

(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

-JANUARY 29, 2015-

Regular meeting of the City Council was held on Thursday, January 29, 2015 in the Council Chambers, City Hall, Cranston, Rhode Island.

The meeting was called to order at 7:00 P.M. by the Council President.

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

Also Present: Robert Coupe, Director of Administration; Carlos Lopez, Chief of Staff; Jeffrey Barone, Director of Constituent and Government Affairs; Christopher Rawson, City Solicitor; Robert Strom, Finance Director; Kenneth Mason, Director of Public Works; Anthony Moretti, City Council Internal Auditor; Patrick Quinlan, City Council Legal Counsel.

On motion by Councilman Farina seconded by Council Minority Leader Favicchio, 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": Councilmen Farina, Stycos, Botts, Council Majority Leader Archetto, Councilmen Aceto, Paplauskas, Council Minority Leader Favicchio, Council Vice-President Santamaria and Council President Lanni -9.

I. PUBLIC ACKNOWLEDGEMENTS AND COMMENDATION

None.

II. PUBLIC HEARINGS

(limited to docketed matters)

None.

-JANUARY 29, 2015-

III. RESOLUTIONS

RESOLUTION INSTITUTING PROCEEDINGS FOR PUBLIC HEARING FOR ABANDONMENT OF A PORTION OF MALVERN ST. Petition filed by Charles J. Caruso [\[click to view\]](#)

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

IV. REPORT OF COMMITTEES

ORDINANCE COMMITTEE (Councilman Paul H. Archetto, Chair)

9-14-07 ORDINANCE IN AMENDMENT OF CHAPTER 8.28 OF THE CODE OF THE CITY OF CRANSTON, 2005, ENTITLED 'PROPERTY MAINTENANCE STANDARDS' (Neglected Premises Violations Inspections Notice and Enforcement). [\[click to view\]](#)

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

12-14-01 ORDINANCE IN AMENDMENT OF TITLE 2, CHAPTER 64 OF THE CODE OF THE CITY OF CRANSTON, 2005, ENTITLED 'TRAFFIC SAFETY COMMISSION'. As amended in Committee 1/15/2015.
[\[click to view\]](#)

On motion by Councilman Aceto, seconded by Councilman Botts, it was voted to adopt the above Ordinance.

Under Discussion:

Council Vice-President Santamaria stated that Mr. Barone contacted him with concerns regarding this Ordinance.

Mr. Barone stated that the only concern the Administration has with this Ordinance is the expenditure of funds is vague.

Council Vice-President Santamaria stated that if there are expenditures, they would have to be reported out to the Public Works Committee and the Chair of Public Works would have to make recommendation to the Administration. He does not see any funds having to be expended.

Council Minority Leader Favicchio motioned to amend this Ordinance as follows: Sect. 2.64.040, first line, amend "expend" to "request". Council Vice-President Santamaria seconded the motion. Motion passed on a vote of 9-0. The following being recorded as voting "aye": Councilmen Farina, Stycos, Botts, Council Majority Leader Archetto, Councilmen Aceto, Paplauskas, Council Minority Leader Favicchio, Council Vice-President Santamaria and Council President Lanni -9.

Roll call was taken on motion to adopt the above Ordinance as amended and motion passed on a vote of 9-0. The following being recorded as voting "aye": Councilmen Farina, Stycos, Botts, Council Majority Leader Archetto, Councilmen Aceto, Paplauskas, Council Minority Leader Favicchio, Council Vice-President Santamaria and Council President Lanni -9.

-JANUARY 29, 2015-

Council Vice-President Santamaria asked that a meeting of the Traffic Safety Commission be scheduled for Monday, February 9, 2015 at 6:30 p.m. and this meeting will be an organizational meeting.

FINANCE COMMITTEE
(Councilman Steven A. Stycos, Chair)

RESOLUTION AUTHORIZING REAL ESTATE TAX ABATEMENTS [\[click to view\]](#)

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

RESOLUTION AUTHORIZING MOTOR VEHICLE TAX ABATEMENTS
[\[click to view\]](#)

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

TAX INTEREST WAIVER APPROVALS [\[click to view\]](#)

On motion by Councilman Farina, seconded by Council Minority Leader Favicchio, 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": Councilmen Farina, Stycos, Botts, Council Majority Leader Archetto, Councilmen Aceto, Paplauskas, Council Minority Leader Favicchio, Council Vice-President Santamaria and Council President Lanni -9.

TAX INTEREST WAIVER DENIAL [\[click to view\]](#)

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

CLAIMS COMMITTEE
(Councilman Michael W. Favicchio, Chair)

Report of settled claims (Informational purposes only): Anthony Strong and his Attorney James How \$75,000.00 personal injury.

No action needed.

V. PUBLIC HEARINGS
(open to any matters)

None.

-JANUARY 29, 2015-

VI. ELECTION OF CITY OFFICIALS

Cranston Municipal Court:

**Kenneth A. Schreiber, Appointment as Auxiliary Judge
effective January 5, 2015**

On motion by Councilman Aceto, seconded by Councilman Farina, it was voted to reconsider the January 5, 2015 appointment of Kenneth Schreiber, Esq. as Municipal Court Associate Judge. Motion passed on a vote of 8-1. The following being recorded as voting "aye": Councilmen Farina, Stycos, Council Majority Leader Archetto, Councilmen Aceto, Paplauskas, Council Minority Leader Favicchio, Council Vice-President Santamaria and Council President Lanni -8. The following being recorded as voting "aye": Councilman Botts -1.

On motion by Councilman Farina, seconded by Council Minority Leader Favicchio, it was voted to appoint Kenneth Schreiber, Esq., as Auxiliary Judge. Motion passed on a vote of 8-1. The following being recorded as voting "aye": Councilmen Farina, Stycos, Council Majority Leader Archetto, Councilmen Aceto, Paplauskas, Council Minority Leader Favicchio, Council Vice-President Santamaria and Council President Lanni -8. The following being recorded as voting "aye": Councilman Botts -1.

Juvenile Hearing Board:

Kristin E. Haroian, Appointment as Member, term to expire Dec 1, 2017

On motion by Councilman Botts, seconded by Councilman Aceto, it was voted to appoint Kristin Haroian as a member of the Juvenile Hearing Board. Motion passed on a vote of 9-0. The following being recorded as voting "aye": Councilmen Farina, Stycos, Botts, Council Majority Leader Archetto, Councilmen Aceto, Paplauskas, Council Minority Leader Favicchio, Council Vice-President Santamaria and Council President Lanni -9.

Traffic Safety Commission:

Council President Lanni: Fred Raisner
Council Vice-President Santamaria: Bernadetta Petrone
Councilman Farina: Tom Perotta
Councilman Stycos: Mia Patriarca
Councilman Botts: Christopher Edward Buonanno
Councilman Archetto: David Schiapo
Councilman Aceto: Bert Carabitses
Councilman Favicchio: Albert Melikian
Councilman Paplauskas: Jonathan Keith

Council President Lanni announced the above appointments to the Traffic Safety Commission.

VII. REPORT OF CITY OFFICERS

STANDING MONTHLY REPORT OF CITED PROPERTIES IN THE CITY

(Councilman Botts) [[click to view](#)]

Mr. Barone questioned if the City Council wishes to continue having this report listed on the Docket on a monthly basis and also if there are any changes to the format, he be advised. Councilman Botts stated that it is a good idea to continue with monthly report.

VIII. EXECUTIVE COMMUNICATIONS

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

Councilman Stycos questioned entries for 8/7 and 8/13 and asked what the status is with the Police contract. Solicitor Rawson stated that this is for pending Arbitration and those are fees paid to the Administrators of the Arbitration.

Mr. Strom stated that the Administration is still in the process of negotiations with the Police Union and there is a meeting scheduled for next week.

Council Vice-President Santamaria stated that there is no hourly rate report. Solicitor Rawson stated that he can email the City Clerk the schedule to be forwarded to the Council.

Councilman Aceto asked what the matter is that is being arbitrated. Mr. Lopez stated that this information will be provided subsequent to this meeting.

CRANSTON FIRE DEPARTMENT:

- **CAPTAIN JAMES DAWBER, request to be continued in service for one year**

Mr. Coupe appeared to speak.

On motion by Councilman Aceto, 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": Councilmen Farina, Stycos, Botts, Council Majority Leader Archetto, Councilmen Aceto, Paplauskas, Council Minority Leader Favicchio, Council Vice-President Santamaria and Council President Lanni -9.

- **DEPUTY CHIEF STEPHEN MACINTOSH, request to be continued in service for one year**

Mr. Coupe appeared to speak.

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

Claims Settled by Solicitor's Office: D & H Collision Center \$3,523.46 property damage; Moretti Perlow & Bonin Law Office & Rossella Migliaccio \$5,000.00 personal injury.

No action needed.

IX. COUNCIL PRESIDENT COMMUNICATIONS

- **Blizzard snowstorm**

Council President Lanni commended the Administration and the staff of the Public Works Department in the excellent job in snow removal in the City during the blizzard. He asked Mr. Strom to compile a list of what the City is responsible for plowing when it comes to School buildings and what buildings the Schools plow.

- **State Police Report**

Council President Lanni stated that the City Council has not received the report from the State Police regarding the investigation conducted of the Police Department. He urged the State Police to bring forward the report as soon as possible.

-JANUARY 29, 2015-

- **Captain Patalano - MOU**

Council President Lanni asked if there has been any progress with Captain Patalano regarding his MOU. Solicitor Rawson stated concerns discussing something that is not listed on the Docket this evening. He is reluctant to address this issue because of that.

- **Director of Administration – Robert Coupe**

Council President Lanni stated that Mr. Coupe is present this evening, but the City Council has not given its Advice and Consent. He asked that the Administration bring this before the Council.

- **Legal Fees**

Council President Lanni indicated that the legal fees report provided this evening totals over \$200,000. He stated that he can't believe none of the Solicitors can handle any of these cases. He asked that the Administration take a hard look at trying to keep these fees down.

Mr. Barone addressed the blizzard and gave accolades to the City Council and Council Majority Leader Archetto, as Emergency Liaison, during the blizzard. The system the City Council initiated with the liaison and the Administration worked well.

Solicitor Rawson addressed the legal fees and stated that approximately 50% of the \$200,000 in legal fees are for two cases that really need to be addressed by outside counsel.

X. COUNCIL MEMBER COMMUNICATIONS

COUNCILMAN ARCHETTO:

- **Bain Walking Track**

Council Majority Leader Archetto stated that the trees at the track are growing through the track. Mr. Barone stated that, per the Parks and Recreation Director, this is in the process of being addressed.

- **Letter from a Constituent to be read for the record**

Council Majority Leader Archetto read a letter from Kevin Murphy dated December 8, 2014 of an incident that occurred in his neighborhood and quick response, commending the Police Officers who responded.

- **Blizzard snowstorm**

Council Majority Leader Archetto commended the Administration and the Public Works Department in the outstanding job they did in his Ward during the blizzard, considering all the hills.

Council Majority Leader Archetto stated that the City plowed out the schools during the last blizzard. He asked if the City is planning to ask the School Department for reimbursement for this. Mr. Barone stated that between the Parks and Recreation Department and Building Maintenance, the City plowed the school buildings. Any private vendor that plows the Schools are paid by the School Department.

COUNCIL VICE-PRESIDENT SANTAMARIA:

- **81 Midvale**

Council Vice-President Santamaria stated that he assumes the house will be demolished in the Spring. Mr. Barone stated that everyone has signed off on that. We are just waiting on the Federal Government to sign off.

- **Walnut Grove and Atwood Ave. traffic light**

Council Vice-President Santamaria asked status of the traffic light at Walnut Grove and Atwood Ave. Mr. Barone stated that he will check into it.

- **Blizzard snowstorm**

Council Vice-President Santamaria expressed his sincere appreciation to the fine job done by the Public Works Department during the snow storm. Visibility was not even five feet and because everything was closed, the workers could not get food or coffee anywhere.

COUNCILMAN BOTTS:

- **Blizzard snowstorm**

Councilman Botts stated that he did not receive any updates during the blizzard. He asked that in the future, maybe an email could be sent to the City Council for updates.

Councilman Botts asked if the Council can be provided with a list of the schools the City plows. Mr. Strom stated that there may be only two schools that the City plows.

Jean Bailey, Clerk in the Highway Department, stated that she knows for sure that the City plows Cranston High School West and Western Hills Middle School.

Councilman Botts asked who is responsible for inspecting the sidewalks to make sure they are shoveled. Mr. Lopez stated that the Police Department is the one to enforce it. He also stated that most of the people who do not clear the sidewalks are special circumstances. If that is the case, the City will try to connect them with 211 and get them help to clear their sidewalks. He also stated that if the Council sees repeat offenders, he asked that they email the information to the Administration and they will follow up.

Councilman Aceto stated that if you go to Cranston West, Bain or Western Hills, you will see that all the sidewalks are not cleared and the children are forced to walk in the street. He stated that coming to this meeting this evening, he saw two kids near Bain almost get hit by a tractor trailer because they had to walk in the street.

Council Minority Leader Favicchio asked if the City is done now with the cleanup and removal of snow in the City. Mr. Lopez stated that the cleanup operation is over. We are now removing the big piles of snow in the City.

