTING ERROR :	66300	2271.44
Adjusted :	21800	746.86

26 1604344001 991-6643-445
Location 75 LEGION WAY
OCEAN STATE REMODELING
BATTLE DENNIS V
75 LEGION WAY
CRANSTON RI 02910

	Value	Tax
Original :	2500	85.65
OUT OF BUSINESS :	2500	85.65
Adjusted :		

27 1716613501 004-0869
Location 1 MOORE AV
PALMIERI CYNTHIA
LARRIGAN KATHLEEN A JT
1 MOORE AVE
CRANSTON RI 02910

	Value	Tax
Original :	80000	1631.22
Exemption Omit :	80000	2055.58
Adjusted :		-424.36

*** RECIABT.REP *** Printed 08052014 at 08:52:17 by KARBUR

Page 4

City of Cranston
2014 Abatement List

<p>28 1718089001 001-7180-800 Location 295 MESHANTICUT VALLEY POULOS JAMES N JAMES N POULOS 295 MESHANTICUT VLY PKWY CRANSTON RI 02920</p>	<p>29 1916175001 001-9161-750 Location 31 PAINE AV R & R RESTAURANT HOOD CLEANERS STRUMAR, RYAN & HOGAN, RYAN 31 PAINE AVE CRANSTON RI 02910</p>	<p>30 1900950001 007-2112 Location 11 CRESCENT AV RANUCCI VICTORIA RICHARD J RAM 11 CRESCENT AVE CRANSTON RI 02910</p>																																				
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<p>31 1915790001 001-9157-000 Location 980 RESERVOIR AVE RE/MAX FIRST CHOICE JRP REALTY INC 980 RESERVOIR AVE CRANSTON RI 02910</p>	<p>32 1914743001 001-9147-430 Location VARIOUS RELIABLE VENDING RUZZO RAYMOND R 11 INDIAN TRAIL CRANSTON RI 02921</p>	<p>33 1911538001 009-2029 Location 87 FORDSON AV ROUX FLORENCE R 87 FORDSON AVE CRANSTON RI 02910</p>																																				
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Adjusted :	86580	1977.93																																				
<p>34 2000851001 030-0191 Location 1389 HOPE RD SACCOCCIO MARGARET A 1389 HOPE ROAD HOPE RI 02831-1862</p>	<p>35 2026412501 008-0449 Location 28 BYRON ST SARDELLI VICTORIA A 2/3 SARDELLI LISA 1/3 28 BYRON ST CRANSTON RI 02920-6702</p>	<p>36 2026267501 020-2114-017 Location 280 SCITUATE AV #17 SHEWCHUK HELEN M TRUSTEE 135 SANDY LANE WARWICK RI 02889</p>																																				
<table border="0"> <thead> <tr> <th></th> <th>Value</th> <th>Tax</th> </tr> </thead> <tbody> <tr> <td>Original :</td> <td>116363</td> <td>2657.71</td> </tr> <tr> <td>Exemption Omit :</td> <td>1090</td> <td>24.90</td> </tr> <tr> <td>Adjusted :</td> <td>115273</td> <td>2632.81</td> </tr> </tbody> </table>		Value	Tax	Original :	116363	2657.71	Exemption Omit :	1090	24.90	Adjusted :	115273	2632.81	<table border="0"> <thead> <tr> <th></th> <th>Value</th> <th>Tax</th> </tr> </thead> <tbody> <tr> <td>Original :</td> <td>106500</td> <td>2432.46</td> </tr> <tr> <td>Exemption Omit :</td> <td>15673</td> <td>357.97</td> </tr> <tr> <td>Adjusted :</td> <td>90827</td> <td>2074.49</td> </tr> </tbody> </table>		Value	Tax	Original :	106500	2432.46	Exemption Omit :	15673	357.97	Adjusted :	90827	2074.49	<table border="0"> <thead> <tr> <th></th> <th>Value</th> <th>Tax</th> </tr> </thead> <tbody> <tr> <td>Original :</td> <td>207100</td> <td>4730.16</td> </tr> <tr> <td>Exemption Omit :</td> <td>31338</td> <td>715.78</td> </tr> <tr> <td>Adjusted :</td> <td>175762</td> <td>4014.40</td> </tr> </tbody> </table>		Value	Tax	Original :	207100	4730.16	Exemption Omit :	31338	715.78	Adjusted :	175762	4014.40
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Adjusted :	175762	4014.40																																				

City of Cranston
2014 Abatement List

37 2025386001 992-0253-869
Location 389 ATWOOD AV
SPEEDEE OIL CHANGE & TUNE UP
ME #7 INC
643 KELLEY BLVD RIGHT
NORTH ATTLEBORO MA 02760

	Value	Tax
Original	: 31474	1078.29
OUT OF BUSINES	: 31474	1078.30
Adjusted	:	.01

38 2108351001 992-1083-510
Location 370 ATWOOD AVE
TOMER FINANCIAL GROUP INC
THOMAS PUOCO PRES
370 ATWOOD AVE
CRANSTON RI 02920

	Value	Tax
Original	: 22622	775.02
OUT OF BUSINES	: 22622	775.03
Adjusted	:	.01

39 2109000501 010-1437
Location 46 HARVARD CT
TROUVE NATHAN M
46 HARVARD CT
CRANSTON RI 02920-8008

	Value	Tax
Original	: 208800	4768.99
Exemption Omit	: 18672	357.95
Adjusted	: 193128	4411.04

40 2412248001 992-4122-480
Location 11 LINCOLN AV #6
HILLIS LANDSCAPING & FLOWING
ALBERT M HILLIS
11 LINCOLN AVE #6
CRANSTON RI 02920

	Value	Tax
Original	: 10000	342.60
LISTING ERROR	: 7000	239.82
Adjusted	: 3000	102.78

41 2412185001 992-4121-850
Location VARIOUS ST
WM HEALTHCARE SOLUTIONS, INC
C/O MARVIN POER
PO BOX 52427
ATLANTA GA 30355

	Value	Tax
Original	: 98747	3383.07
OUT OF BUSINES	: 98747	3383.07
Adjusted	:	

0000000000
Location

	Value	Tax
Original	:	
Adjusted	:	

	Value	Tax	
Original	3004411	73894.06	
Abatements	1168101	31035.54	on 41 Accounts
Adjusted	1836310	42858.52	

-AUGUST 25, 2014-**RESOLUTION AUTHORIZING MOTOR VEHICLE 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, Council Majority Leader Archetto, Councilmen Aceto, Santamaria, Council Minority Leader 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, Council Majority Leader Archetto, Councilmen Aceto, Santamaria, Council Minority Leader Favicchio, Council Vice-President Farina and Council President Lanni -9.

TAX INTEREST WAIVER DENIALS

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

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).

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

CLAIMS COMMITTEE
(Councilwoman Sarah Kales Lee, Chair)

REPORT OF SETTLED CLAIMS (*Informational purposes only*): Delores Maiorano \$50.00 property damage; Allstate Insurance for Fatima Muriel \$6,006.20 vehicle damage; Janice Rainho \$866.96 vehicle damage; William J. Sousa \$300.00 vehicle damage.

No action needed.

V. PUBLIC HEARINGS
(open to any matters)

Lillian Rivera, former Cranston Police Sergeant, appeared to speak and gave background of her case and of abuse in power and harassment from past Administrations.

Solicitor Kirshenbaum cautioned Ms. Rivera that she signed a waiver and if she waives the terms of the release she signed, other people who have information regarding her case are free to speak and say what they want.

Ms. Rivera stated cautioned the City Council that this Council was lied to before and asked that they refer to the Special Council Meeting minutes of March 27, 2008.

Solicitor Kirshenbaum stated that, for the record, Mayor Fung was not Mayor in 2008.

Robin Schutt, former Director of Administration, appeared to speak and pointed out that Ms. Rivera was not terminated. She receives a pension. She also indicated that there were thorough investigations regarding Ms. Rivera's allegations.

VI. ELECTION OF CITY OFFICIALS

ZONING BOARD OF REVIEW:

STEPHANIE SOSCIA, Second Alternate

On motion by Council Majority Leader Archetto, seconded by Council Vice-President Farina, it was voted to appoint ***Stephanie Soscia*** as ***Second Alternate Member of the Zoning Board of Review***. Motion passed on a vote of 9-0. The following being recorded as voting "aye": Councilwoman Lee, Councilmen Stycos, Botts, Council Majority Leader Archetto, Councilmen Aceto, Santamaria, Council Minority Leader Favicchio, Council Vice-President Farina and Council President Lanni -9.

VII. REPORT OF CITY OFFICERS

None.

VIII. EXECUTIVE COMMUNICATIONS

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

None.

CRANSTON FIRE DEPARTMENT:

LT. DAVID RECORDS - Request to be continued in service

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

TERRY P. BRENNAN - Request to be placed on pension effective September 1, 2014

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

IX. COUNCIL PRESIDENT COMMUNICATIONS

- ***Macklin St. – No Trucking***

Council President Lanni stated that he has received complaints regarding Macklin Street through trucking. He asked that the Administration look into this immediately. There was a sign placed indicating that Calder St. be used, but this is still a problem. This has been a problem for fourteen years.

- *El Tapatio Property*

Council President Lanni stated that the grass is waist high. He called this in to the City weeks ago and nothing has been done.

- *Legal Fees*

Council President Lanni stated that legal fees keep increasing. He hopes we get positive results from this money being spent because this is taxpayers' money.

X. COUNCIL MEMBER COMMUNICATIONS

COUNCILMAN STYCOS:

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

Mr. Cordy stated that no communication has been received from Carpionato regarding those trees.

Councilman Stycos asked that a letter be sent to them. Mr. Cordy stated that he would like the opportunity first to check with the Planning Department on how this voluntary tree planting came about. He will have a letter sent to Carpionato.

- *Sharon St. Signs*

Councilman Stycos stated that Sharon St. needs One-Way Do Not Enter signs. These were to be installed in June and have not. He questioned why they have not been installed yet. Mr. Cordy stated that he will look into this.

- *Springwood St.*

Councilman Stycos questioned why the No Through Trucking signs have been installed on Springwood St. Mr. Cordy stated that those signs are up.

COUNCILMEN STYCOS AND ARCHETTO:

- *Administrative report on status and cost of Antonucci case*

Solicitor Kirshenbaum stated that this is an ongoing case and cost to date is approximately \$400,000. Specifics of the case, he cannot speak on.

Councilman Stycos asked if a neutral has been appointed on the Bill of Rights Hearing. Solicitor Kirshenbaum stated that if there are any questions on this case, he can schedule an Executive Session after speaking to the attorney handling this case.

COUNCILMEN ACETO AND SANTAMARIA:

- *Utility patches on Phenix, Dove Court and Pepper Mill Lane*

Mr. Mason addressed Phenix Ave. and stated that this was a grade 1 gas leak and permanent patch will be installed in approximately sixty days.

Mr. Mason addressed Dove Ct. and Pepper Mill Lane and stated that those repairs will be done by the Highway Department.

Councilman Aceto stated that the Phenix Ave. patches, he understands it was an emergency, but he asked who approved this from the City. This is a brand new paved road. Mr. Mason stated that Public Works approves the permits. He will speak to National Grid and ask them to do a better job when patching the streets.