Councilman Stycos stated that last year, the Council increased the fine for not shoveling sidewalks. He asked for a list of who was fined for failing to clear their sidewalks.

COUNCILMAN STYCOS:

- **Police Retirees – disability pension**

Councilman Stycos reminded the Solicitor and Mr. Quinlan that we have two Police retirees who have come to the City Council for disability pension and we need legal opinion on those. Maybe, this can be addressed at the next Finance Committee meeting.

COUNCILMAN ACETO:

- **Trash Amnesty Sub-Committee**

Councilman Aceto asked that another meeting of the Trash Amnesty Sub-Committee be set for the Wednesday after the Council meeting in February.

-JANUARY 29, 2015-

XI. OLD BUSINESS

None.

XII. INTRODUCTION OF NEW BUSINESS*

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

RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A COOPERATIVE AGREEMENT WITH THE RI DEPARTMENT OF ENVIRONMENTAL MANAGEMENT ON THE STILLHOUSE COVE BOAT RAMP/LAUNCH
Sponsored by Councilman Stycos. [\[click to view\]](#)

RESOLUTION IN SUPPORT OF LEGISLATION TO ALLOW THE CITY TO USE INCOME CRITERIA IN DETERMINING WHETHER TO GRANT PROPERTY TAX RELIEF. Councilman Stycos [\[click to view\]](#)

1-15-01 ORDINANCE IN AMENDMENT OF CH. 17 OF THE CODE OF THE CITY OF CRANSTON, 2005, ENTITLED 'ZONING' (Change of Zone – 950 Phenix Ave.). Petition filed by DelBonis Sand & Gravel Co and Bluedog Capital Partners. [\[click to view\]](#)

1-15-02 ORDINANCE IN AMENDMENT OF CH. 17 OF THE CODE OF THE CITY OF CRANSTON, 2005, ENTITLED 'ZONING' (Change of Zone – 145 Warwick Ave. & 161 Park Ave.). Petition filed Park Ave. Associates & Cumberland Farms, Inc. [\[click to view\]](#)

1-15-03 ORDINANCE IN AMENDMENT OF TITLE 10 OF THE CODE OF THE CITY OF CRANSTON, 2005, ENTITLED 'Traffic Regulations for Specific Streets' (Crosswalk on Pontiac Ave. at Hersey Rd.). Councilman Botts. [\[click to view\]](#)

1-15-04 ORDINANCE RATIFYING THE SCHOOL COMMITTEE'S COLLECTIVE BARGAINING AGREEMENT WITH RI COUNCIL 94, AFSCME, AFL-CIO CRANSTON PUBLIC SCHOOL EMPLOYEES LOCAL 2044, SCHOOL SECRETARIAL UNIT (Fiscal Years 2014-2017). [\[click to view\]](#)

1-15-05 ORDINANCE IN AMENDMENT OF CH. 12 OF THE CODE OF THE CITY OF CRANSTON, 2005 ENTITLED 'Street, Sidewalks and Public Places' (Sidewalk Reconstruction Cost Share Program). Councilman Stycos. [\[click to view\]](#)

PETITION FROM NATIONAL GRID AND VERIZON FOR POLE LOCATION AT PETTACONSETT AVE. [\[click to view\]](#)

CLAIMS:

- Property damage claim of Andrew & Stacy Levin for alleged incident on December 9, 2014.
- Property damage claim of Armenio & Elizabeth Cabrita for alleged incident on December 9, 2014.
- Property damage claim of Robert & Lauren Cook for alleged incident on December 9, 2014.
- Property damage claim of Ruth & Louis Ferrazzano for alleged incident on December 9, 2014.

-JANUARY 29, 2015-

- Property damage claim of Keith A. Kotler for alleged incident on December 9, 2014.
- Property damage claim of Michael Fantasia for alleged incident on December 1, 2014.
- Personal injury claim of Michael Fantasia for alleged incident on December 1, 2014.
- Personal injury claim of Jennifer Fournier for alleged incident on October 8, 2014.
- Property damage claim of Joseph H. Pearson for alleged incident on December 7, 2014.
- Property damage claim of Bessie Sacco for alleged incident on December 29, 2014.
- Property damage claim of Christa Infantolino for alleged incident on December 27, 2014.
- Property damage claim of Amanda Beadoin for alleged incident on December 9, 2014.
- Property damage claim of Matthew Schaffran for alleged incident on December 9, 2014.
- Personal injury claim of Lucille Dottor for alleged incident on November 15, 2014.
- Property damage claim of E. Katherine Gardiner for alleged incident on May 1, 2014.

On motion by Councilman Aceto, seconded by Council Minority Leader Favicchio, 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": Councilmen Farina, Stycos, Botts, Council Majority Leader Archetto, Councilmen Aceto, Paplauskas, Council Minority Leader Favicchio, Council Vice-President Santamaria and Council President Lanni -9.

XIII. MISCELLANEOUS BUSINESS ON CLERK'S DESK

None.

The meeting adjourned at 8:30 P.M.

Maria M. Wall

Maria Medeiros Wall, JD
City Clerk

Rosalba Zanni

Rosalba Zanni
Assistant City Clerk/Clerk of Committees

(See Stenographic Notes of Ron Ronzio, Stenotypist)

THE CITY OF CRANSTON

RESOLUTION OF THE CITY COUNCIL
INSTITUTING PROCEEDINGS FOR THE ABANDONMENT OF A PORTION OF
MALVERN STREET

No. 2015-1

Passed:

January 29, 2015


 John E. Lanni, Jr., Council President

Resolved that

Proceedings be instituted for the abandonment of a portion of Malvern Street, described as follows:

That certain parcel or tract of land, together with all buildings and improvements thereon, situated on the easterly side of Warwick Avenue, in the City of Cranston, County of Providence, State of Rhode Island, being bounded and described as follows:

Beginning at a point on the easterly line of Warwick Avenue, said point is being located southwesterly an arc distance of fifty six and 85/100 (56.85) feet from R.I.H.B. 32 feet right of station 150+92.03 as indicated on State of Rhode Island Highway Plat No. 1991, said point also being the most northwesterly corner of herein described parcel; thence turning and running in the northeasterly direction along the northerly line of Malvern Avenue a distance of eighty one and 50/100 (81.50) feet, more or less, to a point; thence turning an interior angle of 90° 00' 00" and running in a southeasterly direction a distance of forty and 00/100 (40.00) feet to a point; thence turning an interior angle of 90° 00' 00" and running in a southwesterly direction along the southerly line of Malvern Avenue a distance of one hundred seven and 63/100 (107.63) feet, more or less, to a point in the easterly line of Warwick Avenue; said point is being the beginning of a curve, concave to the southeast, having a radius of six hundred eighty eight and 00/100 (688.00) feet; thence turning an interior chord angle of 56° 50' 35" and running northeasterly along said curve through a central angle of 3° 58' 35" a distance of forty seven and 75/100 (47.75) feet to the point and place of beginning. The last course forms an interior chord angle of 123° 09' 21" with the first herein described line.

Said parcel or tract of land contains an area of three thousand eight hundred (3,800) square feet, more or less, (approximately 0.087 acres).

And be it further resolved that the Committee on Public Works give notice as required by law of a hearing thereon in accordance with Title 24 of Chapter 6 Section 2 of the General Laws of 1956 and Section 41 of Chapter 3106 of the Public Laws of 1953.

Petition filed by Charles J. Caruso

Referred to Public Works Committee ~~February 12, 2015~~ March 9, 2015

Continued 12/4/2014 m.wall

9-14-07

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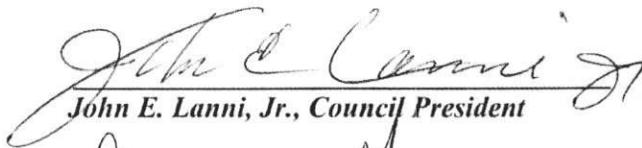
THE CITY OF CRANSTON

ORDINANCE OF THE CITY COUNCIL

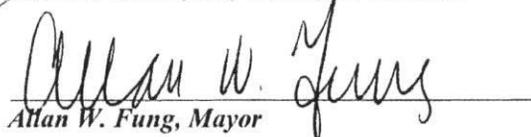
IN AMENDMENT OF CHAPTER 8.28 OF THE CODE OF THE CITY OF CRANSTON,
2005, ENTITLED "PROPERTY MAINTENANCE STANDARDS"
(Neglected Premises Violations Inspections, Notice and Enforcement)

No. 2015-1

Passed:
January 29, 2015


John E. Lanni, Jr., Council President

Approved:
February 4, 2015


Allan W. Fung, Mayor

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

SECTION 1. Title 8.28 of the Code of the City of Cranston, 2005, entitled
Property Maintenance Standards" is hereby amended as follows:

By adding the following new section:

Section 8.28.031 Notification of Violation.

- (a) Notice of violation of any provision of this Section shall be given by the department of building inspections in the following manner:
- (1) A dated Notice shall be prominently posted on the cited property, and a copy of said notice shall be sent regular mail, postage prepaid to the last known address on record with the City for property owner or personal service. In all cases the date of posting shall be the effective date of notice.
- (2) Non resident owners
The notice shall be sent to the recorded agent for service of process as required by RIGL 34-18-22.3. If no agent for service of process has been recorded, notice shall be mailed to the owner's last known address. For all other legal entities, notice shall be sent to the agent for service on record with the RI Secretary of State or as designated by the appropriate regulatory agency. For out of state financial institutions and banks, notice shall be

Continued 12/4/2014 m.wall

9-14-07

48 served on the Director of the Department of Business Regulations pursuant to
 49 Division of Bank regulations.

50
 51 (b) In addition to notice of environmental violations and resulting penalties as set
 52 forth in this Section; said owner shall be fined \$500 and given 30 days within to comply
 53 with RIGL 34-18-22.3.

54
 55 (c) Once Notice of an environmental violation, said owner shall have five (5)
 56 business days from the date of posting within which to correct the violation.
 57 Failure to comply within that period shall immediately result in the City's
 58 entry upon the property to correct the violations and all costs incurred shall be
 59 the responsibility of the property owner.

60
 61 (d) Costs as lien.

62
 63 A certified letter shall be sent to the owner or agent advising them of the
 64 costs incurred plus an additional ten percent (10%) service charge. All
 65 costs must be paid within (30) days after notification. The costs and
 66 service charge shall become a lien against such property to the same extent
 67 and character as a real estate tax liens with penalty and interest and with
 68 the same right of collection and tax sale as apply to other tax liens or at the
 69 discretion of the director. The Inspector of Buildings shall certify the
 70 expenses to the city solicitor who shall record said lien with the Recorder
 71 of Deeds and institute appropriate action against the owner for the
 72 recovery of such expenses.

73
 74 (e) Recurring Violations

75
 76 Violations of the same or similar nature shall not require additional notice
 77 to the property owner where the violation recurs within a three month
 78 period provided that original notice advised the owner.

79
 80 **Section 8.28.090 Inspections:**

81
 82 A. The department of building inspection and/or department of public
 83 works shall make, or cause to be made, inspection trips at regular
 84 intervals to determine compliance with the provisions of this chapter.
 85 In the event a violation of these provisions are discovered, said
 86 department of building inspection and/or department of public works
 87 shall immediately take action to cite the owner and/or operator ~~by~~
 88 ~~personal service or by mail at the home or business address of such~~
 89 ~~owner and/or operator] in accordance with Section 8.28.031(a)~~

90 B. B.

91 C. For the purpose of this section, an offense shall be considered to have
 92 occurred on the first day for which a violation is cited, and the

Continued 12/4/2014 m.wall

9-14-07

93 offender shall be subject to the penalty provisions hereinafter set forth
 94 in Sections 10.04.080, [~~15.12.290~~] and 8.28.100 for that day and for
 95 each succeeding day on which the violation continues unabated.
 96
 97

98 SECTION 2. This Ordinance shall take effect upon its final adoption.
99

100
 101 Positive Endorsement Negative Endorsement (attach reasons)
 102
 103 CR 1/29/15 _____
 104 Christopher Rawson, City Solicitor Date Christopher Rawson, City Solicitor Date
 105
 106

107 Sponsored by Council President Lanni, Councilman Santamaria

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109 Referred to Ordinance Committee October 16, 2014

12-14-01

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THE CITY OF CRANSTON

ORDINANCE OF THE CITY COUNCIL
 IN AMENDMENT OF TITLE 2, CHAPTER 64 OF THE CODE OF THE CITY OF
 CRANSTON, 2005, ENTITLED "TRAFFIC SAFETY COMMISSON"

No. 2015-2

**As amended in Committee 1/15/2015*

**As amended by City Council 1/29/2015*

Passed:

January 29, 2015

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

Approved:

February 4, 2015

Allan W. Fung
 Allan W. Fung, Mayor

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

Section 1. Chapter 2.64, Section .020 entitled "Traffic Safety Commission" is hereby amended as follows:

2.64.010 - Created—Composition — Appointment.

A. A commission to be known as the "Cranston traffic safety commission" is created consisting of ~~*eleven (11)~~ **twelve (12)** [not more than forty three (43)] members appointed as follows:

1.

Nine (9) Three qualified electors of the city ~~from each ward,~~ **one** to be appointed by the respective ~~each~~ city council member;

2.

One member of the administration [Two qualified electors of the city from each ward] to be appointed by the mayor;

3.

[Five qualified electors of the city, three of whom shall be owners of businesses located with the city, one a representative of the insurance industry, and one a representative of driver education, all of whom shall be appointed by the council president;]

4.

[Five members of the city administration consisting of the director of planning, or his or her designee, the director of public works, or his or her designee, the city traffic engineer, the chief of police, or his or her designee, and the chairperson of the mayor's advisory commission on substance abuse;]

12-14-01

42 5. ~~{Two students, one from each of the city's high schools, to be appointed by the~~
 43 ~~mayor;}~~

44 6.

45 ~~{The chairperson of the safety services and licenses committee.}~~ One member of the
 46 Cranston Police Department to be appointed by the Colonel.

47

48 B. All of the appointees, ~~with the exception of the members of the city administration,~~ shall
 49 serve without payment or compensation. The term of such members shall be for a period of two
 50 years commencing the first Monday in January, ~~{1999.}~~ 2015.

51 *2.64.020 - Chairperson.

52 *The chairperson of the traffic safety commission shall be the chairperson of the safety
 53 services and licenses committee.

54 **2.64.030 - Powers.** The Cranston traffic safety commission shall have the following powers:

55 A. ~~{To encourage and facilitate Cranston residents, motorists, businesses, and private~~
 56 ~~organizations to participate in a joint effort to improve pedestrian and motorist safety on~~
 57 ~~residential streets and main thoroughfares;~~

58

59 ~~B. To study and recommend ways and means of promoting an integrated approach to~~
 60 ~~resolving traffic problems in the city that improves pedestrian safety and creates livable~~
 61 ~~neighborhoods and commercial districts.}~~ To study citywide traffic issues and
 62 investigate remedies to alleviate speeding.

63 **2.64.040 - Expenditure of funds.**

64 The Cranston traffic safety commission may ^{*request} ~~expend~~ such funds as may, from time to time,
 65 be appropriated therefore by the city council, in order to carry out the purposes expressed in this
 66 chapter.

67 **2.64.050 - Reports.**

68 The Cranston traffic safety commission shall advise the city council and the mayor, from
 69 time to time, by submitting reports with recommendations based upon its findings.

70 Positive Endorsement

Negative Endorsement (attach reasons)

71 CRW 1/29/15
 72
 73 Christopher Rawson, City Solicitor / Date

 Christopher Rawson, City Solicitor Date

74

75 Sponsored by: Councilman Santamaria
 76 Referred to Ordinance January 15, 2015

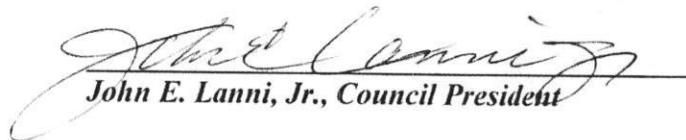
THE CITY OF CRANSTON

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

No. 2015-2

Passed:

January 29, 2015


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

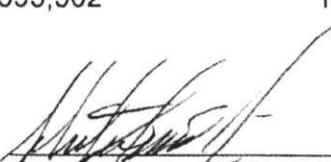
DAVID COLE
DEPUTY ASSESSOR

MEMO

DATE: December 31, 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, 2013	595,502	14,743.26



Salvatore Saccoccio, Jr.
City Assessor

City of Cranston
2014 Abatement List

1 0331498001 006-0548
Location 167 JULIA ST
COMPREHENSIVE COMMUNITY ACTION
311 DORIC AVENUE
CRANSTON RI 02910

	Value	Tax
Original :	160500	3665.82
Exemption Omit :	160500	3665.82
Adjusted :		

2 0321865001 009-1088
Location 70 GLENWOOD AV
CRUDELE JOHN F
CRUDELE JOHN F JR TRUSTEE
75 MATHEWSON ST APT C 205
APT C 205
CRANSTON RI 02920

	Value	Tax
Original :	154100	3519.64
Exemption Omit :	31338	715.76
Adjusted :	122762	2803.88

3 0403308001 009-2660
Location 306 AQUEDUCT RD
DEANGELIS AMALIO A & ROSE OLEA
306 AQUEDUCT RD
CRANSTON RI 02910

	Value	Tax
Original :	112599	2571.75
Exemption Omit :	9264	211.59
Adjusted :	103335	2360.16

4 0714556001 990 7145-560
Location 140 COMSTOCK PKWY
GRILLE ON COMSTOCK
JOSEPH PENNACCHIO
140 COMSTOCK PARKWAY
CRANSTON RI 02921

	Value	Tax
Original :	80000	2740.80
OUT OF BUSINES :	80000	2740.80
Adjusted :		

5 0714580501 004-1614
Location 1467 ELMWOOD AV
GRINNELL LLC
P.O.BOX 5006
BOCA RATON FL 33431-0806

	Value	Tax
Original :	2981100	102132.50
LISTING ERROR :	20000	685.20
Adjusted :	2961100	101447.30

6 2026020502 012-3167-006
Location 7 PERPALI LN
SORDAM DEVELOPMENT LLC
1 PERPELI LANE UNIT A
CRANSTON RI 02920

	Value	Tax
Original :	291100	6648.72
LISTING ERROR :	276300	6310.69
Adjusted :	14800	338.03

7 2108499001 027-0315
Location 45 DERBYSHIRE DR
TAVITIAN ISHKHAN
TAVITIAN ARDA TE
45 DERBYSHIRE DR
CRANSTON RI 02921

	Value	Tax
Original :	317199	7244.81
LISTING ERROR :	18100	413.40
Adjusted :	299099	6831.41

0000000000
Location

	Value	Tax
Original :		
Adjusted :		

0000000000
Location

	Value	Tax
Original :		
Adjusted :		

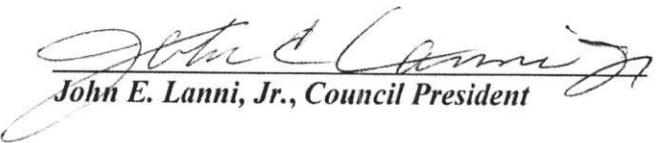
	Value	Tax	
Original	4096598	128524.04	
Abatements	595502	14743.26	on 7 Accounts
Adjusted	3501096	113780.78	

THE CITY OF CRANSTON

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

No. 2015-3

Passed:
January 29, 2015


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

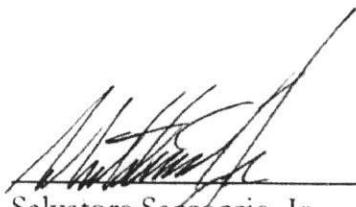
DAVID COLE
DEPUTY ASSESSOR

MEMO

DATE: December 31, 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, 2010	6,303	267.52
December 31, 2011	6,682	283.58
December 31, 2012	18,914	802.71
December 32, 2013	<u>27,548</u>	<u>1,169.13</u>
Totals:	59,448	2,522.94



Salvatore Saccoccio, Jr.
City Assessor

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Page 1

City of Cranston
2011 Motor Vehicle
Abatement List

1	32028960	0000016151		00000000	0000000000		00000000	0000000000	
	Vehicle 2004	HOND	766874	Vehicle 0000	ID		Vehicle 0000	ID	
	ID 1HGCM56314A098778								
	BUCK JASON E								
	46 VINCENT WAY								
	CRANSTON RI 02921								
	Original :	Value	Tax	Original :	Value	Tax	Original :	Value	Tax
	OUT OF STATE REG	7,898	313.97						
	Adjusted Tax:		267.52	Adjusted Tax:			Adjusted Tax:		
			46.45						

For Tax Year: 2011

Original :	Value	Tax	
	7898	313.97	
Adjusted Tax :		267.52 on 1	Accounts
		46.45	

*** MECRIABT_Comp *** Printed 12302014 at 12:01:43 by KARBUR

Page 1

City of Cranston
2012 Motor Vehicle
Abatement List

1	32029160	0000016494		00000000	0000000000	00000000	0000000000
	Vehicle 2004	HOND	766874	Vehicle 0000	ID	Vehicle 0000	ID
	ID 1HGCM56314A098778						
	BUCK JASON E						
	46 VINCENT WAY						
	CRANSTON RI 02921						

Original :	Value	Tax	Original :	Value	Tax	Original :	Value	Tax
OUT OF STATE REG	7,182	283.58						
Adjusted Tax:		283.58	Adjusted Tax:			Adjusted Tax:		

For Tax Year: 2012

Original :	Value	Tax	
	7182	283.58	
Adjusted Tax :		283.58 on 1	Accounts

City of Cranston
2014 Motor Vehicle
Abatement List

1	33008330	0000022706	2	34001170	0000035511	3	34019880	0000041882	
	Vehicle 2005	NISS	690386	Vehicle 2008	MERZ	KLM 1	Vehicle 2005	ACUR	JL 872
	ID 1N4AL11DX5C1B1588			ID WDDGF81X08F159960			ID 2HNYD18665H519976		
	CARANO MICHAELA L			DAIMLER TRUST			DIBIASIO STEVEN M		
	43 FRIENDLY ROAD			36455 CORPORATE DRIVE			87 IROQUOIS TRL		
	Cranston RI 02910			Farmington Hills MI			Cranston RI 02921		
	Value	Tax		Value	Tax		Value	Tax	
Original :	4,724	471.00	Original :	5114	248554.54	Original :	8961	359.08	
STOLEN/SOLD/JUNK/TOT		285.35	STOLEN/SOLD/JUNK/TOTA		210.12	STOLEN/SOLD/JUNK/TO		359.08	
Adjusted Tax:		185.65	Adjusted Tax:		248344.42	Adjusted Tax:			
4	40004720	0000075114	5	43046220	0000102789	6	45003660	0000108545	
	Vehicle 2002	CADI	874013	Vehicle 2001	FORD	070133	Vehicle 2005	TOYT	881742
	ID 1GYEK63NX2R154704			ID 1FTNF20LX1EA53965			ID 5TDZA23C45S381409		
	JOHNSON JOHN W			MURRAY DAWN M			OMIGIE ANDREW O		
	4435 OAKLAWN AVE			385 OAKLAWN AVE APT245			5 DUTCHESS DRIVE		
	CRANSTON RI 02920			Cranston RI 02920			Cranston RI 02921		
	Value	Tax		Value	Tax		Value	Tax	
Original :	4,653	176.25	Original :	2440	110.13	Original :	4519	175.96	
STOLEN/SOLD/JUNK/TOT		28.49	EXEMPTION OMITTED		110.13	STOLEN/SOLD/JUNK/TO		175.96	
Adjusted Tax:		147.76	Adjusted Tax:			Adjusted Tax:			

For Tax Year: 2014

Original	:	Value	Tax	
		30411	249846.96	
Adjusted Tax	:		1169.13	on 6 Accounts
			248677.83	

Jan-15 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>
Cavallaro, John	89 Hornbine St	\$957.43	\$102.16	illness
Crudele, John	75 Mathewson St	1,180.17	\$ 169.53	lostcheck
Dalnas, Kevin	6 Howard St	2,600.67	\$169.97	military
Drohen, John	15 Falcon Lane	3,104.29	\$449.45	hardship
Dugan, Joseph	50 Zinnia Dr	858.44	\$128.76	illness
Esposito, Frank	11 Chicory Lane	5,084.79	\$305.09	illness
Falcanero, Robert	201 Grace St	424.35	\$21.22	lostcheck
Gonsalves, Rosemary	134 Wheeler Ave	3,001.71	\$456.25	hardship
Jervis, William	490 Wilbur Ave	9,898.95	\$593.93	illness
Lackey, Mariann	25 Arnold Ave	5,045.36	\$504.54	hardship
Sardelli, Lisa	28 Byron St	619.68	\$74.96	illness

Recommend to Deny

Fayben Realty	48 Rolfe Sq	12,810.74	\$539.40	business
---------------	-------------	-----------	----------	----------

PROPERTIES CITED DECEMBER 2014

ADDRESS	VIOLATIONS
24 Angela Ave	trash/debris
60 B St	electrical
122 Chestnut Hill Ave	trash/debris
3 Fountain Ave	overgrowth
39 Hornbeam Dr	trash/debris
1003 Park Ave	trash/debris
31 Pendleton St	fire
24 Red Hawk Dr	run-off
1 Regal Way	vehicles
64 Sherwood St	trash/debris

HOUSING INSPECTOR DOUG SMITH

PROPERTIES CITY DECEMBER 2014

ADDRESSES	VIOLATIONS
1904 Broad St	fence
41 Community Dr	
1512 Elmwood Ave	tenant complaint
190 Hillside Rd	interior property
43 Juniper Dr	interior property
272 Northup St	zoning
135 Paine Ave	property
896 Park Ave	property
81 Redwood	unregistered vehs
501 Reservoir Ave	tenant complaint
16 Rolfe Sq	working w/o permits
382 Smith St	basement apt
163 South Clarendon St	minimum housing
77 Warwick Ave	tenant complaint
Waterman Ave	
44 Woodbury	basement apt

HOUSING INSPECTOR JIM HOLT

PROPERTIES CITED DECEMBER 2014

Code Compliance Officer Sharon Cavalloro

ADDRESSES	VIOLATIONS
206 Bateman Ave	running a business
2105 Cranston St	feeding birds
11 East Josephine St	zoning
22 Keith Ave	trash/debris
563 Laurel Hill Ave	trash/debris
26 Oak St	trash/debris
Park/River	Sign
12 Rolfe Sq	working w/o permits
301 Warwick Ave	working w/o permits
66 West Hill	trash/debris

THE CITY OF CRANSTON

RESOLUTION OF THE CITY COUNCIL
AUTHORIZING THE CITY TO ENTER INTO A COOPERATIVE AGREEMENT
WITH RI DEPARTMENT OF ENVIRONMENTAL MANAGEMENT ON THE
STILLHOUSE COVE BOAT RAMP/LAUNCH

No.