-AUGUST 25, 2014-

- *Maintenance of entrance to Alpine Estates*

Councilman Santamaria asked if the City maintains this. Mr. Mason stated that the City takes care of that and the weeds were taken out last week.

- *Wine St.*

Councilman Santamaria stated that a constituent contacted him regarding traffic cutting through Cranston High School West. He asked that the Administration address this.

- *74 Warren Ave.*

Councilman Santamaria asked for an update regarding 74 Warren Ave. Mr. Lopez stated that this is on the list for the Building official to address.

COUNCILMAN ACETO:

- *Report from Administration on Oaklawn Avenue Bridge flooding*

Councilman Aceto stated that this problem has to be solved. He asked that the Public Works Director come up with a plan to solve this problem. Mr. Mason stated that engineering studies have been done. The pipe has been cleaned by the Highway Department and is very clean and free flowing.

COUNCILMAN SANTAMARIA:

- *Administration report on legal fees, hourly rate for Attorneys Pisaturo and Zangaria*

No discussion.

- *Update on 81 Midvale from Solicitor Kirshenbaum*

Discussed earlier in the meeting.

COUNCILMAN ARCHETTO:

- *245 Princess Ave.*

Councilman Archetto stated that there is a sinkhole at this location and he sent an e-mail to the Administration asking for status update. He has not received a reply on this. Mr. Cordy stated that he will check into this.

- *Gansett Ave. and Cranston St.*

Councilman Archetto stated that he has received complaints regarding weeds at Gansett Ave. and Cranston St. he sent an e-mail to the Administration regarding this and he would like this addressed.

- *Gladstone St. fence*

Councilman Archetto stated that the fence is still damaged. He would like this repaired before the school opens. He asked that this be addressed.

- *No Parking signs on Gladstone St.*

Councilman Archetto asked that no parking signs on fence at Gladstone St., have not been installed yet. This was passed a few months ago.

COUNCIL VICE-PRESIDENT FARINA:

- *894 Oaklawn Ave.*

Council Vice-President Farina stated that there is a sink hole at this location. He asked if the City can do something to augment this issue. Mr. Lopez stated that this is a State road and it has been called into the State. He also stated that it is a sunken drain in front of the constituent's store. It is not on her property. He will contact the State again tomorrow to see if this can be addressed sooner.

- *Cranston High School West Alumni*

Council Vice-President Farina stated that the Cranston High School West Alumni is looking for a grant to upgrade the baseball field and soccer field at Cranston High School West. Any help from the Grant Writer would be appreciated.

COUNCILMAN FAVICCHIO:

- *Tree Program*

Councilman Favicchio asked what the status is on this program. Mr. Cordy stated that Mr. Barone has been in communication with the Rhode Island Tree Council. He does not have any further details this evening.

- *15 Capuano*

Councilman Favicchio asked that this be placed on the next meeting's Council Docket.

- *Grant Writer*

Councilman Favicchio asked that in the Fall, the Grant Writer be asked to look into the transportation issue.

COUNCILMAN BOTTS:

- *Reservoir Ave. - Overgrown Grass and Weeds*

Councilman Botts stated that there is overgrown grass and weeds in the area of Reservoir Ave. near the Route 10 construction project. He asked if D.O.T. can be asked to address this.

- *Willis St.*

Councilman Botts stated that he has received complaints of vehicles being staged and making a lot of noise at this location.

- *Rolfe Square*

Councilman Botts asked what the status is on the repairs to sidewalks and crosswalks and replacing of bricks at Rolfe Square. Mr. Mason stated that the City is still in the process of repairing storm drains, but this will be addressed.

- *Fordson Ave.*

Councilman Botts asked if this street has been swept this year. Mr. Mason stated that the street sweeping has been completed. If there are areas that need a second sweeping, he be contacted and it will be addressed.

XI. OLD BUSINESS

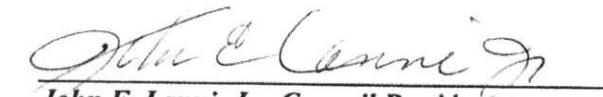
THE CITY OF CRANSTON

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

No. 2014-33

Passed:

August 25, 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
869 PARK AVE
CRANSTON, RI 02910

SALVATORE SACCOCCIO JR.
CITY ASSESSOR

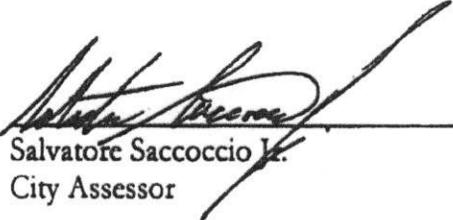
DAVID COLE
DEPUTY ASSESSOR

MEMO

DATE: August 5, 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, 2008	866	36.75
December 31, 2010	4,931	209.26
December 31, 2011	23,128	981.57
December 31, 2012	53,756	2,281.39
December 31, 2013	<u>475,938</u>	<u>20,198.82</u>
Totals:	558,619	23,707.79


Salvatore Saccoccio Jr.
City Assessor

*** MECRIABT_CR.REP *** Printed 08042014 at 12:22:32 by KARBUR

Page 1

City of Cranston
2009 Motor Vehicle
Abatement List

1	36012060	0000054888		00000000	0000000000	00000000	0000000000
	Vehicle 2008	NISS	841671	Vehicle 0000	ID	Vehicle 0000	ID
	ID 3M19C13E26L382109						
	FONSECA JOSHUA A						
	13 CLEVELAND ST						
	Cranston RI 02920						

Original :	Value	Tax	Original :	Value	Tax	Original :	Value	Tax
STOLEN/SOLD/JUNK/TOT	9,055	218.69						
Adjusted Tax:		38.75	Adjusted Tax:			Adjusted Tax:		
		181.94						

For Tax Year: 2009

Original :	Value	Tax	
	9055	218.69	
Adjusted Tax :		38.75 on 1	Accounts
		181.94	

*** RECRIABT_CR.REP *** Printed 08042014 at 12:22:17 by KARBUR

Page 1

City of Cranston
2011 Motor Vehicle
Abatement List

1	33033000	0000030387		00000000	0000000000		00000000	0000000000
	Vehicle 2004	LEXU	896913	Vehicle 0000	ID		Vehicle 0000	ID
	ID JTJBT20X040030367							
	CONNORS LEA R							
	101 CREST DR							
	Cranston RI 02921							

Original :	Value	Tax	Original :	Value	Tax	Original :	Value	Tax
STOLEN/SOLD/JUNK/TOT	18,245	753.10						
Adjusted Tax:		209.26	Adjusted Tax:			Adjusted Tax:		
		543.84						

For Tax Year: 2011

Original :	Value	Tax	
Adjusted Tax :	18245	753.10	
		209.26	on 1 Accounts
		543.84	

City of Cranston
2013 Motor Vehicle
Abatement List

Item #	Vehicle ID	Year	Make	Model	Value	Tax	Abatement	Adjusted Tax	Notes
1	33098680	2009	DOOG	DOOG	13,075	5,198.43	957497	100.06	STOLEN/SOLD/JUNK/TOT
	ID 208HM44E49R702683 CAPITAL LEASE GROUP LTD 145 MANLY STREET Brockton MA 02301								
2	33018750	2007	FORD	FORD	6622	591.83	080806	144.09	STOLEN/SOLD/JUNK/TOTA
	ID 1FAPP63U37A181753 CAVALLARO ANH MARIE 53 KNIGHT ST Cranston RI 02920								
3	33033590	2004	LEXU	LEXU	1988	81.02		81.02	STOLEN/SOLD/JUNK/TO
	ID JTJBT20X040030367 CONNORS LEA R 101 CREST DR Cranston RI 02921								
4	33040380	2007	TOYO	TOYO	8,866	612.93	RH 453	459.03	DECEASED
	ID JTKDE187070214034 COUTU KRISTEN C 41 LACONIA RD Cranston RI 02920								
5	38001220	1998	OLDS	OLDS	714	9.08		6.28	OUT OF COMMUNITY
	ID 1G3HNS2KSM4844360 HALL CHARLES M 63 WILDWOOD DRIVE Cranston RI 02920								
6	38006070	2010	KIA	KIA	14809	362.67		362.67	OUT OF STATE REG
	ID KNDM04C36A6331806 HASTY JOHN 1211 SOUTH BLVD Chipley FL 32428								
7	41010880	1999	VOLV	VOLV	1,397	312.78	FQ 076	12.69	DECEASED
	ID YV1LSS6A1X1586308 KRISS SHERRY S 214 WESH VLY PKWY Cranston RI 02920								
8	43003600	2005	DOOG	DOOG	7885	1142.06	XS 749	266.98	STOLEN/SOLD/JUNK/TOTA
	ID 1D4H88825F586888 MAINE MITCHELL J 76 VERDANT DRIVE Cranston RI 02920								
9	43006790	2007	ACUR	ACUR	5534	342.87		342.87	DECEASED
	ID 2HNYD28427MS00680 MANGIONE VINCENT L 17 WILLIAMS WAY Cranston RI 02921								
10	43031180	1997	LINC	LINC	1,037	75.28	007247	75.28	OUT OF COMMUNITY
	ID 1LRLPH1M2VY675438 HEROLA TIBERI CARLENE F 12 WOODBINE ST Cranston RI 02910								
11	49014060	2003	TOYT	TOYT	4031	153.47	OW 44	153.47	DECEASED
	ID 4T1BE32KX3U178167 SENK KATHLEEN E 222 HYDE ST Cranston RI 02920								
12	49029870	2003	TOYT	TOYT	4853	184.74		72.96	STOLEN/SOLD/JUNK/TO
	ID 4T1BE32K43U854281 SPIVEY LAWRENCE C 245 FLINT AVE CRANSTON RI 02910								

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Page 2

City of Cranston
2013 Motor Vehicle
Abatement List

13	49029900	0000138028		14	52010060	0000151676		00000000	0000000000
	Vehicle 2005	CHEV	987682		Vehicle 2003	TOYT	551492	Vehicle 0860	
	ID 2G1HM12E159319453				ID JTDBR32E132004222			ID	
	SPREULLI CHRISTA S				VOTA AMERICO S				
	16 S COMSTOCK PKWY				50 PIPPIN ORCHARD RD				
	Cranston RI 02921				Cranston RI 02921				
	Original :	Value	Tax	Original :	Value	Tax	Original :	Value	Tax
	STOLEN/SOLD/JUNK/TOT	4,997	760.95	STOLEN/SOLD/JUNK/TOTA	2816	195.25			
	Adjusted Tax:		160.17	Adjusted Tax:		53.82	Adjusted Tax:		
			600.78			51.43			

For Tax Year: 2013

Original :	Value	Tax	
Adjusted Tax :	76624	9922.46	on 14 Accounts
		2281.39	
		7641.07	

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Page 1

City of Cranston
2014 Motor Vehicle
Abatement List

1	31001630 000000794	2	31008180 000003848	3	31013800 000005067
Vehicle 2013 FORD 026901	Vehicle 2008 GULF 005845	Vehicle 2004 DODG 006448	Vehicle 2008 MERC MB 523	Vehicle 2007 FORD 026281	Vehicle 2008 TOYT HP 586
ID 1FTBPS67DEAS2156 ACCESSPOINT RI 885 DYER AVENUE CRANSTON RI 02920	ID 4UZAB2DJ37CZ44442 ALTHAN MARK S 28 MARI GOLD COURT Cranston RI 02920	ID 1D7HG12KX45657343 ANZALONE MICHAEL 30 FAIRFIELD ROAD Cranston RI 02910	ID 4M2EU47EXBLJ04870 BAKER HINDS MARCIE R 306 SMITH ST CRANSTON RI 02905	ID 1FAFP53UX7A117287 BELMORE LEO J 825 PONTIAC AVE 1B 104 Cranston RI 02910	ID 2T1BR32E96C007605 BETTENCOURT ALFRED 22 STAYTON ST CRANSTON RI 02920
Value 21,121 Tax 1,830.77	Value 144549 Tax 7362.70	Value 4012 Tax 507.20	Value 732 Tax 365.62	Value 4921 Tax 197.31	Value 6,118 Tax 236.43
EXEMPTION OMITTED Adjusted Tax: 1,830.77	WRONG MODEL Adjusted Tax: 1395.30	STOLEN/SOLD/JUNK/TO Adjusted Tax: 422.32	DUPLICATE ASSESSMENT Adjusted Tax: 335.91	EXEMPTION OMITTED Adjusted Tax: 197.31	EXEMPTION OMITTED Adjusted Tax: 236.43
4	31018640 000000713	5	32002410 000000857	6	32008830 000001101
Vehicle 2009 DODG NY 730	Vehicle 2008 MERC MB 523	Vehicle 2008 FORD 019503	Vehicle 2008 PLYM LZ 785	Vehicle 2008 TOYT HP 586	Vehicle 2004 VOLV 537212
ID 294FP2583YR888348 ARSONIADIS MARALAMBOS 224 PARK AVE APT 3 CRANSTON RI 02905	ID 4M2EU47EXBLJ04870 BAKER HINDS MARCIE R 306 SMITH ST CRANSTON RI 02905	ID 1FTPW14578FC05784 BROWN KEVIN F 37 MAGNOLIA ST CRANSTON RI 02910	ID 2C4GJ24R7YR684236 BROWN LISA A 24 FAIRVIEW AVE CRANSTON RI 02905	ID 2T1BR32E96C007605 BETTENCOURT ALFRED 22 STAYTON ST CRANSTON RI 02920	ID YV1S230NS41144408 SUFFARDI LAURA E 41 CARMAY DR CRANSTON RI 02921
Value 1,027 Tax 259.99	Value 732 Tax 365.62	Value 18370 Tax 1713.36	Value 1175 Tax 131.09	Value 6,118 Tax 236.43	Value 2,770 Tax 104.83
STOLEN/SOLD/JUNK/TOT Adjusted Tax: 256.46	WRONG MODEL Adjusted Tax: 5967.40	WRONG PERSON/COMPANY Adjusted Tax: 954.95	STOLEN/SOLD/JUNK/TO Adjusted Tax: 28.05	EXEMPTION OMITTED Adjusted Tax: 256.46	OUT OF STATE REG Adjusted Tax: 104.83
7	32012770 0000012076	8	32025650 0000018491	9	32026720 0000016513
Vehicle 2006 TOYT HP 586	Vehicle 2008 FORD 019503	Vehicle 2008 ANDS 031834	Vehicle 2008 DODG 007407	Vehicle 2008 TOYT HP 586	Vehicle 2004 VOLV 537212
ID 2T1BR32E96C007605 BETTENCOURT ALFRED 22 STAYTON ST CRANSTON RI 02920	ID 1FTPW14578FC05784 BROWN KEVIN F 37 MAGNOLIA ST CRANSTON RI 02910	ID 4YH8N08117C049510 CAPEZZA NICHOLAS W 745 LATEN KNIGHT RD CRANSTON RI 02921	ID 2D8H44E48R702683 CAPITAL LEASE GROUP LTD 145 MANLY STREET BROCKTON MA 02301	ID 2T1BR32E96C007605 BETTENCOURT ALFRED 22 STAYTON ST CRANSTON RI 02920	ID YV1S230NS41144408 SUFFARDI LAURA E 41 CARMAY DR CRANSTON RI 02921
Value 6,118 Tax 236.43	Value 18370 Tax 1713.36	Value 1820 Tax 740.59	Value 10854 Tax 6432.02	Value 6,118 Tax 236.43	Value 2,770 Tax 104.83
EXEMPTION OMITTED Adjusted Tax: 236.43	WRONG PERSON/COMPANY Adjusted Tax: 954.95	WRONG MODEL Adjusted Tax: 47.53	STOLEN/SOLD/JUNK/TO Adjusted Tax: 439.42	EXEMPTION OMITTED Adjusted Tax: 236.43	OUT OF STATE REG Adjusted Tax: 104.83
10	32028060 0000017250	11	33008550 0000022089	12	33006700 0000022138
Vehicle 2004 VOLV 537212	Vehicle 2007 ANDS 031834	Vehicle 2008 DODG 007407	Vehicle 2008 DODG 007407	Vehicle 2008 TOYT HP 586	Vehicle 2004 VOLV 537212
ID YV1S230NS41144408 SUFFARDI LAURA E 41 CARMAY DR CRANSTON RI 02921	ID 4YH8N08117C049510 CAPEZZA NICHOLAS W 745 LATEN KNIGHT RD CRANSTON RI 02921	ID 2D8H44E48R702683 CAPITAL LEASE GROUP LTD 145 MANLY STREET BROCKTON MA 02301	ID 2D8H44E48R702683 CAPITAL LEASE GROUP LTD 145 MANLY STREET BROCKTON MA 02301	ID 2T1BR32E96C007605 BETTENCOURT ALFRED 22 STAYTON ST CRANSTON RI 02920	ID YV1S230NS41144408 SUFFARDI LAURA E 41 CARMAY DR CRANSTON RI 02921
Value 2,770 Tax 104.83	Value 1820 Tax 740.59	Value 10854 Tax 6432.02	Value 10854 Tax 6432.02	Value 6,118 Tax 236.43	Value 2,770 Tax 104.83
OUT OF STATE REG Adjusted Tax: 104.83	WRONG MODEL Adjusted Tax: 47.53	STOLEN/SOLD/JUNK/TO Adjusted Tax: 439.42	STOLEN/SOLD/JUNK/TO Adjusted Tax: 439.42	EXEMPTION OMITTED Adjusted Tax: 236.43	OUT OF STATE REG Adjusted Tax: 104.83

City of Cranston
2014 Motor Vehicle
Abatement List

Line	Vehicle ID	Year	Make	Model	Value	Tax	Notes
13	33009560	2008	TOYT	GC 88	1,230	30.98	EXEMPTION OMITTED
14	33009910	2009	BMW	LC 18	1719	70.91	STOLEN/SOLD/JUNK/TOTA
15	33012170	2008	CHRY	007872	5491	211.82	EXEMPTION OMITTED
16	33018770	2007	FORD	080806	4,921	467.99	STOLEN/SOLD/JUNK/TOT
17	33017340	1997	FORD	08 862	833	103.13	DECEASED
18	33017470	2004	KIA	489896	814	26.63	EXEMPTION OMITTED
19	33019730	2008	ACE	013078	3,800	988.44	WRONG MODEL
20	33021390	2000	VOLV	717281	1674	71.42	STOLEN/SOLD/JUNK/TOTA
21	33020000	2007	FORD	IH 38	7310	289.02	OUT OF COMMUNITY
22	33035580	1998	JEEP	N 276	2,745	95.28	OUT OF STATE REG
23	33040280	2009	HOND	581480	7605	495.11	DECEASED
24	33044000	2004	FORD	441748	1016	37.73	OUT OF COMMUNITY

*** MECRIABT_CR.REP *** Printed 08052014 at 08:41:28 by KARBUR

Page 3

City of Cranston
2014 Motor Vehicle
Abatement List

Item #	Vehicle ID	Year	Make	Model	Value	Tax	Notes	
25	34010930	2009	HONDA	MOND	1,809	515.91	STOLEN/SOLD/JUNK/TOT	
	DECEASED						37.40	
	Adjusted Tax:						478.41	
26	34023065	2011	HONDA	MOND	12686	2111.64	WRONG PERSON/COMPANY	
	Adjusted Tax:						1585.47	
27	34025120	2011	CHEV	MOND	19011	785.91	OUT OF STATE REG	
	Adjusted Tax:						742.22	
28	34027810	2011	GMC	MOND	21,250	698.97	DECEASED	
	Adjusted Tax:						537.32	
29	34028230	2012	NISS	MOND	825547	181.26	OUT OF STATE REG	
	Adjusted Tax:						181.26	
30	36003380	2005	FORD	AD 508	3601	127.38	STOLEN/SOLD/JUNK/TO	
	Adjusted Tax:						109.56	
31	36008100	2008	PONT	MOND	10,164	410.14	EXEMPTION OMITTED	
	Adjusted Tax:						282.82	
32	36009930	2002	SAV	EJ 403	2456	881.94	STOLEN/SOLD/JUNK/TOTA	
	Adjusted Tax:						813.42	
33	37008310	2010	NISS	MOND	1736	416.78	EXEMPTION OMITTED	
	Adjusted Tax:						288.48	
34	37010370	2008	CHRY	CG 321	7,904	1,373.40	STOLEN/SOLD/JUNK/TOT	
	Adjusted Tax:						1,059.17	
35	37015970	2010	LEXS	MOND	27340	1140.24	EXEMPTION OMITTED	
	Adjusted Tax:						885.60	
36	37020700	2002	FORD	MOND	350	9.67	STOLEN/SOLD/JUNK/TD	
	Adjusted Tax:						9.67	

*** MECRIABT_CR.REP *** Printed 08052014 at 08:41:28 by KARBUR

Page 4

City of Cranston
2014 Motor Vehicle
Abatement List

Line	Vehicle ID	Year	Make	Model	Value	Tax	Abatement	Adjusted Tax	Reason
37	38014360	2012	HYUN	Vehicle 2012	13,825	586.52	004726	127.32	EXEMPTION OMITTED
38	38017440	2014	KIA	Vehicle 2014	15980	309488.41		1121.56	OUT OF COMMUNITY
39	39000020	2003	DHC	Vehicle 2003	3299	118.79		118.79	DECEASED
40	40007670	2008	ZHNG	Vehicle 2008	1,320	575.44	017119	34.80	WRONG MODEL
41	41008810	2002	AMER	Vehicle 2002	2115	88.54		88.54	WRONG MODEL
42	41010610	1999	VOLV	Vehicle 1999	728	437.94		18.83	STOLEN/SOLD/JUNK/TOT
43	42002350	2005	TOYT	Vehicle 2005	3,302	127.87	RL 334	127.87	OUT OF STATE REG
44	42008060	2010	ACUR	Vehicle 2010	13903	637.88		544.15	OUT OF STATE REG
45	42009360	2005	NISS	Vehicle 2005	6385	418.54		160.93	STOLEN/SOLD/JUNK/TOT
46	42013010	1999	CHRY	Vehicle 1999	1,080	293.43	KL 20	13.97	STOLEN/SOLD/JUNK/TOT
47	42014180	2005	DOOG	Vehicle 2005	3215	115.27		50.31	WRONG PERSON/COMPANY
48	42014190	2005	DOOG	Vehicle 2005	1780	225.88		63.78	DUPLICATE ASSESSMEN