Passed:

John E. Lanni, Jr., Council President

Resolved, That

Whereas, The R.I. Department of Environmental Management and the City of Cranston desire to enter into a cooperative agreement for the replacement of the public boat ramp/launch at Stillhouse Cove,

Now Therefore Be It Resolved, that the Cranston City Council hereby authorizes the City to enter into the cooperative agreement attached hereto and made a part hereof.

Introduced by Councilman Stycos

Referred to Finance February 12, 2015

COOPERATIVE AGREEMENT
BETWEEN
THE STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
DEPARTMENT OF ENVIRONMENTAL MANAGEMENT
DIVISION OF FISH AND WILDLIFE
AND
THE CITY OF CRANSTON

This Agreement is made and entered into by and between the STATE OF RHODE ISLAND and PROVIDENCE PLANTATIONS, DEPARTMENT OF ENVIRONMENTAL MANAGEMENT DIVISION OF FISH and WILDLIFE with its offices located at 3 Fort Wetherill Road, Jamestown, Rhode Island 02835 (hereinafter referred to as the "DIVISION") and the CITY of CRANSTON (hereinafter referred to as the "CITY").

WHEREAS, the CITY has control of that certain parcel of real estate described as Stillhouse Cove and the Commercial Street Parking Lot and identified as Plat 2, Lot 2174 (boat ramp) and Plat 1, Lots 70 and 480 (parking lot) and situated in the CITY of Cranston, State of Rhode Island (hereinafter referred to as the "PREMISES"); and

WHEREAS, the DIVISION and the CITY desire to enter into this COOPERATIVE AGREEMENT for the purpose of providing enhanced boat launching opportunities for the public in Stillhouse Cove and Narragansett Bay by undertaking certain improvements to the PREMISES; and

WHEREAS, the DIVISION and the CITY desire to undertake the following project at the PREMISES: reconstruct the existing boat ramp and sign, stripe, clean and provide car stops on the existing parking lot providing for boat trailer parking and provide handicapped accessibility (herinafter referred to as the "PROJECT"); and

WHEREAS, a complete description of the PROJECT can be found in the program narrative for Federal Grant F15AF00107 (hereinafter referred to as the "APPLICATION"), which grant request has been developed and submitted pursuant to the Boating Access Grant Program Rules and Regulations and Title 50 CFR Part 80, Administrative Requirements of the Pittman-Robertson Wildlife Restoration and the Dingell-Johnson Sport Fish Restoration Acts, (collectively the "Rules and Regulations"); and

WHEREAS, the terms and conditions of said Rules and Regulations are hereby incorporated by reference herein; and

WHEREAS, the grant APPLICATION has been approved by the U. S. Fish & Wildlife Service and the DIVISION has received approval to utilize Federal Grant monies to construct and improve fishing and boating access facilities and is authorized to enter into third-party agreements under the Dingell-Johnson Sportfish Restoration Act as amended; and

NOW THEREFORE, for and in consideration of the mutual promise and benefits contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the DIVISION and the CITY hereby covenant and agree as follows:

1. The DIVISION agrees to pay to the CITY in the form of reimbursements of up to seventy-five percent (75 %) of actual, approved project costs, subject to submission of appropriate documentation of expenditure, in accordance with plans and specification provided by the CITY, and approved by the DIVISION and the U. S. Fish and Wildlife Service, and in accordance with the approved grant and this AGREEMENT.
2. As a sub-grantee, the CITY of Cranston agrees to fulfill the required 25% in-kind match requirement of total project expenditures in accordance with the terms and conditions of this Federal Assistance award. The CITY will work closely with the DIVISION and any proposed changes to the scope of work must be approved by the DIVISION.
3. The CITY shall:
 - (a) Reconstruct the existing boat ramp and sign, stripe, clean and provide car stops on the existing parking lot providing for boat trailer parking, and provide handicapped accessibility
 - (b) Ensure that construction of the PROJECT will provide improvements the public boating access facility and parking area that are equally available to all recreational boaters, including those with physical handicaps, on a non-discriminatory first come, first-served basis in accordance with plans and specifications provided by the CITY, and approved by the DIVISION and the U.S. Fish and Wildlife Service.
 - (c) Obtain all necessary permits and comply with all relevant federal, state, and local legal requirements before commencing with and throughout the development of the PROJECT, including but limited to all terms and conditions set forth in this AGREEMENT, and to continue doing so throughout the useful life of the PROJECT,

which shall be defined as a period of at least twenty-five (25) years following completion of the PROJECT.

(d) To design, construct, operate and maintain the PROJECT in accordance with plans and specifications provided by the CITY, and approved by the DIVISION and the U.S. Fish and Wildlife Service, and in accordance with the approved grant and this AGREEMENT. The final project as constructed must receive final approval from the DIVISION.

(e) To submit plans and specifications pertaining to the PROJECT to the DIVISION and the U.S. Fish and Wildlife Service, and obtain approval of such plans and specification by the DIVISION and the U.S. Fish and Wildlife Service, prior to the expenditure of any funds associated with the PROJECT.

(f) To provide routine maintenance and oversight of the PROJECT and all adjoining lands and parking areas associated with the PREMISES, including trash collection, surveillance, vegetation control, and other services as may be necessary to maintain the PROJECT in good condition, suitable for use by the public, throughout its useful life.

(g) To undertake any and all repairs as may be necessary to maintain the PROJECT in good condition, suitable for use by the public, throughout its useful life.

(h) To permit open public use of the PROJECT for boat launching and other related activities, subject to any reasonable restrictions that the CITY may deem necessary in order to facilitate open public use of the PREMISES, provided that any such restrictions are pre-approved in writing by the DIVISION, and to provide designated parking for handicapped-licensed vehicles for the specific purposes of the PROJECT, as set forth herein.

(i) To not divert the PREMISES to any uses other than those pertaining to primary use of the PREMISES by the public for boat launching and other related activities, in accordance with this AGREEMENT.

(j) To ensure that the PREMISES are made available to the public free of charge; provided, however, that if the CITY deems it necessary to charge a fee for the use of the parking area associated with the PROJECT, the CITY will be permitted to do so if: (i) prior written notice is provided to the DIVISION; (ii) the DIVISION finds that the fee is set at a reasonable and equitable amount and is applied uniformly for all users of the PREMISES in a way that reasonably accommodates the boating public; and (iii) all fee

revenues charged for use of the parking area are deposited in an escrow account and used exclusively for the operation, maintenance, repair, or upgrade of the PREMISES, consistent with the terms and conditions of this AGREEMENT.

(k) To ensure that no fee is charged for use of the ramp, pier, or dock on the PREMISES;

(l) To retain and account for any and all fees charged for the use of the parking area, pursuant to the terms and conditions set forth above in section (i) and below in section (o).

(m) To cooperate with the DIVISION in posting signage, at the DIVISION'S expense, on the PREMISES to reflect the agents and funding sources utilized in developing the PROJECT, i.e., the Department of Environmental Management, Division of Fish and Wildlife and the U.S. Fish & Wildlife Service, via the Dingell-Johnson Sport Fish Restoration Act, as well as in posting regulations governing the use of the PREMISES.

(n) To maintain detailed, accurate, current, and complete financial records relative to the PROJECT and its operation and maintenance, and to support these records with appropriate documentation including, but not limited to, canceled checks, paid bills, payrolls, time and attendance records, and contract and sub-contract award documents.

(o) To retain all financial records and documents for a period of three (3) years after the grant reimbursement or until any litigation, claim, negotiation, audit, or other action involving such records has been completed, whichever is longer, and to make these records available for inspection by the DIVISION, at the CITY'S place of business or the DIVISION'S office, within thirty (30) days of the CITY'S receipt of the DIVISION'S request to inspect.

(p) To retain any/all fee revenue records for a period of three (3) years following receipt or until any litigation, claim, negotiation, audit, or other action involving such records has been completed, whichever is longer, and to make these records available for inspection by the DIVISION, at the CITY'S place of business or the DIVISION'S office, within thirty (30) days of the CITY'S receipt of the DIVISION'S request to inspect.

(q) To pursue all reasonable and prudent measures to obtain the best available price for any goods or services, including construction services, for which reimbursement is sought pursuant to the PROJECT, which measures shall be demonstrated by obtaining multiple itemized price quotes or bids wherever possible.

(r) To afford qualified minority business enterprises a reasonable opportunity to submit proposals, rate quotations, or bids; and to select minority firms, where possible, should they submit the lowest qualified bid in accordance with the requirements of R.I. Gen. Laws § 37-14-1.

(s) To record this AGREEMENT in the land evidence records of the CITY of Cranston, Rhode Island within ten (10) days of the receipt of this fully executed AGREEMENT from the DIVISION, to cover all expenses associated with the recording, and to provide a copy of the recorded AGREEMENT to the DIVISION.

(t) To hold the DIVISION, Department of Environmental Management, and State of Rhode Island harmless in case of property damage, accidental death, or injury caused by or incidental to the construction, modification, operation, and/or use of any facility or equipment built or purchased with grant funds issued pursuant to this AGREEMENT.

(u) To comply with the requirements of the Governor's Executive Order No.91-14, The State's Drug Free Workplace Policy, and the Federal Omnibus Drug Abuse Act of 1988, recognizing and acknowledging that a violation of the Drug Free Workplace Policy may, at the State's option, result in the termination of this AGREEMENT.

(v) To cooperate with the DIVISION in meeting any terms and conditions of the Federal Grant, as set forth herein and as required by the U.S. Fish and Wildlife Service.

(w) To preserve all rights of the DIVISION enumerated herein to the full extent set forth in this AGREEMENT, in the event that the CITY disposes of or encumbers its title or any interests in the PREMISES during the term of this AGREEMENT.

ASSURANCES

The CITY assures and certifies with respect to this AGREEMENT as follows:

1. The CITY will ensure that the PREMISES that are under its ownership, lease, or supervision and which shall be utilized in the accomplishment of the PROJECT are not listed on the Environmental Protection Agency's ("EPA's") list of violating facilities, and will notify the U.S. Fish & Wildlife Service and the DIVISION of the receipt of any communication from the Director of the EPA, Office of Federal Activities indicating that the PREMISES or any portion thereof is under consideration for listing by the EPA.

2. The CITY shall operate and maintain the PROJECT in accordance with such standards as may be required or prescribed by all applicable Federal, State and local agencies for the maintenance and operation of such facilities.
3. The CITY shall assist the U.S. Fish & Wildlife Service in compliance with Section 106 of the National Historic Preservation Act of 1966, as amended, (16 U.S.C. § 469 (a)(1) et seq.) by:
 - (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed on, or eligible for inclusion in, the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.0) by the PROJECT, and notifying the U.S. Fish & Wildlife Service of the existence of any such properties; and
 - (b) complying with all requirements by the U.S. Fish & Wildlife Service to avoid and mitigate adverse effects upon such properties.
4. The parties agree that the effective date of the AGREEMENT shall be the date of execution by the Chief of the Division of Fish and Wildlife, Rhode Island Department of Environmental Management or his/her designate and that no reimbursement may be sought or obtained for expenditures made prior to the AGREEMENT's effective date.
5. The parties agree that this AGREEMENT shall remain in effect throughout the useful life of the PROJECT, and shall be subject to amendment and/or renewal upon mutual agreement, and subsequent enactment, by both parties

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals.

WITNESS

CITY OF CRANSTON

By: _____
Allan W. Fung, Mayor

WITNESS

STATE OF RHODE ISLAND DEPARTMENT OF ENVIRONMENTAL MANAGEMENT
DIVISION OF FISH AND WILDLIFE

By: _____
Larry Mouradjian, Associate Dir. of Natural Resources

STATE OF RHODE ISLAND
COUNTY OF _____

In Cranston, in said County and State, on the _____ day of _____, 2014, before me personally appeared Allan W. Fung, the Mayor of the CITY OF CRANSTON, to me known and known by me to be the party executing the foregoing instrument for and on behalf of the CITY OF CRANSTON and he acknowledged said instrument by him executed to be his free act and deed, his free act and deed in his capacity as aforesaid, and the free act and deed of the CITY OF CRANSTON.