*** NECRIABT_CR.REP *** Printed 08052014 at 08:41:28 by KARBUR

City of Cranston
2014 Motor Vehicle
Abatement List

Vehicle ID	Year	Make	Model	Value	Tax	Notes
43001740	2000	TOYO		780	720.06	STOLEN/SOLD/JUNK/TOT
43003740	2005	DOOD	XS 749	3932	833.94	STOLEN/SOLD/JUNK/TOTA
43008820	2002	JEEP		232	7.09	DECEASED
43014850	2011	CHEV	EM 875	13,550	299.20	DECEASED
43024310	1997	NAC		1850	13920.86	WRONG MODEL
43026580	1994	JEEP		878	14.89	OUT OF COMMUNITY
43028830	2000	TOYO		1,841	66.91	STOLEN/SOLD/JUNK/TOT
43030960	2001	LINC		2010	64.08	OUT OF COMMUNITY
43038480	2000	BUIC	TAM	1300	43.29	DECEASED
43041910	2009	HOND		7,174	290.20	STOLEN/SOLD/JUNK/TOT
43043880	2003	LEX		3888	265.02	STOLEN/SOLD/JUNK/TOTA
43044280	2013	FORD		10050	532.62	EXEMPTION OMITTED

City of Cranston
2014 Motor Vehicle
Abatement List

Line	Vehicle ID	Year	Make	Model	Value	Tax	Notes	
61	44882430	1989	NISS	SL 250	830	29.71	EXEMPTION OMITTED	
	Adjusted Tax:						29.71	
62	45001355	2007	HOND	CRANSTON	7776	308.79	OUT OF STATE REG	
	Adjusted Tax:						177.65	
63	45001385	2002	FORD	CRANSTON	1939	81.07	OUT OF STATE REG	
	Adjusted Tax:						35.19	
64	45003215	2008	TOYT	HOPE	1,743	120.05	OUT OF COMMUNITY	
	Adjusted Tax:						120.05	
65	45004160	2012	CHRY	CRANSTON	519428	3385.64	WRONG PERSON/COMPANY	
	Adjusted Tax:						947.77	
66	45005050	2008	HOND	HOPE	7885	313.42	OUT OF COMMUNITY	
	Adjusted Tax:						313.42	
67	46008000	2008	JAY	CRANSTON	29,524	3,015.71	WRONG MODEL	
	Adjusted Tax:						2,464.19	
68	46013205	2005	TOYT	CRANSTON	5947	20145.81	WRONG PERSON/COMPANY	
	Adjusted Tax:						19914.43	
69	46026445	2010	HOND	HOPE	12375	503.08	OUT OF COMMUNITY	
	Adjusted Tax:						503.08	
70	48002550	2009	CHEV	CRANSTON	10,008	382.47	EXEMPTION OMITTED	
	Adjusted Tax:						361.25	
71	48006180	1997	NISS	CRANSTON	1020	22.07	EXEMPTION OMITTED	
	Adjusted Tax:						22.07	
72	48012250	2006	SUBA	CRANSTON	7048	281.63	OUT OF STATE REG	
	Adjusted Tax:						281.63	

*** RECRIABT_CR.REP *** Printed 08052014 at 08:41:28 by KARBUR

Page 7

City of Cranston
2014 Motor Vehicle
Abatement List

Vehicle ID	Year	Make	Model	Owner Name	Address	City	State	Zip	Value	Tax	Original	Tax	Adjusted Tax
48013490	2006	TOYT		ROBERTS ELIZABETH M	254 NORWOOD AVE	CRANSTON	RI	02905	5,867	859.50	OUT OF STATE REG		687.38
48020970	2005	NISS		ROTELLA DOMINA M	433 OAKLAWN AVE APT 102	CRANSTON	RI	02920	3533	134.07	STOLEN/SOLD/JUNK/TOTA	13.75	120.32
49017290	1999	DODG		SICCO MARK D	20 HIGH MEADOW CT	CRANSTON	RI	02921	880	163.63	OUT OF STATE REG	25.98	137.65
49017710	2008	DODG		SIIRO ROGER K	40 ELM DR	CRANSTON	RI	02920	6,992	304.68	OUT OF STATE REG	287.45	17.23
49028540	2007	PUMA		SPAZIANO KELLY M	169 BURDICK DRIVE	CRANSTON	RI	02920	7318	1663.73	OUT OF COMMUNITY	294.66	1259.07
49028180	2004	FORD		SPINELLI JOSEPH A	80 FOREST AVE	CRANSTON	RI	02910	3460	125.88	OUT OF STATE REG	14.83	111.05
49029870	2005	CHEV		SPREHALLI CHRISTA S	16 S COMSTOCK PIQWY	CRANSTON	RI	02921	1,068	680.91	STOLEN/SOLD/JUNK/TOT	72.96	607.95
50003680	2012	BMW		TECHNIC INC	47 MOLTER ST	CRANSTON	RI	02910	8640	18648.00	DUPLICATE ASSESSMENT	382.61	16185.39
50010850	2010	CHEV		TORRES NOEL	181 CONCORD AVE	CRANSTON	RI	02910	12575	601.50	DECEASED		601.50
50011940	2010	TOYT		TOYOTA MOTOR CREDIT CORPORATI	19001 SOUTH WESTERN AVE	TORRANCE	CA	90501	12,478	210,712.88	STOLEN/SOLD/JUNK/TOT	499.60	210,303.18
51000110	2000	DODG		UCIFERRO THOMAS V	87 SAGE DR	CRANSTON	RI	02921	631	19.18	OUT OF COMMUNITY		19.18
52001580	2010	JEEP		VAN BALEN AIMEE M	50 GRANTLAND RD	CRANSTON	RI	02910	6620	273.57	OUT OF STATE REG		273.57

*** MECRIABT_CR.REP *** Printed 08052014 at 08:41:28 by KARBUR

Page 8

City of Cranston
2014 Motor Vehicle
Abatement List

85	52001720	0000140748		86	52008820	0000152075		87	52010050	0000152822	
	Vehicle 2008	SATU	787890		Vehicle 2003	NISS	BV 100		Vehicle 2003	TOYT	551492
	ID 1G8JUB2F5Y000002				ID JN1DA31A83T403472				ID JTDBR32E132994222		
	VAN WYE EUGENE G				VITI ROBERT S				VOTA AMERICO S		
	435 PARK AVE				75 OAKLAWN AVE APT 319				50 PIPPIN ORCHARD RD		
	CRANSTON RI 02910				CRANSTON RI 02920				CRANSTON RI 02921		
	Original :	Value	Tax		Original :	Value	Tax		Original :	Value	Tax
	STOLEN/SOLD/JUNK/TOT	1,221	39.60		EXEMPTION OMITTED	3248	116.54		STOLEN/SOLD/JUNK/TOT	3203	116.50
	Adjusted Tax:		24.48		Adjusted Tax:		116.54		Adjusted Tax:		116.50
88	53004370	0000154880		89	53008550	0000158304		90	58000840	0000158307	
	Vehicle 2012	SYM	025918		Vehicle 2010	TOYOT	002421		Vehicle 1999	TOYT	085187
	ID RFG8S1ME4CKAM3425				ID 4T48F3E0CAR078350				ID 4TAVL52M4XZ540116		
	WEISS MARISSA L				WILSON EDWARD M				ZANNI ROSALBA		
	72 BARTLETT AVE				81 HOLLYHOCK DR				102 CLEMENCE ST		
	CRANSTON RI 02905				CRANSTON RI 02920				CRANSTON RI 02920		
	Original :	Value	Tax		Original :	Value	Tax		Original :	Value	Tax
	STOLEN/SOLD/JUNK/TOT	2,000	63.66		OUT OF STATE REG	7905	403.26		DUPLICATE ASSESSMEN	1044	69.36
	Adjusted Tax:		47.26		Adjusted Tax:		403.26		Adjusted Tax:		34.88

For Tax Year: 2014

	Original	Value	Tax	
	Adjusted Tax	683688	622036.85	
		20198.82	on 90	Accounts
		601838.03		

Aug-14 Waiver of Interest Applications

Page 1

Recommend To Approve:

<u>NAME</u>	<u>ADDRESS</u>	<u>TAX AMT</u>	<u>INTEREST</u>	<u>REASON</u>
Barta, Edward	233 Glen Hills Dr	\$1,259.37	\$151.13	death
Champagne, Richard	42 Glenwood Ave	2,187.97	\$ 233.27	death
Todd Enterprises	530 Wellington Ave	2,117.50	\$254.09	lost check
Ciampittiello, Rochelle	1 Macintosh Dr	232.83	\$25.61	death
Cote, Joseph	583 Laurel Hill Dr	1,069.47	\$128.34	illness
Couture, Deborah	23 Metropolitan Ave	908.46	\$90.43	death
Decesaris, Frederick	34 Everett Rd	2,402.73	\$288.33	death
Dutra, Kathleen	45 Queen St	834.22	\$83.43	illness
Fougere, Paula	236 Greenwood St	524.40	\$62.93	hardship
Gentile, Louis	32 Lincoln Park Ave	1,061.85	\$127.43	illness
Krecich, Eugene	15 Rosewood Dr	1,370.27	\$164.50	death
Kuntsmann, Carl	227 Armington St	710.37	\$85.24	hardship
McConnell, Edward	1190 Phenix Ave	1,185.41	\$142.24	lost check
Pezzillo, Mildred	53 Westfield Dr	976.03	\$135.59	hardship
Richards, Cory	3 Western Hills Ln	550.66	\$66.08	lost check
Villa, Susan	90 Tepee Trail	550.66	\$66.08	illness
128 Gansett LLC	128 Gansett Ave	2,112.76	\$240.63	lost check

Recommend to Deny

Axion Business Technologies	832 Dyer Ave	3,853.02	\$495.46	business
Fratanuono, Brad	24 Applehouse Dr	1,649.07	\$197.89	no bill
Twin States LLC	960 Reservoir Ave	23,371.67	\$2,170.77	business

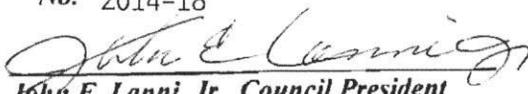
07-14-1

THE CITY OF CRANSTON

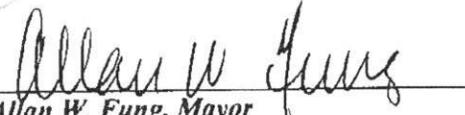
ORDINANCE OF THE CITY COUNCIL
RATIFYING SCHOOL COMMITTEE'S COLLECTIVE BARGAINING
EXTENSION AGREEMENT WITH THE NATIONAL ASSOCIATION OF
GOVERNMENT EMPLOYEES (NAGE) LOCAL RI-153
(Custodians 2014-2017)

No. 2014-18

Passed:
August 25, 2014


John E. Lanni, Jr., Council President

Approved:
August 29, 2014


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.

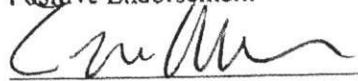
Section 3. That the Collective Bargaining Agreement in writing between the School Committee and Local RI-153. copies of which are attached hereto are hereby ratified, confirmed and approved by the City Council.

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)

 8/25/14
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.

TABLE OF CONTENTS

Article I	Recognition	Page 5
Article II	Dues Deduction/Union Security	Page 5
Article III	Hours of Work Standard Schedule	Page 6
Article IV	Holidays & Overtime	Page 7
Article V	Vacations	Page 9
Article VI	Sick Leave	Page 10
	Bereavement Leave	Page 10
	Maternity Leave	Page 11
	Military Leave	Page 12
	Union Leave	Page 12
	Leave for Illness in the Family	Page 12
	Personal Business Leave	Page 12
Article VII	Promotions/Seniority	Page 13
Article VIII	Dismissal	Page 15
Article IX	Grievance & Arbitration Procedure	Page 16
Article X	No Strike – No Lock Out	Page 18
Article XI	Health Insurance	Page 18
Article XII	Social Security	Page 19
	Quarantine	Page 19
	Physical Exam	Page 19
	Work in Higher Classification	Page 19
	Uniforms	Page 20
	Jury Service	Page 20
	Transfers	Page 20
Article XIII	Management Rights	Page 21
	Additions/Deletions/Modifications	Page 21
	Duration	Page 22
Appendix A	Salary Schedule	Page 23
Exhibit B	Benefit Summary	Page 26

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 1st 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 30th 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 30th of each year. Upon receipt of the seniority list, the President will have thirty (30) days to question the seniority list. After thirty (30) days the list will be accepted and become the official list and will not be questioned or changed based upon previous seniority lists.

ARTICLE VIII

Dismissal

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

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

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

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

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

ARTICLE IX Grievance and Arbitration Procedure

A. Grievance Defined

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

B. First Step

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

C. Second Step

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

D. Third Step

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

E. Fourth Step

1. A grievance which is not resolved at the third step under the grievance procedure may be submitted by the Union to arbitration. The arbitration may be initiated by the Union by filing with the School Committee and the American Arbitration Association 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**

Step	14-15
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**

Step	14-15
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**

Step	14-15
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**

Step	14-15
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**

Step	14-15
1.	9.61
2.	10.27

SALARY SCHEDULE**5 Hour Part Time Custodian**

Step	14-15
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 (REVISED) 8/8/2014
CUSTODIANS
2014 - 2017

CATEGORY	(ANNUAL INCREMENTAL BUDGET CHANGES FROM PREVIOUS YEAR)			
	2014-2015	2015-2016	2016-2017	TOTALS
RAISE	(A) & (C) 78,079	TBD	TBD	78,079
STEPS	(B) 34,091	25,022	23,171	82,284
SALARIES	(C) 38,504	38,872	39,211	116,587
LONGEVITY	(C) (38,504)	(40,332)	(40,671)	(119,507)
PENSION	12,630	2,653	2,445	17,728
FICA	6,955	1,461	1,346	9,761
MEDICARE	1,626	342	315	2,283
	<u>133,381</u>	<u>28,018</u>	<u>25,817</u>	<u>187,215</u>

The above excludes the costs of raises, if awarded, in FYE 2016 and FYE 2017

ASSUMPTIONS

(A) - RAISE

- 2014-2015 = 3%
- 2015-2016 = Re-Opener
- 2016-2017 = Re-Opener

(B) - STEP MOVEMENT ALL 3 YEARS

(C) - LONGEVITY PHASED INTO SALARY

TBD - TO BE DETERMINED

NOTE - ABOVE FISCAL IMPACT STATEMENT REFLECTS ANNUAL INCREMENTAL BUDGET INCREASES

-AUGUST 25, 2014-

XII. INTRODUCTION OF NEW BUSINESS*

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

08-14-1 ORDINANCE RENEWAL OF LEASE FOR THE PASTORE CENTER TO THE YMCA [\[click to view\]](#)

08-14-2 ORDINANCE IN AMENDMENT OF BUDGET FOR THE FSICAL YEAR 2014 (4th Quarter transfers) [\[click to view\]](#)

TEN YEAR INDUSTRIAL TAX INCENTIVE APPLICATION: CADENCE SCIENCE, INC., 2080 PLAINFIELD PIKE [\[click to view\]](#)

Claims:

- Property damage claim of Albert Ucci for alleged incident on May 3, 2014
- Property damage claim of Linda Nardolillo for alleged incident on June 18, 2014
- Personal injury claim of Dario Castillo for alleged incident on June 22, 2014
- Property damage claim of Ann Lewis for alleged incident on June 22, 2014
- Personal injury claim of Richard Dodge for alleged incident on June 30, 2014
- Property damage claim of Tara Hepburn for alleged incident on July 10, 2014
- Property damage claim of Joseph Esposito for alleged incident on July 11, 2014
- Property damage claim of William Lonardo for alleged incident on July 14, 2014
- Property damage claim of Catherine Hogan for alleged incident on July 14, 2014
- Property damage claim of Mark Quillen for alleged incident on July 28, 2014
- Property damage claim of Robert Hymers for alleged incident on August 4, 2014
- Property damage claim of Jarrod Nedvidek for alleged incident on August 5, 2014
- Property damage claim of Jeremy A. Dexter for alleged incident on August 15, 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 9-0. The following being recorded as voting "aye": Councilwoman Lee, Councilmen Stycos, Botts, Council Majority Leader Archetto, Councilmen Aceto, Santamaria, Council Minority Leader Favicchio, Council Vice-President Farina and Council President Lanni -9.

XIII. MISCELLANEOUS BUSINESS ON CLERK'S DESK

PASTORE CENTER STORMWATER REPAIRS:

State of RI Facilities Management –Permit request to allow construction within 25’ buffer of State Historic Cemetery no. 60. [\[click to view request\]](#) [\[click to view Planning Memo\]](#)

This item was discussed at the beginning of the meeting.

STATE OF RI DEPT. OF ENVIRONMENTAL MANAGEMENT:

Application of Northwest Investments, LLC - Fresh water wetlands alteration 100’ west of Crest Drive, 900 ‘ north of Crest Drive & Valerie Court [\[click to view\]](#)

Information only. No discussion or action.

The meeting adjourned at 8:45 P.M.

Maria Medeiros Wall, JD, City Clerk

Rosalba Zanni
Assistant City Clerk/Clerk of Committees

(See Stenographic Notes of Ron Ronzio, Stenotypist)

8-14-01

THE CITY OF CRANSTON

ORDINANCES OF THE CITY OF CITY COUNCIL
RATIFYING, CONFIRMING, AND APPROVING THE LEASE AGREEMENT
BETWEEN THE CITY OF CRANSTON AND THE GREATER PROVIDENCE YMCA
FOR THE PASTORE YOUTH CENTER

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 City of Cranston has through its officials, negotiated a Lease Agreement with the Greater Providence YMCA.

Section 2. That Agreement in writing between the City of Cranston and the Greater Providence YMCA, a copy of which is attached hereto, and made part hereof, is hereby ratified, confirmed and approved by this City Council.

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

Positive Endorsement

Negative Endorsement (attach reasons)

Christopher M. Rawson, City Solicitor

Christopher M. Rawson, City Solicitor

Sponsored by: Councilman Donald Botts, Jr.

Referred to Finance Committee September 11, 2014

**Lease agreement with the City of Cranston
Re: Pastore Youth Center
Commencing September 1, 2014**

LEASE AGREEMENT

This Lease Agreement (the "Agreement") is made in July 2014, by and between the City of Cranston, a Rhode Island municipal corporation having an address of 869 Park Avenue, Cranston Rhode Island 02910 (the "City" or "Lessor"), and the YMCA OF GREATER PROVIDENCE, a Rhode Island non-profit corporation having an address of 371 Pine Street, Providence, Rhode Island 02903 (the "YMCA" or "Lessee").

WITNESSETH

WHEREAS, the City owns a parcel of land located at 155 Gansett Avenue in Cranston, Rhode Island ("the Land"); and

WHEREAS, the City has constructed a one-story building (the "Building") consisting of approximately 22,262 square feet and other improvements on said land. The Building and such other improvements are collectively referred to herein as (the "Project"); and

WHEREAS, the section of the building designated "YMCA" on the floor plan attached hereto as Exhibit A is to be located in the Peter Pastore Youth Center (the "Center"); and

WHEREAS, the YMCA has agreed to furnish certain program management services for the Center; and

WHEREAS, the City has agreed to lease the Center to the YMCA; and

WHEREAS, the City has agreed to lease to the COMPREHENSIVE COMMUNITY ACTION PROGRAM of CRANSTON ("CCAP") that portion of the Center designated "Head Start" on the floor plan marked Exhibit A to conduct various programs

NOW THEREFORE, for the rent of \$1.00 per annum and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree, as follows:

Article I

Program Management

Section 1.1 Community Center. The YMCA hereby agrees to use the Center for multi-age programs with an emphasis on teen programs. The YMCA shall employ capable employees to enable the YMCA to properly, adequately and safely conduct such programs.

Section 1.2 Programs. The YMCA will develop a plan that will include Health and Wellness, Child Care and Youth and Teen Sports programs.

Section 1.3 Use of the Center by the YMCA and Others. The YMCA shall have the right to use the Center for the conduct of programs under this Article. The YMCA will also cooperate with CCAP to share certain areas in the building. CCAP shall have the right to use at no cost, other areas in common with and administrated by the YMCA subject to the scheduling and consent of the YMCA.

Section 1.4 City's Right to Monitor Operations. The City shall have the right to monitor all programs conducted hereunder by the YMCA at the Center.

Article II
Terms and Conditions

Section 2.1 The Lessee shall be responsible for all utility costs incurred in connection with the running of the entire Center (including that portion occupied by CCAP). Said costs shall include bills for heat, electricity, fuel, water, sewer and other utilities. All such bills shall within thirty (30) days of the effective date of this Lease be changed into the name of the YMCA and paid directly by the Lessee.

Section 2.2 The Lessee shall be responsible for snow removal on sidewalks and parking lots, and shall also be responsible for landscape maintenance.

Section 2.3 The Lessor shall be responsible for all capital improvements to the building, including major structural repairs.

Section 2.4 The Lessor shall be responsible for maintenance of the parking lot, heating and air conditioning, and electrical and plumbing systems. The Lessee shall be responsible for payment of any and all damages to water or gas fixtures, heating apparatus, plumbing connections and electrical fixtures caused by Lessee's negligence.

Section 2.5 The Lessee shall keep the interior of the premises in good repair and condition, excepting ordinary wear and tear or damages by fire or other casualty not due to Lessee's negligence. Lessee shall also be responsible for windows and doors damaged by its agents, servants, employees and students.

Section 2.6 The Lessee shall not make any structural alterations or additions to the premises without first obtaining the written consent of the Lessor, which consent shall not be unreasonably withheld.

Section 2.7 The Lessee shall use the premises for YMCA programs and will oversee the use of the facility by selected groups for programs or related activities that are similar in scope and service to the YMCA's mission. The Lessee may charge a fee for the use of the facility by non-YMCA groups. No other use shall be allowed during the term of this agreement, without written approval from Lessor.

Section 2.8 The Lessee shall not assign this Lease without obtaining the prior written approval of the Lessor which shall not be unreasonably withheld or delayed. At the expiration and/or termination of this Lease, the Lessee shall quietly and peaceably surrender up possession of said premises in as good repair and condition as first received, ordinary wear and tear and unavoidable casualties and damages excepted.