Notary Public
My Commission Expires: _____

STATE OF RHODE ISLAND
COUNTY OF _____

In Providence, in said County and State, on the _____ day of _____, 2014, before me personally appeared Larry Mouradjian, the Associate Director of Natural Resources of the STATE OF RHODE ISLAND DEPARTMENT OF ENVIRONMENTAL MANAGEMENT to me known and known by me to be the party executing the foregoing instrument for and on behalf of the STATE OF RHODE ISLAND DEPARTMENT OF ENVIRONMENTAL MANAGEMENT DIVISION OF FISH AND WILDLIFE and he acknowledged said instrument by him executed to be his free act and deed, his free act and deed in his capacity as aforesaid, and the free act and deed of the STATE OF RHODE ISLAND DEPARTMENT OF ENVIRONMENTAL MANAGEMENT DIVISION OF FISH AND WILDLIFE.

Notary Public
My Commission Expires: _____

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THE CITY OF CRANSTON

**RESOLUTION OF THE CITY COUNCIL
IN SUPPORT OF LEGISLATION TO ALLOW THE CITY TO USE INCOME
CRITERIA IN DETERMINING WHETHER TO GRANT PROPERTY TAX
RELIEF**

No.

Passed:

John E. Lanni, Jr., Council President

Resolved that,

WHEREAS, the City of Cranston, in its City Code of Ordinances , contains several provisions allowing property tax relief to the elderly and to handicapped residents;

WHEREAS, the City believes that such tax relief should be awarded to those residents most in need of such relief;

WHEREAS, t the City of Cranston, like most other cities and towns in this State, is experiencing severe economic stresses;

WHEREAS, current Rhode Island laws require that the City of Cranston not consider "the taxpayer's ability to pay" when making the determination on whether to grant tax relief to that resident;

WHEREAS, under current Rhode Island law, many Rhode Island communities reduce property taxes for the elderly based on income, including Cumberland, Portsmouth, North Providence, West Warwick and Newport, are specifically empowered to take income into consideration when making the determination on whether to grant tax relief to a resident;

NOW THEREFORE, BE IT RESOLVED, that the Cranston City Council hereby requests that the General Assembly pass and enact a law or laws granting the City of Cranston authority to take income into consideration when making the determination on whether to grant tax relief to a resident.

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

Sponsored by: Councilman Stycos
Referred to Finance Committee February 12, 2015

1-15-01

THE CITY OF CRANSTON

ORDINANCE OF THE CITY COUNCIL
 IN AMENDMENT OF CHAPTER 17 OF THE CODE OF THE CITY OF
 CRANSTON, 2005, ENTITLED "ZONING"
 (950 Phenix Avenue)

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:

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

Section 1. That the Zoning Map accompanying and made a part of Chapter 17 of the Code of the City of Cranston, Rhode Island, 2005, entitled, Zoning as adopted January 24, 1966, as amended, is hereby further amended as follows:

By deleting from an A-12 District, Lot 3 located on Zoning Plat 19/1, located on the southeasterly side of Natick Avenue and the southeasterly side of Phenix Avenue, Cranston, Rhode Island, between R.I. Route 37 and Interstate Route 295. (See Metes and Bounds description attached hereto as Exhibit "A" and made a part hereof).

And by adding thereto the following:

Mixed Use Planned District (MPD), Lot 3 located on Zoning Plat 19/1, located on the southeasterly side of Natick Avenue and the southeasterly side of Phenix Avenue, Cranston, Rhode Island, between R.I. Route 37 and Interstate Route 295. (See Metes and Bounds description attached hereto as Exhibit "A" and made a part hereof).

1-15-01

1
2 **Section 2.** That the Zoning Map accompanying and made a part of Chapter 17 of the Code
3 of the City of Cranston, Rhode Island, 2005, entitled, Zoning, as adopted January 24, 1966, as
4 amended, is hereby further amended as follows:
5

6 By deleting from an A-12 District, a portion of Lot 1 located on Zoning Plat 17/1, located on
7 the southeasterly side of Natick Avenue and the southeasterly side of Phenix Avenue, Cranston,
8 Rhode Island, between R.I. Route 37 and Interstate Route 295. (See Metes and Bounds description
9 attached hereto as Exhibit "A" and made a part hereof).

10
11 And by adding thereto the following:
12

13 Mixed Use Planned District (MPD), a portion of Lot 1 located on Zoning Plat 17/1, located
14 on the southeasterly side of Natick Avenue and the southeasterly side of Phenix Avenue, Cranston,
15 Rhode Island, between R.I. Route 37 and Interstate Route 295. (See Metes and Bounds description
16 attached hereto as Exhibit "A" and made a part hereof).
17

18 **Section 3.** The overall District Plan, (attached hereto as Exhibit "B"), and the Narrative
19 Outline and Statement of Purpose (attached hereto as Exhibit "C") are incorporated herein and made
20 a part hereof.
21

22 **Section 4.** This ordinance shall take effect upon its final adoption.
23

24 Positive Endorsement:

Negative Endorsement: (Attach reasons)

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28 _____
Christopher M. Rawson, City Solicitor Date

29 _____
Christopher M. Rawson, City Solicitor Date

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31 Petition filed by: Del Bonis Sand & Gravel Co.
32 Referred to: Ordinance March 12, 2015
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1-15-01

Exhibit A

Proposed MPD Parcel description
incorporating Zoning Plat 19/1, Lot 3
and a portion of Zoning Plat 17/1, Lot 1

A.P. 19-1 Lot 3 Parcel Description

That parcel of land situated in the City of Cranston and State of Rhode Island bounded and described as follows:

Beginning at a point in the easterly line of Natick Avenue as shown on State Highway Plat No. 956 at the northwesterly corner of land now of formerly of Michael Vicedomini, Estate;

Thence N10°21'40"W a distance of three hundred eighty five and 43/100 feet (385.43') to a point;

Thence along the arc of a curve having a length of 580.37 feet; a radius of 655.30 feet, a delta angle of 50°44'40"; and a chord of 561.59 feet bearing N15°00'40"E to a point;

Thence N40°23'00"E a distance of seventy six and 45/100 feet (76.45') to a point;

Thence N53°38'42"E a distance of sixty nine and 58/100 feet (69.58') to a point, the last four courses bounded westerly by Natick Avenue as shown on said Highway Plat No. 956;

Thence S54°03'23"E a distance of six hundred ninety nine and 47/100 feet (699.47') to a point;

Thence N28°33'44"E a distance of fifty and 51/100 feet (50.51') to a point;

Thence S47°40'43"E a distance of sixty and 90/100 feet (60.90') to a point, the last three courses bounded northerly and westerly by land now or formerly of the City of Cranston;

Thence S29°16'13"W bounded southeasterly by a State Highway Line as shown on State Freeway Plat No. 1406 a distance of five hundred one and 00/100 feet (501.00') to a point;

Thence S26°26'08"E bounded northeasterly by a State Highway Line as shown on State Freeway Plat No. 1406 a distance of eighty six and 25/100 feet (86.25') to a point;

Thence bounded southeasterly by a State Freeway Line as shown on State Freeway Plat No. 1406 along the arc of a curve having a length of 246.17 feet; a radius of 1102.00 feet, a delta angle of 12°47'56"; and a chord of 245.66 feet bearing S14°37'02"W to a point;

Thence bounded by said Vicedomini land running northwesterly, southwesterly, northeasterly, and northerly along the middle of a brook a distance of a four hundred fifty two feet more or less (452'±) to a point;

1-15-01

- 1 Thence northwesterly bounded southerly by said Vicedomini land a distance of two hundred seventeen feet
- 2 more or less (217'±) to the point of beginning.
- 3
- 4 Parcel contains 14.86154 acres or 647,369 square feet more or less.
- 5

1-15-02

THE CITY OF CRANSTON

ORDINANCE OF THE CITY COUNCIL
IN AMENDMENT OF CHAPTER 17 OF THE CODE OF THE CITY OF CRANSTON,
2005, ENTITLED 'ZONING'
(CHANGE OF ZONE -(145 Warwick Avenue, 149 Park Avenue & 161 Park Avenue)

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. That the Zoning Map accompanying and made a part of Chapter 17 of the Code of the City of Cranston, Rhode Island, 2005, entitled, "Zoning", as adopted January 24, 1966, as amended, is hereby further amended by deleting therefrom the following:

By deleting from a C-2 Zoning District, Lot No. 1962, Zoning Plat No. 2-5, located at 145 Warwick Avenue at the northwest corner of Warwick Avenue and Park Avenue.

By deleting from a C-2 Zoning District, Lot No. 1342, Zoning Plat No. 2-5, located at 149 Park Avenue at the northwest corner of Warwick Avenue and Park Avenue.

By deleting from a B-1 Zoning District, Lot No. 3669, Zoning Plat No. 2-5, located at 161 Park Avenue at the northwest corner of Warwick Avenue and Park Avenue.

And by adding thereto the following:

C-3 Zoning District, Lot No. 1962, Zoning Plat No. 2-5, located at 145 Warwick Avenue at the northwest corner of Warwick Avenue and Park Avenue.

C-3 Zoning District, Lot No. 1342, Zoning Plat No. 2-5, located at 149 Park Avenue at the northwest corner of Warwick Avenue and Park Avenue.

C-3 Zoning District, Lot No. 3669, Zoning Plat No. 2-5, located at 161 Park Avenue at the northwest corner of Warwick Avenue and Park Avenue.

U/Ordinances/ZoneChange/Warwick&ParkAve

1-15-02

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Section 2. This ordinance shall take effect upon its final adoption.

Positive Endorsement:

Negative Endorsement: (Attach reasons)

Christopher Rawson, City Solicitor Date

Christopher Rawson, City Solicitor Date

Referred to: Ordinance Committee, March 12, 2015

Petition filed by John Bolton, Esq., attorney for applicant: Park Ave. Associates & Cumberland Farms, Inc.

1-15-03

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THE CITY OF CRANSTON

ORDINANCE OF THE CITY COUNCIL

IN AMENDMENT OF TITLE 10, CHAPTER 12 OF THE CODE OF THE CITY OF CRANSTON, 2005, ENTITLED "TRAFFIC REGULATIONS FOR SPECIFIC STREETS" (Crosswalk on Pontiac Ave at Hersey Rd)

No.

Passed:

John E. Lanni, Jr., Council President

Approved:

Allan W. Fung, Mayor

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

Section 1. Chapter 10.12, Section .250 entitled "Crosswalks-Enumerated" is hereby amended by adding thereto the following:

Across Pontiac Avenue at the south side of its intersection with Hersey Road.

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

Positive Endorsement Negative Endorsement (attach reasons)

Christopher Rawson, City Solicitor Date Christopher Rawson, City Solicitor Date

Referred to Ordinance Committee 2/12/2015

Sponsored by: Councilman Botts

01-15-04

THE CITY OF CRANSTON

ORDINANCE OF THE CITY COUNCIL
RATIFYING THE SCHOOL COMMITTEE'S COLLECTIVE BARGAINING
AGREEMENT WITH RI COUNCIL 94, AFSCME, AFL-CIO CRANSTON
PUBLIC SCHOOL EMPLOYEES LOCAL 2044, SCHOOL SECRETARIAL UNIT
(Fiscal Years 2014 - 2017)

No.

Passed:

John E. Lanni, Jr., Council President

Approved:

Allan W. Fung, Mayor

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

Section 1. The Cranston School Committee having bargained collectively with the, RI Council 94, AFSCME, AFL-CIO Cranston Public School employees Local 2044, which is the certified bargaining representative of Cranston Public School Secretarial Unit as set forth in the attached contract.

Section 2. The School Committee posted a copy of the proposed contract and arbitration award was made public and posted on its website on January 15, 2015 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 January 20, 2015 at which time the School Committee voted to accept said Award.

Section 3. That the agreement in writing between the School Committee and the RI Council 94, AFSCME, AFL-CIO Cranston Public School employees Local 2044, in the form of the attached contract, is hereby ratified, confirmed and approved by this 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 4: This Ordinance shall take effect upon its final adoption.

Positive Endorsement

Negative Endorsement (attach reasons)

<u>Christopher Rawson, Solicitor</u>	Date	<u>Christopher Rawson, Solicitor</u>	Date
Introduced pursuant to: Charter Sec. 11.02.1			
Referred to Finance Committee February 12, 2015			

CRANSTON PUBLIC SCHOOLS
FISCAL IMPACT STATEMENT (REVISED)
SECRETARIES

<u>CATEGORY</u>		<u>2014-2015</u>	<u>2015-2016</u>	<u>2016-2017</u>	<u>Total Annual Change Thru FYE 2017</u>
RAISE	(A)	0	41,145	42,356	83,501
STEPS	(B)	15,109	16,325	16,025	47,459
SALARIES	(C) & (D)	45,892	0	0	45,892
LONGEVITY	(C)	(31,175)	0	0	(31,175)
HOLIDAY	(D)	(8,280)	0	0	(8,280)
NON-CERTIFIED PENSION		2,426	6,241	6,340	15,007
FICA TAX		1,336	3,563	3,620	8,519
MEDICARE TAX		312	833	847	1,992
Total Annual Impact Thru 2017		<u>25,620</u>	<u>68,108</u>	<u>69,187</u>	<u>162,915</u>
Total Cumulative Impact Thru 2017		<u>25,620</u>	<u>93,728</u>	<u>162,915</u>	<u>282,263</u>

FOOTNOTES

(A) - RAISE

2014-2015 = 0%

2015-2016 = 2%

2016-2017 = 2%

(B) - STEP MOVEMENT ALL 3 YEARS

(C) - LONGEVITY PHASED INTO SALARY

(D) - HOLIDAY PHASED INTO SALARY

AGREEMENT BETWEEN
THE CRANSTON SCHOOL COMMITTEE
AND
RHODE ISLAND COUNCIL 94, AFSCME, AFL-CIO
ON BEHALF OF
CRANSTON PUBLIC SCHOOL EMPLOYEES, LOCAL 2044
JULY 1, 2014 – JUNE 30, 2017

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Equal Opportunity Employer

Cranston Public Schools is committed to maintaining a work and learning environment free from discrimination on the basis of race, color, religion, national origin, pregnancy, gender identity, sexual orientation, marital/civil union status, ancestry, place of birth, age, citizenship status, veteran status, political affiliation, genetic information or disability, as defined and required by state and federal laws. Additionally, we prohibit retaliation against individuals who oppose such discrimination and harassment or who participate in an equal opportunity investigation.