Section 2.9 Lessee shall examine the premises prior to occupancy and the Lessee will then acknowledge that the building, improvements and any equipment on or in the leased premises are in good condition and will be properly maintained by the Lessee during its period of occupancy, except for those items for which Lessor is responsible to maintain as set forth herein.

Section 2.10 The Lessee upon the payment of the rent of \$1.00 per year herein received and upon the performances of all the terms of this Lease shall at all times during the lease term and during any extension or renewal term peaceably and quietly enjoy the leased property without any disturbance from the Lessor or from any other person claiming through the Lessor, or for any other tenant.

Section 2.11 The Lessee shall, at its sole expense, conduct its business so as to comply with all laws, orders and regulations of Federal, State and Municipal authorities, and with any direction of any public officer, pursuant to law, which shall impose any duty upon the Lessor or the Lessee with respect to the use of the subject premises; provided, however, that it shall be the Lessor's responsibility to ensure that the leased premises comply with the Americans with Disabilities Act and regulations promulgated thereunder.

Section 2.12 The Lessee and the Lessor shall be liable for any negligent acts or acts of commission. Neither the Lessee nor the Lessor shall be responsible for the negligent acts and/or omissions of the other. Both the Lessor and the Lessee agree that there is no business benefit or other reason that either the Lessee or the Lessor should voluntarily assume responsibility for losses resulting from the negligence of the other party.

The Lessee agrees that the Lessee shall, at all times, defend, protect and hold harmless and indemnify the Lessor, its agents, servants and employees against and from: (1) any penalty, damages or charges, including attorney's fees for any violation of any law or ordinance, whether occasioned by negligence or willful act of the Lessee or the Lessee's agents, employees, servants, invitees, or visitors; (2) all claims, loss costs, damage or expenses, including attorney's fees arising out of or from accident, incident or occurrence in any way connected to the use on or about the premises by the Lessee and its visitors; (3) all claims, loss costs, damage or failure of the Lessee in any respect to comply with and perform all of the requirements and provisions of this agreement.

The Lessor agrees that the Lessor shall, at all times, defend, protect and save, hold harmless and indemnify the Lessee, their agents, servants and employees against and from: (1) any penalty, damages or charges, including attorney's fees for any violation of any law or ordinance, whether occasioned by negligence or willful act of the Lessor or the Lessor's agents, employees, servants, invitees, or visitors; (2) all claims, loss costs, damage or expenses, including attorney's fees arising out of or from accident, incident or occurrence in any way connected to the use on or about the premises by the Lessor and its visitors; (3) all claims, loss costs, damage or failure of the Lessor in any respect to comply with and perform all of the requirements and provisions of this agreement.

The Lessee shall obtain and keep in full force liability insurance, naming the Lessor as additional insured for personal injuries in the sum of no less than Five Hundred Thousand (\$500,000.00) Dollars for one person and One Million (\$1,000,000.00) Dollars for one accident and One Hundred Thousand (\$100,000.00) Dollars for any property damage for any one accident; and shall furnish a copy of said certificate of insurance to the Lessor.

The Lessee, in addition to the aforementioned insurance policies, shall be fully responsible, Liable, and shall indemnify Lessor for any property damage, including, but not limited to, repairs and cleanup costs, for any property damage that may occur at or to the Center related to the Lessee's use of the Center.

Section 2.13 The Lessee shall not do anything which will make void or voidable any policies of insurance against loss by fire, or which will prevent the renewal, without a premium increase, of the existing fire insurance policy that has been issued to the Lessor. Property insurance on contents shall be the sole responsibility of the Lessee.

Section 2.14 The various rights, powers and remedies herein contained and reserved to the Lessor shall not be considered as exclusive of any other right, power or remedy, but shall be construed as cumulative. No delay or omission of the Lessor to exercise any right, power or remedy shall be construed as a waiver of any such default or any acquiescence therein.

Section 2.15 The terms "Lessor" and "Lessee" shall include the successors and assigns of the respective parties wherever the context requires or permits such construction, and all of the covenants and conditions of this Lease shall be binding upon and inure to the benefit of the successors and assigns of the parties.

Section 2.16 The parties agree that City Council approval is necessary for this lease to take effect, it shall operate as a condition precedent to the effective date of this lease.

Section 2.17 All notices to the Lessor shall be sent by certified or registered mail addressed to the Purchasing Agent, 869 Park Avenue, Cranston, Rhode Island 02910, with a copy to the Mayor of Cranston or such other address as Lessor shall hereafter from time to time designate in writing. All notices to the Lessee shall be sent by certified or registered mail addressed to the Lessee at Executive Director, YMCA of Greater Providence, Cranston Branch, 1225 Park Avenue, Cranston, Rhode Island 02910, with a copy to President & Chief Executive Officer, YMCA of Greater Providence, 371 Pine Street, Providence, Rhode Island 02903, or such other address as Lessee shall hereafter from time to time designate in writing. All notices properly addressed shall be deemed served upon the date of their registration with the postal authorities.

Section 2.18 This Lease was authorized by Ordinance No. () of the Cranston City Council, approved (Month, Date, Year).

Article III
Term and Termination Rights

Section 3.1 Term. The term of this Agreement shall be for a period of five (5) years with an option to renew said lease for an additional five (5) years, said option to be exercised in writing by the Lessee no later than (90) ninety days prior to the lease termination date.

Section 3.2 Termination. Notwithstanding the provisions of Section 3.1, the City may terminate this Agreement: (a) for cause, immediately upon notice at any time. Cause shall be defined as default or failure to comply with terms and conditions of this agreement set forth in various sections herein; or (b) without cause, after expiration of three years (3) by giving the YMCA at least ninety (90) days' prior notice in writing. The YMCA may terminate this Agreement at any time with or without cause by giving the City at least ninety (90) days' prior notice in writing.

Article IV
Miscellaneous

Section 4.1 Further Assurances. The YMCA and the City shall execute and deliver such further instruments and of such further acts as may reasonably be required to carry out the intent and purposes of this Agreement.

Section 4.2 Entire Agreement. This Agreement and the exhibits attached hereto constitute the entire Agreement between the parties hereto with respect to the transactions contemplated herein, and supersede all prior understandings or Agreements between the parties. All exhibits are incorporated herein by reference and constitute a part of this Agreement.

Section 4.3 Agreement in Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be considered an original and all shall constitute one and the same Agreement binding upon all of the parties hereto, notwithstanding that all of the parties may not be signatories to the same counterpart.

Section 4.4 Attorneys' Fees. In the event of a judicial or administrative proceeding or action by one party against the other party with respect to the interpretation or enforcement of this Agreement, the prevailing party shall be entitled to recover reasonable costs and expenses including, without limitation, reasonable attorneys' fees and expenses, whether at the investigative, pretrial, trial or appellate level, and whether in any arbitration or bankruptcy proceeding. The prevailing party shall be determined based upon an assessment of which party's major arguments or positions prevailed.

Section 4.5 Modification of Agreement. No modification of this Agreement shall be deemed effective unless in writing and signed by all of the parties hereto, subject to approval of Cranston City Council.

Section 4.6 Consent and Approvals. The City's consents or approvals may be given only in writing and only by representatives of the City from time to time designated in writing by the City.

Section 4.7 No Joint Venture. Nothing in this Agreement or in the performance of any obligations hereunder shall be deemed to create any partnership, joint venture or similar relationship between the City and the YMCA.

Section 4.8 Batting Cage(s) The batting cage(s) and associated apparatus are owned and shall be maintained by the Lessee. The Lessee expressly holds Lessor harmless for any and all damages, personal injury, property damage, or otherwise, that may occur related to the batting cage(s) and apparatus.

Section 4.9 No Discrimination. No person shall, on the grounds of race, color, gender, creed, disability, or national origin be excluded from participation in or be denied the benefits of, or be subject to discrimination under the services provided by the City or the YMCA at the Center. The City and the YMCA agree to comply with the provisions of Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Executive Order No. 19, Equal Opportunity and Affirmative Action Policy, and applicable regulations issued thereunder, and to safeguard information in accordance with 45 CFR 228.10. All services provided by the City and the YMCA at the Center shall be provided in accordance with the highest standards without discrimination.

Section 4.10 Annual Walk-through. The City and the YMCA shall mutually agree to perform a walk-through of the Building during this lease term to assess any and all facility issues.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the day and year first above written.

CITY OF CRANSTON

Mark J. Marchesi
Mark J. Marchesi, Purchasing Agent

7/24/14
Date

In Cranston, on the 24th day of July, 2014 before me personally appeared the above named Mark J. Marchesi to me known and known by me to be the Purchasing Agent of the City of Cranston and the party executing the foregoing instrument by him executed to be his free act and deed, individually and in said capacity, and the free act of the City of Cranston.

Notary Public: Rosalba Zanni

Printed Name: ROSALBA ZANNI

My Commission expires: 10/28/17

CITY OF CRANSTON

Allan W. Fung, Mayor

Date

In Cranston, on the _____ day of _____, 2014 before me personally appeared the above named Allan W. Fung to me known and known by me to be the Mayor of the City of Cranston and the party executing the foregoing instrument on behalf of the City of Cranston, and he acknowledges said instrument by him executed to be his free act and deed, individually and in said capacity, and the free act of the City of Cranston.

Notary Public: _____

Printed Name: _____

My commission expires: _____

CITY OF CRANSTON

Robert F. Strom
Robert F. Strom, Director of Finance

7/24/14
Date

In Cranston, on the 24th day of July, 2014 before me personally appeared the above named Robert F. Strom to me known and known by me to be the Finance Director of the City of Cranston and the party executing the foregoing instrument by him executed to be his free act and deed, individually and in said capacity, and the free act of the City of Cranston.

Notary Public: Rosalba Zanni
Printed Name: ROSALBA ZANNI
My Commission expires: 10/28/17

James D. Berson
James D. Berson, President/CEO
YMCA of Greater Providence

7/2/14

In Cranston, Rhode Island on the 2nd day of July, 2014, before me personally appeared James Berson to me known and known by me to be the party executing the foregoing instrument as the Lessee and has acknowledged said instrument is executed to be a free act and deed individually and in their capacities and the free act and deed of the Greater Providence YMCA.

Notary Public: Martha A. Machnik
Printed Name: MARTHA A. MACHNIK
My commission expires: 7/12/14

APPROVED AS TO FORM

Christopher M. Rawson
City Solicitor

Signature: _____
Date: _____

08-14-2

THE CITY OF CRANSTON

ORDINANCE OF THE CITY COUNCIL

TRANSFERRING APPROPRIATIONS AND AMENDING THE BUDGET FOR
THE FISCAL YEAR COMMENCING JULY 1, 2013 AND ENDING JUNE 30,
2014 - (4th Quarter Transfers/Supplemental Appropriations)

No.

Passed:

John E. Lanni, Council President
Approved:

Allan W. Fung, Mayor
It is ordained by the City Council of the City of Cranston as follows:

SECTION 1: The following sections of the budget for the fiscal year ending June 30, 2014 are hereby amended to read as follows:

GENERAL REVENUE

[In Lieu of Taxes-PILOT]	[\$4,937,927]
<u>In Lieu of Taxes-PILOT</u>	<u>\$6,042,927</u>

CITY CLERK REVENUE

[RI Real Estate Tax]	[\$800,000]
<u>RI Real Estate Tax</u>	<u>\$ 1,050,000</u>

CITY COUNCIL

[Orders of the Council]	[\$20,000]
<u>Orders of the Council</u>	<u>\$0</u>

DEPT. OF LAW

[Outside Legal Service]	[\$283,000]
<u>Outside Legal Service</u>	<u>\$853,000</u>

08-14-2

44		
45	CITY CLERK	
46	[RI Real Estate Tax]	[\$348,750]
47	<u>RI Real Estate Tax</u>	<u>\$448,750</u>
48		
49	CITY CONTROLLERS	
50	[Salary Schedule]	[\$309,556]
51	<u>Salary Schedule</u>	<u>\$334,556</u>
52		
53	DIVISION OF ASSESSMENT	
54	[Salary Schedule]	[\$295,031]
55	<u>Salary Schedule</u>	<u>\$305,031</u>
56		
57	DIVISION OF CONTRACTS AND PURCHASING	
58	[Salary Schedule]	[\$115,571]
59	<u>Salary Schedule</u>	<u>\$125,571</u>
60		
61	DIVISION OF INFORMATION TECHNOLOGY	
62	[Salary Schedule]	[\$361,190]
63	<u>Salary Schedule</u>	<u>\$366,190</u>
64		
65	FIRE DEPARTMENT	
66	[Overtime]	[\$3,200,000]
67	<u>Overtime</u>	<u>\$3,350,000</u>
68		
69	PUBLIC WORKS DEPARTMENT	
70	[Lighting Streets]	[\$1,200,000]
71	<u>Lighting Streets</u>	<u>\$1,580,000</u>
72		
73	DIVISION OF HIGHWAY MAINTENANCE	
74	[Snow Removal Vendors/Contractors]	[\$200,000]
75	<u>Snow Removal Vendors/Contractors</u>	<u>\$400,000</u>
76		
77	DIVISION OF ENGINEERING	
78	[Salary Schedule]	[\$262,108]
79	<u>Salary Schedule</u>	<u>\$282,108</u>
80		
81	DIVISION OF REFUSE REMOVAL	
82	[Refuse Removal-Tipping Fee]	[\$968,547]
83	<u>Refuse Removal-Tipping Fee</u>	<u>\$1,048,547</u>
84		
85	FLEET MANAGEMENT	
86	[Gasoline and Oil]	[\$6,000]
87	<u>Gasoline and Oil</u>	<u>\$86,000</u>

U/Ordinances/4th quarter transfers 2014

08-14-2

88		
89		
90	PARKS AND RECREATION	
91	[Playground Attendant Wages]	[\$120,000]
92	<u>Playground Attendant Wages</u>	<u>\$250,000</u>
93		
94	SENIOR SERVICES-ADMINISTRATION	
95	[Salary Schedule]	[\$121,913]
96	<u>Salary Schedule</u>	<u>\$161,913</u>
97		
98	SENIOR SERVICE-PROGRAMS	
99	[Salary Schedule]	[\$43,706]
100	<u>Salary Schedule</u>	<u>\$48,706</u>
101		
102	SENIOR SERVICES-SOCIAL SERVICES	
103	[Salary Schedule]	[\$108,683]
104	<u>Salary Schedule</u>	<u>\$115,683</u>
105		
106	SENIOR SERVICES-TRANSVAN	
107	[Replacement Vehicles]	[\$ 0]
108	<u>Replacement Vehicles</u>	<u>\$120,000</u>
109		
110	MUNICIPAL INDEBTEDNESS	
111	[Contingency]	[\$536,536]
112	<u>Contingency</u>	<u>\$110,536</u>
113		
114	[Contingency-Labor Contracts]	[\$375,000]
115	<u>Contingency-Labor Contracts</u>	<u>\$ 0</u>
116		
117	[Interest-City Bonds and Interest]	[\$3,438,580]
118	<u>Interest-City Bonds and Interest</u>	<u>\$3,432,580</u>
119		
120	TRANSFERS	
121	[Transfers to Other Funds]	[\$0]
122	<u>Transfers to Other Funds</u>	<u>\$250,000</u>
123		
124	SCHOOL DEPARTMENT-REVENUE	
125	[State of RI-School Aid]	[\$42,881,891]
126	<u>State of RI-School Aid</u>	<u>\$43,025,736</u>
127		
128	SCHOOL DEPARTMENT-EXPENDITURES	
129	[School Maintenance]	[\$137,469,134]
130	<u>School Maintenance</u>	<u>\$137,612,979</u>
131		

U/Ordinances/4th quarter transfers 2014

08-14-2

132		
133	CDBG-REVENUES	
134	[Federal Grants]	[\$888,866]
135	<u>Federal Grants</u>	<u>\$1,528,866</u>
136		
137	CDBG-EXENDITURES	
138	[Program Project]	[\$803,447]
139	<u>Program Project</u>	<u>\$1,443,447</u>
140		
141	WIA-JOB DEVELOPMENT	
142	[Other Revenue]	[\$432,889]
143	<u>Other Revenue</u>	<u>\$477,889</u>
144		
145	WIA-JOB DEVELOPMENT	
146	[Salary Schedule]	[\$312,864]
147	<u>Salary Schedule</u>	<u>\$357,864</u>

SECTION 2: This ordinance shall take effect upon its final adoption.

150				
151	Positive Endorsement		Negative Endorsement (attach reasons)	
152				
153				
154	_____ Christopher Rawson, Solicitor	Date	_____ Christopher Rawson, Solicitor	Date

156
157 I recommend adoption of the foregoing Ordinance
158 Pursuant to Section 6.17 of the City Charter

159
160
161 _____
Allan W. Fung, Mayor Date

162
163
164 Fiscal Note
165 I hereby certify that it is anticipated that sufficient funds will be available to fund this
166 appropriation.

167
168
169 _____
Robert F. Strom, Director of Finance

170
171
172
173 Sponsored by Mayor Fung

174
175 Referred to Finance Committee September 11, 2014
U/Ordinances/4th quarter transfers 2014

Allan W. Fung
MAYOR



Lawrence J. DiBoni
DIRECTOR

DIVISION OF ECONOMIC DEVELOPMENT
CITY HALL
869 PARK AVENUE
CRANSTON, RHODE ISLAND 02910

14
AUG 18 AM 11:33
RECEIVED
CRANSTON
CITY CLERK

Date: August 13, 2014

To: Members of the City's Finance Committee

CC: Mayor Fung, Jerry Cordy, Chris Rawson, Robert Strom

Ordinance: Ten Year Industrial Tax Incentive

Dear Members of the City's Finance Committee,

The following information is in support of Cadence Science, Inc. of 2080 Plainfield Pike to take advantage of the Ten Year Industrial Tax Incentive program.

The Ten Year Industrial Tax Phase-In Program is intended for businesses renovating an existing building with a minimum construction cost of greater than two million dollars (\$2,000,000). The Cadence Science renovation consists of a 34,000 SF addition with a cost of \$3,800,000.00. Cadence estimates they will be hiring an additional 150+ new full time employees. This tax incentive is only intended for the increase on assessment of new taxes due to the addition.

Cadence, Inc. is a leading supplier of advanced products, technologies and services to medical, automotive, defense, and industrial companies worldwide. Cadence manufactures the critical elements of the most complex systems in the world, enabling better performance and improved outcomes.

Cadence creates new-to-the-world manufacturing technologies to make complex products the world has never seen. Their unique approach to technology-driven development is called Outcome-based Manufacturing™.

In addition to expertise in medical, automotive, defense, and industrial markets, Cadence also provides:

- Precision products for the Life Science market under the Cadence Science® brand
- High performance Specialty Blades under the Endurium® and Optima® brands

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: Cadence Science, Inc.

Employees: Cadence currently employees 151 fulltime with additional 20 temporary employees.

Building: 43,280 SF Total with an addition of 34,000 SF

Current Taxes: \$98,800.00

Estimated Additional Tax by Tax Assessor: \$35,000.00

Incentive Time Line: The incentive would allow the business to pay taxes on the building in increments of 10% each year for 10 years. The increments would be \$3,500 per year.

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.

LAWRENCE J. DiBONI



DIRECTOR
Division of Economic Development



City of Cranston
869 Park Avenue
Cranston, RI 02910
(401) 780-3166
ldiboni@cranstonri.org

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 COMMERCIALY OR INDUSTRIALLY ZONED PROPERTY

1. Name & Address of Applicant: Cadence Science, Inc.
2080 Plainfield Pike Cranston, RI 02921
2. Location of Property: SAME AS ADDRESS Phone #: 401-942-1031
3. Assessor's Plat and Lot: 36-2 15
4. Name and Address of Occupant of the Proposed Construction (if different from the applicant):

5. Estimated Cost of New Construction: \$ 3,800,000
(Attach pertinent documentation supporting estimate: contractor agreements, invoices)
6. Describe Proposed New Facility: # of stories 1 #of sq. ft./floors 34,000
Type of Construction: New construction of additional manufacturing facility
Proposed Use of Facility: Manufacturing
7. Estimated Cost of Renovation/Expansion: see #5 ABOVE
(Attach pertinent documentation supporting estimate)
8. Are Alterations/construction permitted under present zoning? Yes No _____
9. Current Number of Employees: 151 Full time and 20 temporary
10. Future Anticipated number of employees: 200+ Full time
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

5th day of August AD, 2014.

PP. Jamie Maasari
Signature of Applicant
CARL Palermo

Signed before me this 5 day of August AD, 2014 in the State of Rhode Island, Providence County, and City of Cranston

Amanda Latak
Notary Public

My Commission Expires 7/18/16.

AMANDA R. LATEK
NOTARY PUBLIC
State of Rhode Island
My Commission Expires July 18, 2016



Application Requesting Tax Incentive for Commercially or Industrially Zoned Property

Cadence, Inc., headquartered in Staunton, VA, began in 1985 to address the needs of companies who required high performance, razor sharp custom-made cutting blades.

In January 2008, Cadence, Inc. completed the acquisition of Popper and Sons, Inc., which was located in Lincoln, RI, and subsequently changed the name to Cadence Science, Inc. In 2010, Cadence, purchased its current location on Plainfield Pike in Cranston, renovated the space and moved the entire RI operation to its new home.

Cadence is ranked among the top life science companies providing outsourced manufacturing solutions for surgical devices and scientific applications. The Cadence reputation as the market expert for improving product performance comes from a commitment to using innovative fabrication technologies. Our proprietary "sharps" processing technologies enable Cadence to supply the most critical components and complex sub-assemblies for medical devices, scientific, and industrial applications.

Our mission is simple...We improve patient outcomes.

We do this by providing leading life science companies with highly technical solutions for new medical technologies and enabling improved product performance in clearly measurable ways.

We know that "patients" are not strangers in a far away hospital. Patients are people we know and love... a brother, or sister, or aging parent. We also know that WE are patients and our products will likely be used on *us* one day.

The markets for life sciences and surgical devices are evolving quickly into defined areas of specialties. Our technical expertise has found strong roots in improving the functional performance of surgical devices and other applications in the following markets: drug delivery, general surgery, cardiovascular, endoscopic, ophthalmic, neurology, orthopedic and several others. Cadence serves more than 1,000 companies in these markets, including customers in all 50 states and 46 other countries.