**Title II & Title IX Coordinator of Employment
Raymond L. Votto Jr.
Chief Operating Officer**

**504 Coordinator
Joseph Rotz
Executive Director of Educational
Programs and Services**

ARTICLE 1

PURPOSE

- 1.1 This Agreement entered into by the CRANSTON SCHOOL COMMITTEE, hereinafter referred to as the Employer, and RHODE ISLAND COUNCIL 94, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, ON BEHALF OF LOCAL 2044, CRANSTON PUBLIC SCHOOLS SECRETARIAL EMPLOYEES, hereinafter referred to as the Union has as its purpose the promotion of harmonious relations between the School Committee and the Union.

ARTICLE 2

RECOGNITION

- 2.1 The Employer recognizes the Union as the sole and exclusive bargaining agent in all matters pertaining to wages, hours and all other conditions of employment as certified by the Rhode Island State Labor Relations Board in Case No. EE-1819 on October 15, 1968. The parties agree that the School Committee may employ up to a maximum of thirty (30) three (3) hour clerical employees. Whenever possible, the School Committee will combine three (3) hour positions into six (6) hour positions.

ARTICLE 3

MANAGEMENT RIGHTS

- 3.1 The Employer retains all rights and responsibilities granted to it by law to manage, control and direct the Cranston Public Schools except as specifically abridged herein by the provisions of the Agreement.

ARTICLE 4

UNION SECURITY

- 4.1 The Committee agrees to the continuance of a Union check-off system whereby the 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 "Rhode Island Council

94, AFSCME, AFL-CIO, 1179 Charles Street, North Providence, RI 02904" and accompanied by a list of employees paid.

- 4.2 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 this Agreement.
- 4.3 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 toward 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 5

HOURS OF WORK

- 5.1 All members of the Bargaining Unit regularly assigned to a position requiring thirty (30) or more hours of work per week will receive the benefits of a full-time employee. All members of the Bargaining Unit regularly assigned to a position requiring twenty (20) or more hours of work per week will receive full Blue Cross/Blue Shield and Delta Dental coverage or its equivalent unless said employee's spouse is provided equal or better Blue Cross/Blue Shield and Delta Dental or their equivalency.
- 5.2 Employees will be paid at their base rate of pay for all hours worked as part of their regular work schedule. All work performed in excess of thirty-seven and one-half (37.5) hours will be compensated at the rate of one and one-half (1.5) times.
- 5.3 Employees assigned by the Chief Operating Officer to work in a higher classification for a period of three (3) or more days shall be compensated at the rate of the higher classification as of the first day of the assignment in the higher classification.
- 5.4 Category 3 employees in the administration offices and secondary school offices shall work a regular day of seven and one-half (7.5) hours, five (5) days a week, Monday through Friday, while schools are in session. When schools are not in session employees will have the option of working six and one-half (6.5) hours or their regular school year schedule. Employees will be paid only for hours worked.

- 5.5 Category 2 employees in secondary school offices shall work a regular day of seven and one-half (7.5) hours, five (5) days per week, Monday through Friday, while schools are in session. When school is not in session, employees will have the option of working six and one-half (6.5) hours or their regular school year schedule. Employees will be paid only for hours worked.
- 5.6 Category 2 employees in elementary school offices shall work a regular day of seven (7) hours, five (5) days a week, Monday through Friday, while schools are in session. When school is not in session, employees will have the option of working six (6) hours or their regular school year schedule. Employees will be paid only for hours worked.
- 5.7 Category 2 employees in administrative offices shall work a regular day of seven hours, five days a week, Monday through Friday, while schools are in session. When school is not in session, employees will have the option of working six hours or their regular school year schedule. Employees will be paid only for hours worked.
- 5.8 Category 2 employees in administrative offices shall work a regular day of six (6) hours, five (5) days a week, Monday through Friday, while schools are in session. When school is not in session, employees will have the option of working five (5) hours or their regular school year schedule. Employees will be paid only for hours worked.
- 5.9 The rest periods will be as follows:
- a) Each category 1 and 2 employee shall receive a lunch period of one-half (.5) hour.
 - b) Category 3 employees shall receive a lunch period of one (1) hour duration.
 - c) All employees' schedules shall provide for one fifteen (15) minute rest period in the morning and one fifteen (15) minute rest period in the afternoon except for those who elect to work a reduced summer/recess schedule when there will be one fifteen (15) minute rest period in the morning and no fifteen (15) minute rest period in the afternoon.
- 5.10 All employees who elect to work the reduced summer/recess schedule will notify their immediate supervisor and the Chief Operating Officer of their intentions prior to May 1st. The workday for all employees who elect the summer/recess work schedule option will begin at 8:00 a.m.
- 5.11 All employees on a four (4) hour schedule will work that schedule all year round.

ARTICLE 6
CATEGORIES OF EMPLOYEES

- 6.1 This article defines the categories of employees covered under this Agreement. All members of the Bargaining Unit will be placed in the correct category.
- 6.2 Category 3 – Works a normal 260 day year except in those years where the calendar provides either 1 or 2 additional workdays. This category shall include all Chief Secondary Secretaries.
- 6.3 Category 2 – Works 200 days that include the 180 days school is in session. Persons in this category will work no more than two (2) weeks before school opening and two (2) weeks after school officially closes.
- 6.4 Category 1 - Works the 180 days that school is in session.
- 6.5 Category 2 - Category 2 employees shall be offered, by seniority, additional hours of work to replace the Chief Secretaries when they are on vacation during school recesses or summer vacation. If the building administrator deems that coverage is not needed, a secretary will not be assigned to work. If the building administrator deems that the coverage is needed then the hours shall be offered to all Category 2 employees in the building first and then to the most senior qualified* Category 1 or 2 employee, system wide, by seniority. If no Category 1 or 2 secretaries from other buildings elect to cover the Chief Secretaries' vacations, then the coverage will have to be shared by all Category 2 employees in the building, based on seniority.
- *Has satisfactorily completed orientation and technology training for secondary schools (which will be provided) prior to implementation of the summer work schedule.

ARTICLE 7
VACATIONS

- 7.1 Vacations with pay shall be granted to all employees in the following schedule:
- After six months of continuous service..... 5 days
 After one full year of continuous service.....additional 5 days
 After two full years of continuous service..... 10 days (total)

- After five full years of continuous service.....15 days (total)
 After five full years of continuous service (Cat 3).....17 days (total)
 After ten full years of continuous service.....24 days (total)
 After ten full years of continuous service (Cat 3).....25 days (total)
- 7.2 Vacation entitlement is based on the individual employee's original anniversary date as appears on the published seniority list. Therefore, any employee who transfers into the bargaining unit shall have vacation entitlement based on service within the bargaining unit only.
- 7.2a Vacation days/pay must be taken by the end of the current fiscal year.
- 7.3 All Category 3 employees except Chief Secondary Secretaries will be allowed to take their vacations at any time during the calendar year with the approval of their immediate supervisor. All Category 3 Chief Secondary Secretaries will be allowed to take their vacation at any time during the year, except the months of June and September, with the approval of their immediate supervisor.
- 7.4 Vacations will not be taken during the seven day period following the close of schools nor will vacation be taken during the seven day period immediately prior to the opening of schools.
- 7.5 Changes in the above vacation scheduling may be made only in special situations where following the schedule will cause hardship to the employee. Such change may be made only with prior and full approval of the Chief Operating Officer. Any changes as referred to herein will be considered on its' own merits and in no way establishes precedent.
- 7.6 Category 1 and 2 employees' vacations are to be taken during the weeks schools are not in session, i.e. during the vacation weeks at Christmas, in the winter and spring. If an employee is entitled to twenty-four (24) days vacation, he or she shall receive nine day's pay in his or her final check at the end of the school year. If an employee is entitled to vacation time and there are no recess periods remaining, he/she will receive pay in the final check for that fiscal year.
- 7.7 In the event a holiday falls during a vacation period for a Category 3 employee then the employee will be paid for that holiday and not charged vacation time.

ARTICLE 8

HOLIDAYS

8.1 All employees, **except as noted**, are entitled to the following paid holidays if they fall during a week school is in session and a person is scheduled to work. If a holiday falls during a school recess period and a Category 1 or 2 employee is entitled to this recess period as earned vacation time then the employee will be paid for the holiday and not charged vacation time. That vacation day can only be taken during the time period following the close of school but no later than June 30th.

- | | |
|--|--------------------------------|
| - Labor Day | - New Year's Day |
| - Columbus Day | - Martin Luther King, Jr., Day |
| - Election Day on which all schools are closed | - Presidents Day |
| - Veterans Day | - Good Friday |
| - Thanksgiving Day | - Memorial Day |
| - Day after Thanksgiving | - *Independence Day |
| - Christmas Day | - *Victory Day |

***Also applicable to Category 2 employees who are scheduled to work all the possible work days in the week in which the holiday falls, including but not limited to when the holiday falls on a Monday or Friday of that week.**

8.1a Employees shall not be paid holiday pay if the employee, who is scheduled to work the day before or the day after does not report to work, on either of the scheduled work days. This provision denying holiday pay shall not apply if the employee has previously scheduled an approved day off on the day before or the day after the holiday, or if the employee takes a sick day and has medical documentation as to the medical reason for the absence.

8.2 Whenever December 24th and December 31st fall on a workday, all offices system wide will close at 12:00 noon. If either of the aforementioned days is taken as a vacation day, the secretary will be charged with one-half (.5) vacation day.

8.3 In the event a holiday as listed above falls on a Saturday or Sunday and the district does not observe said holiday on either the Friday or the Monday as a paid day off then the employee will be paid for that holiday.

ARTICLE 9

SICK LEAVE

9.1a Employees shall accrue sick leave at the rate of one (1) day per month. **Employees shall not earn sick leave in any month in which the employee is absent on sick leave for more than twenty percent (20%) of the scheduled work days in the month.**

- 9.1b Any employee of the Cranston Public Schools who transfers into the bargaining unit shall be allowed to transfer into his/her sick leave entitlement any sick leave accrued prior to transferring into the bargaining unit.
- 9.2 In case of absence due to illness, employees may be required to file with the School Department a physician's certificate stating the nature and duration of the illness.
- 9.3 The employee may be permitted to utilize accrued sick leave referenced in Article 9.1a a charge up to three (3) days per year when an illness occurs in the employee's immediate family (**immediate family is defined as father, mother, spouse, domestic partner, daughter, son or other relatives in the immediate household**) (~~father, mother, spouse, domestic partner, daughter, son or other persons in the immediate household who are blood relatives of either spouse or who are under legal guardianship of the employee~~ that requires the employee to care for the person who is ill). Requests for absence due to family illness under the provision of this section shall be supported by a statement that the employee can make no other arrangements.
- 9.4 Employees shall be permitted to use a maximum of thirty (30) days of accrued sick leave when illness occurs in the employee's immediate family (**immediate family is defined as father, mother, spouse, domestic partner, daughter, son or other relatives in the immediate household**) that requires the employee to care for the person who is ill. Employees may be required to file with the School Department a physician's certificate stating the nature and duration of the illness. Requests for absence due to family illness under the provision of this section shall be supported by a statement that the employee can make no other arrangements.
- 9.5 When an employee is subject to quarantine by the order of the Health Department, there shall be no loss of salary for full-time employees.
- 9.6 As of July 1, 2013, unused sick leave may no longer be accumulated for payout. The following provision shall apply to those unused sick days accumulated prior to July 1, 2013, **hereinafter referred to as Bank 1**.

Upon leaving the Cranston Public School system, the secretarial employee shall be entitled to severance pay based upon the following:

- a) Minimum of 100 unused sick leave days shall be accumulated.
- b) Union members who have been a part of the secretarial bargaining unit and have worked for the Cranston Public Schools for ten (10) years or more, shall receive compensation for sick days they have accumulated at a rate of \$20.00 per day for the total number of days accumulated. Union members who have been part of the secretarial

bargaining unit and have worked for the Cranston Public Schools for twenty (20) years and have accumulated a minimum of one hundred twenty (120) days, upon retiring from the Cranston Public Schools shall receive compensation for sick days they have accumulated at a rate of \$50.00 per day for the total number of days accumulated.

- c) Payment for unused sick leave shall be made by separate check paid during the pay period next following the secretarial employee's final check. Secretarial employees with perfect annual attendance (used no sick leave) may exercise the option of receiving two (2) days pay. ~~If this option is exercised the employee would accrue an annual maximum office (5) days less than they would have accrued for that year.~~

- 9.7 All employees will receive a record of all accumulated sick leave **on their pay stub.** ~~before December 31st of each year for the close of the previous school year.~~
- 9.8 ~~Bargaining Unit members may accumulate up to a maximum of five (5) days of unused sick time per year, but these days will not be subject to the payout when the employee having worked more than ten (10) years for the Cranston Public Schools leaves the Cranston Public School system. Bargaining Unit members may use old accumulated sick leave days if the Bargaining Unit member exhausts sick leave days accrued after July 1, 2013. Employees shall carry over all unused sick leave days and they shall be placed in Bank 2 and said sick days will not be subject to the payout described in Article 9.6. Employees may use sick leave days in Bank 1 if he/she exhausts all sick leave days in Bank 2.~~

ARTICLE 10

RELIGIOUS LEAVE

- 10.1 Employees will suffer no loss of salary when Cranston Schools are officially closed for the observance of Rosh Hashanah, ~~and~~ Yom Kippur **and Good Friday.** **Also, employees whose religious obligations require attendance at religious services held during the school day will suffer no loss of salary, not to exceed two (2) days per year and provided that notification must be given at least one (1) school day prior to taking leave or pay will be deducted.** Compensatory day provisions will not apply to this section.

ARTICLE 11
BEREAVEMENT LEAVE

- 11.1 In the case of death in the immediate family (father, mother, sister, brother, son, daughter, spouse, **domestic partner**, father-in-law, mother-in-law or other relatives in the immediate household), a regular employee may be absent for the period of bereavement, including the day the death occurs, not to exceed five (5) days.
- 11.2 In the case of death of a relative by marriage (son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandparents and grandchildren) a regular employee may be absent for the period of bereavement, not to exceed three (3) calendar days. In case of death of a niece or nephew, employees will be allowed to be absent for the period of bereavement, not to exceed two (2) calendar days.
- 11.3 In the case of death of blood relatives of either spouse not listed above, employees will be allowed to be absent the day of the funeral without loss of pay.

ARTICLE 12
JURY DUTY

- 12.1 Any employee who is required by law to be absent from work for Jury Duty will be paid the difference between the employee's 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 when excused from Jury Duty prior to 11:00 a.m. on any day of jury service.

ARTICLE 13
PARENTING LEAVE

- 13.1 Parenting 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.
- 13.2 Request for Parenting 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.

- 13.3 Parenting Leave shall expire at the end of the period for which the leave was granted. If 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.
- 13.4 Employees may exercise the provisions of Section 9.1 of this Agreement in cases of pregnancy.
- 13.5 When Section 9.1 of the Agreement is opted, the employee must work up to the time of disability and return at the time the disability no longer exists, exactly as any other illness or disability may cause an employee to be absent.
- 13.6 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.
- 13.7 The administration may require employees to submit to physical examinations conducted by a physician selected by the administration when Section 9.1 of this Agreement is being exercised.

ARTICLE 14 **PERSONAL LEAVE**

- 14.1 Each employee shall be entitled to full pay leave not to exceed three (3) days per year for personal business which cannot reasonably be done outside the work day. Request for such leave must be submitted to the Chief Operating Officer in writing at least five (5) working days prior to the day of the leave. In emergencies, the employee may obtain oral permission from the immediate supervisor with the stipulation that a written request will be forwarded as soon as possible. A maximum of four (4) secretaries (who work for schools) per day shall be allowed such personal days.

ARTICLE 15 **MILITARY LEAVE**

- 15.1 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.

- 17.6 Upon expiration of the leave, the employee may be returned to the position from which the leave was granted, if said position is available, or to a position providing a salary comparable to the position from which the leave was granted.
- 17.7 Prior to return to full time assignment, the employee must submit to the Human Resources Office a physician's statement that the employee is able to fulfill all of the duties of the position on a full time basis.

ARTICLE 18
UNPAID LEAVE – SHORT TERM

- 18.1 Any member of the Bargaining Unit may request up to five (5) school days of leave of absence in any school year, without compensation. No more than two (2) days may be taken to extend a vacation.
- 18.2 The Chief Operating Officer shall not unreasonably deny said request. Said request must be made in writing to the Chief Operating Officer no less than ten (10) school days prior to the requested leave.

ARTICLE 19
UNPAID LEAVE – FAMILY ILLNESS

- 19.1 All employees shall be eligible for a leave of absence for a minimum of 30 days or a maximum of the remainder of the school year in which the leave is taken in the event that a member of his or her immediate family (**immediate family is defined as father, mother, spouse, domestic partner, daughter, son or other relatives in the immediate household**), is ill and requires her attendance. Medical certification is required upon request. This leave shall be without compensation. An employee shall not be eligible to return to his or her position before the expiration of the leave.

ARTICLE 20
FACILITIES FOR REST PERIODS

- 20.1 Employees shall have available to them any and all lounges and dining areas as are available to the teaching staff in the building. The Committee shall not be obliged to undertake any construction or remodeling under the provisions of this section.

ARTICLE 21 PROMOTIONS/SENIORITY

- 21.1 Seniority shall be defined as the total length of time an employee has worked in any position or positions covered by this Agreement regardless of classification. Vacant positions covered by this Agreement shall be ~~published in the Superintendent's Bulletin and~~ posted in the various schools **and on the website as well as distributed to the Bargaining Unit President or his/her designee by e-mail.** In the event the employer is aware of a vacancy that will occur by June 30th due to a resignation, retirement or other circumstance that will cause a bargaining unit position to become vacant, the employer will conduct a "job selection" process on the working day following the last day of school. Vacancies that occur after the close of schools or during the summer recess period will be filled by a "job selection" process which will take place on the first Friday that Category 2 secretaries return to work, at a designated time and place. Positions left open during the first round of the selection will in turn be up for selection and so on until all positions have been bid on. Any position(s) that remain open after the "job selection" process will be posted ~~for outside bidders~~ **to the public.** The school district shall only be obligated to post those vacant positions that it intends to fill.
- 21.1a If a position becomes available after the August job selection process and before the June job selection process, upon mutual agreement between Administration and the Union, a job selection may take place at a place and time agreed upon. Ten working days ~~written~~ notification will be given **by e-mail to the bargaining unit members at their CPS e-mail address.** Notification will include a list of known vacancies to be posted during the first round. If additional vacancies occur before the meeting, members will be notified.
- 21.2 All posted vacancies shall be filled by the senior qualified candidate. The successful candidate shall serve a 30 day trial period. If, in the opinion of the Committee, the candidate is not performing the duties of the position in a satisfactory manner, the candidate shall be returned to the former position, and the job will be re-posted. The decision of the Committee, unless arbitrary, capricious and without basis of fact, shall be final. The bidding period for vacancies shall be ten (10) days following the announcement. A secretary will not be allowed to bid on or transfer into a school position in which he/she has children attending unless that person has been bumped out of a position and there are no other positions remaining or unless the position is one with more hours or it is a higher classification.

Notwithstanding any language to the contrary, a Category 3 qualified candidate shall be determined by that candidate receiving a passing grade of 70 on a test to be given by the Human Resources Department. The grading policy for the test is set forth in Exhibit "B" attached hereto and made a part hereof. This testing does not apply to present Category 3 employees who will be grandfathered into their present positions. Further, this testing only applies to vacancies. Finally, the requirement of passing the test shall take place in two (2) year intervals, i.e. a passing grade on a test qualifies that employee for Category 3 positions for two (2) years.

- 21.3 Seniority shall be a prime consideration in respect to job security, recalls and vacation preference.
- 21.4 For the purposes of this Agreement the expression "date of hire" shall be defined as the day an employee begins to work for the Cranston Public Schools, excluding time served as a substitute. In the event that two (2) or more employees begin work at the same time on the same date, a lottery will be held to determine seniority. This lottery will be held within one (1) week of the date of the appointment.
- 21.5 Annual increases effective July 1 will be given to employees hired prior to January. An employee hired after January 1 shall remain on the same step at the time of hire until the following year.
- 21.6 Seniority shall be forfeited in the event that an employee is discharged for cause, or in the event he or she terminates his or her employment voluntarily.
- 21.7 The School Department shall provide a Seniority List to the Union once yearly in the month of January.
- 21.8a In the event that a secretary's position will be abolished, a meeting will be held with representative(s) of the Administration and representative(s) of the Union. A two (2) week written notice will be given to the employee and her options will be explained. The employee shall exercise her bumping rights within two (2) weeks of this meeting and shall move into the position selected within four (4) weeks after selection. If an employee seeks to bump, it must be to a position for which the employee is qualified.
- 21.8b All members affected by the bumping process will be called to a meeting where written information will be provided for all positions eligible for consideration in the bumping process including any jobs left over from the jamboree, or postings or job selection.

- 21.8c A bumping jamboree will be held for all members affected.
- 21.8d Each member will choose a position by seniority. The member who is bumped and those still affected by the bumping procedure will remain until the bumping is completed. Members who cannot attend the bumping jamboree must assign a proxy to choose a job for her.
- 21.8e Employees working in the elementary schools shall exercise their seniority by bumping in elementary schools first and then system wide. Employees working in secondary schools shall exercise their seniority by bumping in the secondary schools first, and then system wide. Employees working in central administration shall exercise their seniority by bumping in central administration first and then system wide.
- 21.8f A two (2) week written notice of layoff shall be given to any employee so affected by layoff.
- 21.8g Employees laid off shall be placed on a recall list for a period of three (3) years. Employees who are on the recall list shall be given a two (2) week notice of return by certified mail. Employees shall have seven (7) days to respond to such notice and after seven (7) days shall be considered to have voluntarily terminated and to have relinquished all seniority rights and privileges. However, the seven (7) days recall may be extended and additional seven (7) days for reasonable extenuating circumstance. If reasons of illness apply, the Chief Operating Officer may require a physician's statement. It is the employee's responsibility to provide management with a current address. A copy of said recall notice shall be sent to the Union President.

ARTICLE 22

DISCIPLINARY ACTION

- 22.1 Employees shall be subject to disciplinary action for just cause only, including but not limited to violating school department policy and procedure.
- 22.2 In the event an employee is disciplined, the employee and Union shall be notified in writing prior to any disciplinary action being taken. The employee and the Union shall have at least a working day's notice prior to any disciplinary action being taken.
- 22.3 The employer agrees with the concept of progressive discipline. Disciplinary action shall include only the following:
1. Oral warning

2. Written warning
3. Suspension
4. Termination

- 22.4 Suspensions and discharges shall be referred to Step 3 of the grievance procedure and the grievance shall be heard within five (5) working days and the written response shall be forwarded to the Union within five (5) working days.
- 22.5 All hearings shall be closed to the public.
- 22.6 Any charges against an employee shall be in writing and signed by the person making the charges and a copy shall be sent to the employee against whom the charges are made and the Union President.
- 22.7 Verbal and written warnings shall have no effect after a period of one (1) year for the purposes of future progressive disciplinary action. For suspensions the period of time shall be two (2) years.

ARTICLE 23

GRIEVANCE PROCEDURE

- 23.1 For the purpose of this Agreement, the term "Grievance" means any difference or dispute between the Employer or 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.
- 23.2 STEP 1: Within five (5) working days from the date of the act or knowledge thereof, an employee shall submit his grievance, in writing, to his/her 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.

STEP 2: 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) working 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 written request. The Chief Operating Officer shall render a written decision within ten (10) working days of the grievance hearing.

STEP 3: 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 notice. Within ten (10) working days of hearing this appeal, the Superintendent shall communicate to the aggrieved employee and to the Union his written decision.

STEP 4: A grievance which is not resolved at the third step of the grievance procedure may be submitted by the Union to arbitration, no later than thirty (30) days following receipt of the decision rendered at the third step.

- 23.3 Notice of arbitration will be filed with the Cranston School Committee and a ten (10) day period will be available during which the Union and the Committee may mutually agree on the selection of a neutral arbitrator.
- 23.4 If no mutual agreement is reached between the parties, the Union may then file for arbitration with the American Arbitration Association **or alternately, The Labor Relations Connection**. The filing for arbitration with the American Arbitration Association **or the Labor Relations Connection** must be completed no later than thirty (30) days following the receipt of the Step 3 decision.
- 23.5 The parties will be bound by the Voluntary Labor Arbitration Rules of the American Arbitration Association **or Labor Relations Connection** regardless of how the arbitrator is selected and will share equally the cost of the arbitration process.
- 23.6 The decision of the arbitrator shall be final and binding providing that the arbitrator shall not have the power to add 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 arbitrators exceeded their authority.
- 23.7 All grievances shall be handled as quickly as practicable. The time limits specified on any level of this procedure may be extended in a specific instance by mutual agreement of the parties in writing.

- 23.8 Timely Grievances: Grievances which are not submitted within the said five (5) day period, or which are not appealed with 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.
- 23.9 The Union agrees that it will not bring or continue any grievance which is similar to a grievance denied by the decision of an arbitrator; and the Committee agrees that it will apply to similar situations the decision of an arbitrator sustaining a grievance.

ARTICLE 24

HEALTH INSURANCE

- 24.1 The School Committee will provide the health insurance plan as set forth in Exhibit "A", the terms of which are hereby incorporated by reference. ~~Employees shall be allowed to be covered by other available Health Insurance plans provided that the employee pays the difference between that plan and the Healthmate Coast to Coast plan. The prescription plan will be provided by Rhode Island Blue Cross/Blue Shield on the \$5.00/\$15.00/\$30.00 co-pay basis.~~
- 24.2 The Committee will provide Delta Dental Levels I, II, III & IV **coverage with students to dependents of employees** to age 26. The Level IV maximum shall be \$1,500.00.
- 24.3 ~~Printed~~ Application forms **which may be found on the CPS website under Human Resources forms** ~~must~~ or may be requested, **must be** completed and returned to the Human Resources Office in order to initiate this coverage.
- 24.4 The inclusive dates of this health insurance coverage shall be subject to the membership regulations of the agency providing the insurance protection.
- 24.5 Members of the Bargaining Unit who are terminated can continue membership in their Health Insurance plan for three (3) years-at the prevailing group rate at 102% of the cost.

- 24.6 All employees who retire shall be eligible to purchase health insurance the current group rate.
- 24.7 ~~Effective the first pay period after the date of the arbitration award (10/7/10) the employee will pay a 15% cost share. Effective July 1, 2011~~ Employees shall, by payroll deduction, pay a **20% cost share** of the medical and dental insurance premium provided in Sections 24.1 and 24.2 above. ~~Effective January 1, 2011, co-pay for office visits (primary care) \$15.00, specialty \$25.00, Urgent Care Centers \$50.00, and the Emergency Room \$100.00.~~
- 24.8 ~~The Committee will grandfather in the existing thirteen (13) bargaining unit members who receive 40% buy back provision at the 2004-2005 rate(s). If a buyback recipient opts out of their existing buy back they will not be able to rejoin the buyback program. The buyback provision will not be offered to the existing or new bargaining unit members. The health/dental insurance Buy Back option shall be eliminated for all bargaining unit employees effective July 1, 2011.~~
- 24.9 Application for Domestic Partner coverage may be made during the annual Open Enrollment period. Coverage will be subject to review and approval by the RI Blue Cross/Blue Shield legal department. A Domestic Partner affidavit must be submitted with the applications. **The Affidavit can be found on the CPS website under Human Resources forms or may be requested from Human Resources.**
- 24.10 The Committee will not offer health and/or dental insurance coverage if the Employee is covered as a dependent under another plan provided by the Cranston School Department or the City of Cranston.

ARTICLE 25
TEMPORARY DISABILITY INSURANCE

- 25.1 The Cranston Public School Employees, at their own expense, shall be covered under the provisions of the Temporary Disability Insurance Act of Rhode Island effective January 1, 1980.

ARTICLE 26

LIFE INSURANCE

- 26.1 The Committee shall provide a \$20,000 Term Life Insurance policy for each employee. Each secretary shall have the option to **apply for purchase up to** an additional \$125,000 of term insurance in accordance with the provisions of the insurance company contract. ~~This policy is subject to the terms and conditions of the plan as specified by the Agreement between the Cranston School Committee and Local 2044. The Agreement benefits and procedures are incorporated in the Minnesota Life insurance policy.~~

ARTICLE 27

STORM DAYS OR EMERGENCY

- 27.1 Category 1 and 2 employees will not be required to work when the Superintendent declares schools closed and will be paid. Employees will work on the re-scheduled make-up days and will be paid. If such days are scheduled during the April recess period and an employee has earned that as his/her vacation week, such employee shall work the make-up days and be paid for the earned vacation time lost.
- 27.2 Category 3 employees will not be required to work when the Superintendent declares schools closed and will be paid. In the event schools are closed under this section and the closing occurs during a payroll week, the following employees may be required to work: Payroll Secretary, Data Entry Secretary and Plant Engineer Secretary. In the event such employees are required to work, then they shall be paid at the rate of time and one half (1.5) ~~or shall, at the employee's option, receive time off at the rate of time and one half (1.5).~~ Further, ~~when such employees are required to work under this section, the School Department shall provide transportation for these employees.~~ If Administration asks an employee to work overtime, the employee will be paid said overtime ~~even if the employee had selected reduced hours for that year.~~
- 27.3 On days that the schools are closed early, category 1 and 2 employees shall be permitted to leave. This will be no less than one-half hour after the school has been officially declared closed and responsibilities to the school have been met. Category 3 employees shall be permitted to leave one-half hour after the last school is officially closed. The above applies to release for

inclement weather or other emergency at the discretion of the Superintendent.

- 27.4 ~~The unit agrees to provide switchboard coverage during the normal hours schools would be open when they are closed for storms or other emergencies. Said coverage will be provided by persons trained and experienced on the switchboard. If requested, the designated person will be provided transportation to and from home by the Cranston Public Schools. The person will receive compensatory time at one and one half (1.5) times the hours worked.~~

ARTICLE 28
NO STRIKE/NO LOCKOUT

- 28.1 During the term of this Agreement, the Union agrees there shall be no lockouts, strikes, walkouts, sit-ins, slow-downs or other interruptions, suspensions or cessations of work or any picketing or interference of any nature with the operation 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 School Department, or between the Union or any of its members and others, or between the School Department and others; the School Department agrees not to lock out union employees.
- 28.2 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 29
RESIGNATIONS

- 29.1 Written notice of resignation must be made to the immediate superior and to the Chief Operating Officer two (2) weeks prior to the date of leaving.

ARTICLE 30
SEVERABILITY

- 30.1 Should any provision of this Agreement be found to be in violation of any Federal or State Law by a court of competent jurisdiction, all other provisions of the Agreement shall remain in full force and effect.

- 30.2 The failure of the Union or School Committee to seek enforcement of an explicit contract provision shall not constitute a waiver by the Union or School Committee of the future enforcement thereof.

ARTICLE 31
LONGEVITY

- 31.1 ~~Any time worked in positions other than those included in the bargaining unit shall be included for the purposes of computing longevity increments, provided that the employment was uninterrupted and continuous in a permanent position.~~
- 31.2 ~~Employees shall receive a longevity increment of \$575.00 after having completed ten (10) years of continuous service with the Cranston Public Schools.~~
- 31.3 ~~Employees shall receive a longevity increment of \$675.00 after having completed fifteen (15) years of continuous service with the Cranston Public Schools.~~
- 31.4 ~~Employees shall receive a longevity increment of \$775.00 after having completed twenty (20) years of continuous service with the Cranston Public Schools.~~

ARTICLE 321
NEGOTIATIONS PROCEDURE

- 321.1 If negotiation meetings between the Union and the Committee are scheduled during the regular work day, the members of the Union Negotiating Team, who are relieved of their regular duties by the Superintendent, shall not be subject to deductions from their salary by reasons of such participation.

ARTICLE 332
TRAINING

- 332.1 ~~The Employer will offer courses in typing, shorthand, speed writing and computer operations in the Adult Evening Division at no cost to the employee.~~ **the opportunity for Professional Development at no cost to the employee.**

ARTICLE 343
PENSION

- 343.1 All Employees covered by this Agreement shall participate in the State of Rhode Island Municipal Retirement plan with COLA plan B.

ARTICLE 354
WAGE RATES AND CLASSIFICATIONS

- 354.1 Wage rates shall be included in Appendix A of this Agreement.
- 354.2 Secretarial classifications shall be included in Appendix B of the Agreement.
- 354.3 All bargaining unit members are required to have direct deposit. Also, advice (pay stubs) will be distributed by e-mail to the member's CPS e-mail address. Paper copies of W-2 forms will be sent to each member.**

ARTICLE 365
PERSONNEL

- 365.1 All employees shall have access to his or her own personnel files. Employees shall be given copies of any documents contained in his or her own personnel file upon request. A notice of at least 24 hours is required.
- 365.2 Secretaries will be required to wear a school issued identification badge during the work day as well as during any other paid assignments.**

ARTICLE 376
MILEAGE

- 376.1 Secretaries, for whom the use of a car is necessary, shall be paid based upon IRS Regulation I.R.B., 924 (Standard Mileage Rates Set).

ARTICLE 37
P.E.O.P.L.E.

- 37.1 Upon receipt of a voluntary written authorization from any employee covered by this agreement on forms provided by the Union, the Employer shall deduct from the pay of such employees the PEOPLE contributions authorized by the employee and forward said deduction to the Union. Deductions shall not be coupled with the Union dues and shall be forwarded separately.**

ARTICLE 38
DURATION

38.1 The provisions of this Agreement shall be effective July 1, 2014 and shall continue in full force through June 30, 2017.

IN WITNESS WHEREOF, the parties hereunto set their hands this _____ day of _____.

FOR RHODE ISLAND COUNCIL 94
AFSCME, AFL-CIO, LOCAL 2044

FOR CRANSTON, RI SCHOOL COMMITTEE

**APPENDIX A
SALARY SCHEDULE**

2014-2015 (0%)

	A	B	C	D1	D2	D3
	<u>7.5/260</u>	<u>7.5/260</u>	<u>7.5/260</u>	<u>7.5/260</u>	<u>7.5/200</u>	<u>7/200</u>
Step 1	15.54	14.90	14.67	14.11	14.14	14.17
Step 2	16.27	15.82	15.58	15.05	15.08	15.11
Step 3	17.04	16.47	16.21	15.68	15.71	15.74
Step 4	17.93	17.38	17.14	16.60	16.63	16.66
Step 5	18.87	18.22	17.97	17.44	17.47	17.50
Step 6	19.63	19.01	18.76	18.22	18.25	18.28
Step 7	20.42	19.80	19.58	19.01	19.04	19.07
Step 8	20.79	20.16	19.94	19.38	19.41	19.44

2015-2016 (2%)

	A	B	C	D1	D2	D3
	<u>7.5/260</u>	<u>7.5/260</u>	<u>7.5/260</u>	<u>7.5/260</u>	<u>7.5/200</u>	<u>7/200</u>
Step 1	15.85	15.20	14.96	14.39	14.42	14.45
Step 2	16.60	16.14	15.89	15.35	15.38	15.41
Step 3	17.38	16.80	16.53	15.99	16.02	16.06
Step 4	18.29	17.73	17.48	16.93	16.96	16.99
Step 5	19.25	18.58	18.33	17.79	17.82	17.85
Step 6	20.02	19.39	19.14	18.58	18.62	18.65
Step 7	20.83	20.20	19.97	19.39	19.42	19.45
Step 8	21.21	20.56	20.34	19.77	19.80	19.83

2016-2017 (2%)

	A	B	C	D1	D2	D3
	<u>7.5/260</u>	<u>7.5/260</u>	<u>7.5/260</u>	<u>7.5/260</u>	<u>7.5/200</u>	<u>7/200</u>
Step 1	16.17	15.50	15.26	14.68	14.71	14.74
Step 2	16.93	16.46	16.21	15.66	15.69	15.72
Step 3	17.73	17.14	16.86	16.31	16.34	16.38
Step 4	18.66	18.08	17.83	17.27	17.30	17.33
Step 5	19.64	18.95	18.70	18.15	18.18	18.21
Step 6	20.42	19.78	19.52	18.95	18.99	19.02
Step 7	21.25	20.60	20.37	19.78	19.81	19.84
Step 8	21.63	20.97	20.75	20.16	20.19	20.23

*Increase in hourly rates reflected for 2014-2015 are retroactive to July 1, 2014.

*Employees step increases for 2014-2015 are effective retroactive to July 1, 2014.

APPENDIX B

Classification A	Adm. Secretary/Chief
Classification B	Adm. Secretary/Accounts Payable/Business Office Adm. Secretary/Bookkeeper II/Grants Office Adm. Secretary/Payroll
Classification C	Adm. Secretary/Plant Operations/Payroll Adm. Secretary/Transportation/Payroll Adm. Secretary/Human Resources Adm. Secretary/Business Office Adm. Secretary/MIS Adm. Secretary/SE Census/Medicaid/Non-public Textbooks
Classification D	Adm. Secretary/Career & Technical Center/OSS Adm. Secretary/NEL/CPS Adm. Secretary/Guidance/Data Entry Adm. Secretary/Literacy & Title I Adm. Secretary/PDI/PPS/Curriculum Adm. Secretary/Pupil Personnel Services/Instruction Adm. Secretary/Elementary SE Director/SS Adm. Secretary/Secondary SE Director/SS Adm. Secretary/Central Registration Adm. Secretary/ESL/Central Registration Adm. Secretary/Early Childhood Center Adm. Secretary/Nursing & Dental/Child Outreach/Central Registration
	Secondary Secretary Secondary Secretary – Guidance Secondary Secretary – OSS
	Elementary Secretary

Exhibit B
Test Grading Policy

Spelling	40 points
Filing	10 points
Microsoft Word	28 