Cadence's Cranston facility currently has more than 150 full time employees, twenty temporary employees and several interns. In connection with the expansion of its Cranston facility, Cadence expects continued growth and plans to have over 200 full time employees within the next three to five years.

Virginia Headquarters
9 Technology Drive
Staunton, VA 24401
tel: 540-248-2200
fax: 540-248-4400

Rhode Island Facility
2080 Plainfield Pike
Cranston, RI 02921
tel: 401-942-1031
fax: 401-944-0150

Pennsylvania Facility
250 W. Kensing Dr. STE 400
Cranberry Township, PA 16066
tel: 724-772-4700
fax: 724-772-4702

In addition to over 100 manufacturing jobs, Cadence's Cranston facility provides dozens of professional and managerial positions in such areas as: engineering, sales, information systems, finance and administration. Cadence also offers a full benefits package that includes medical insurance, dental insurance, disability and life insurance. Other benefits include paid holidays and vacation days, tuition reimbursement, a 401(k) plan with company match, a company-wide incentive plan and stock purchase options.

By expanding its existing work force with quality jobs and superior benefits, Cadence provides Cranston with another example of how the private sector can work with local government to attract and retain growing businesses. Beyond generating additional tax revenue for the City, Cadence is located in a prominent space in a high traffic area of Plainfield Pike. This provides significant visibility and helps promote the City as a thriving, business friendly community.

APPLICATION AND CERTIFICATE FOR PAYMENT AIA DOCUMENT G702 (Similar) PAGE ONE OF PAGES

TO OWNER: Cadence Facility Expansion PROJECT: Cadence Inc.
 2080 Plainfield Pike 9 Technology Drive
 Cranston, RI 02921 Staunton, VA 24401
 APPLICATION NO.: 10
 APPLICATION DATE: 06/26/14
 PERIOD TO: 06/26/14
 CONTRACTOR'S PROJECT NO.: 201212
 CONTRACT DATE: OWNER
 ARCHITECT
 CONTRACTOR

FROM CONTRACTOR: A. Autiello Construction Co., Inc. ARCHITECT:
 125 Carlsbad St.
 Cranston, RI 02920
 CONTRACTOR FOR: CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

- 1. ORIGINAL CONTRACT SUM \$ 2,807,630.00
- 2. Net change by Change Orders \$ 808,397.51
- 3. CONTRACT SUM TO DATE (Line 1 + -2) \$ 3,616,027.51
- 4. TOTAL COMPLETED & STORED TO DATE \$ 1,952,615.95
 (Column G on G703)
- 5. RETAINAGE:
 - a. 10% of Completed Work \$ 195,261.60
 (Columns D + E on G703)
 - b. 10% of Stored Material \$ 0.00
 (Column F on G703)
 Total Retainage (Line 5a + 5b or Total in Column I of G703) \$ 195,261.60
- 6. TOTAL EARNED LESS RETAINAGE \$ 1,757,354.36
 (Line 4 less Line 5 Total)
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT
 (Line 6 from prior app.) \$ 1,238,530.78
- 8. CURRENT PAYMENT \$ 518,823.58
- 9. BALANCE TO FINISH, INCLUDING RETAINAGE
 (Line 3 less Line 6) \$ 1,858,673.16

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	770,758.51	
Total approved this Month	37,639.00	
TOTALS	\$808,397.51	\$0
NET CHANGES by Change Order	SEE PAGE 2	

AIA DOCUMENT G702 (Similar)

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: *Judy Jalle* Date: 6-26-14
 By: _____

State of: **RHODE ISLAND**
 County of: **PROVIDENCE**
 Subscribed and sworn to before me this 26th day of June 2014
Maria F. Kurtz
 Notary Public: Maria F. Kurtz
 My Commission expires: 11/07/2017

In accordance with the Contract Documents, based on on-site observations and the data comprising this Application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.
 AMOUNT CERTIFIED \$ 518,823.58

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified.)
 ARCHITECT: _____
 By: _____ Date: _____
 This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner of Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE

OF

PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

APPLICATION NO: 10 APPLICATION DATE: 6/26/2014

PERIOD TO: 6/26/2014 201212

Use Column I on Contracts where variable retainage for line items may apply.

A COST CODE	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)						
1000.000	General Conditions (M)	3,925.00	106.24		10.67		116.91	3,808.09	11.69
1001.000	General Conditions (L)	4,200.00					4,200.00	4,200.00	
1004.000	Supervision	83,200.00	29,185.00		17,680.00		46,865.00	36,335.00	4,686.50
1008.100	Arch / Eng - Architect	20,000.00	17,500.00				17,500.00	2,500.00	1,750.00
1008.400	Arch / Eng - Structural	18,000.00	12,650.00		1,400.00		14,050.00	3,950.00	1,405.00
1008.500	Arch / Eng - Mechanical	15,000.00	14,288.64				14,288.64	711.36	1,428.86
1011.000	Building Permits	15,000.00	15,000.00				15,000.00		1,500.00
1012.000	Travel / Parking	2,520.00					2,520.00	2,520.00	
1016.000	Legal Fees	150.00					70.00	80.00	7.00
1026.000	Postage & Xerography	700.00	700.00				700.00		70.00
1032.000	Project Manager	6,000.00	4,339.26		1,660.74		6,000.00		600.00
1052.190	Sanitary Facilities	900.00	900.00				900.00		90.00
1101.000	Demolition (L)	6,300.00					6,300.00	6,300.00	
1102.000	Demolition (M)	2,700.00					2,700.00	2,700.00	
1103.000	Demolition (E)	13,390.00					13,390.00	13,390.00	
1104.000	Dumpster	8,000.00			35.00		35.00	7,965.00	3.50
1510.000	Office Trailer	1,001.00	499.94		392.12		892.06	108.94	89.21
1770.000	Final Cleanup	870.00					870.00	870.00	
1560.000	Temp. Barriers & Enclosures	4,000.00	2,307.16				2,307.16	1,692.84	230.72
1033.000	Layout & Surveying	5,000.00	1,220.00		2,200.00		3,420.00	1,580.00	342.00
1035.000	Testing & Special Inspections	6,400.00	3,106.30				3,106.30	3,293.70	310.63
2000.000	Sitework (S)	791,320.00	589,043.00		68,259.00		657,302.00	134,018.00	65,730.20
2400.000	Landscaping	39,912.00	15,300.00				15,300.00	24,612.00	1,530.00
2650.000	Site Accessories	13,059.00					13,059.00	13,059.00	
3000.000	Concrete (M)	125,921.50	13,050.79		13,753.78		26,804.57	99,116.93	2,680.46
3100.000	Concrete Rebar (M)	31,577.84	23,750.27		6,819.32		30,569.59	1,008.25	3,056.96
3200.000	Concrete Formwork	50,500.00	11,000.00		31,480.00		42,480.00	8,020.00	4,248.00
3240.000	Rigid Insulation (M)	0.00							
3241.000	Rigid Insulation (L)	0.00							
3300.000	Concrete Flatwork (S)	41,585.00						41,585.00	

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE

OF

PAGES

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APPLICATION NO: 10 APPLICATION DATE: 6/26/2014

PERIOD TO: 6/26/2014 201212

Use Column I on Contracts where variable retainage for line items may apply.

A COST CODE	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE	% (G ÷ C)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
4000.000	Masonry	10,500.00		10,500.00		10,500.00	100%		1,050.00
3600.000	Concrete Misc. Items	2,456.82		1,389.57		1,389.57	57%	1,067.25	138.96
3900.000	Concrete Pumping	1,800.00		850.00		850.00	47%	950.00	85.00
5000.000	Structural Steel (S)	349,000.00	319,600.00	29,400.00		349,000.00	100%		34,900.00
6000.000	Rough Carpentry (M)	0.00							
6001.000	Rough Carpentry (L)	0.00							
6400.000	Millwork	10,153.00						10,153.00	
7000.000	Roofing (S)	157,756.00		102,050.00		102,050.00	65%	55,706.00	10,205.00
7100.000	Caulking & Joint Sealants	2,500.00					0%	2,500.00	
7010.000	Dampproofing	9,600.00					0%	9,600.00	
7030.000	Insulation	8,146.25					0%	8,146.25	
7200.000	EIFS	0.00							
7300.000	Insulated Metal Panel Facade	291,500.00	8,900.00			8,900.00	3%	282,600.00	890.00
8000.000	Drs. Frames, Hdwe (M)	26,429.00		849.00		849.00	3%	25,580.00	84.90
8001.000	Drs. Frames, Hdwe (L)	2,880.00					0%	2,880.00	
8100.000	Overhead Doors (S)	13,391.00					0%	13,391.00	
8110.000	Dock Equipment (M)	0.00							
8400.000	Aluminum Glazing (S)	117,750.00	29,200.00			29,200.00	25%	88,550.00	2,920.00
9000.000	Mtl Frame, Insu, Drywall (S)	216,000.00		98,500.00		98,500.00	46%	117,500.00	9,850.00
9100.000	Acoustical Ceilings	13,950.00					0%	13,950.00	
9200.000	Painting w/ Covering	28,500.00					0%	28,500.00	
9300.000	Floor Finishes (S)	37,555.00					0%	37,555.00	
10300.000	Fire Extinguishers (M)	1,170.00					0%	1,170.00	
10400.000	Signage	0.00							
10000.000	Specialties	3,130.00					0%	3,130.00	
13000.000	Special Construction	0.00							
15000.000	Plumbing (S)	96,070.00		25,500.00		25,500.00	27%	70,570.00	2,550.00
15100.000	Fire Protection (S)	52,500.00		5,250.00		5,250.00	10%	47,250.00	525.00
15200.000	HVAC (S)	215,500.00	50,500.00	33,000.00		83,500.00	39%	132,000.00	8,350.00
16000.000	Electrical (S)	337,025.00	78,003.00	42,600.00		120,603.00	36%	216,422.00	12,060.30

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE

OF

PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

APPLICATION NO: 10
APPLICATION DATE: 6/26/2014

PERIOD TO: 6/26/2014
201212

Use Column I on Contracts where variable retainage for line items may apply.

A COST CODE	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE	G %	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	Overhead & Profit	287,701.80	106,332.50	30,000.00		136,332.50	47%	151,369.30	13,633.25
	Contingency	300,000.00				2,560.00	0%	300,000.00	256.00
	Change Order #1	2,560.00	2,560.00			2,560.00	100%		
	Change Order #2	2,012.50	2,012.50			2,012.50	100%	0.05	201.25
	Change Order #3	40,273.20	19,755.71	20,517.44		40,273.15	100%		4,027.32
	Change Order #4								
	Change Order #5	-82,726.05					0%	-82,726.05	
	Change Order #6	-300,000.00					0%	-300,000.00	
	Change Order #7	12,173.65					0%	12,173.65	
	Change Order #8	37,639.00	5,265.00	32,374.00		37,639.00	100%		3,763.90
	Change Order #9								
	GRAND TOTALS	\$3,616,027.51	\$1,370,880.31	\$576,470.64	\$0.00	\$1,952,615.95	54%	\$1,663,411.56	\$195,261.60

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity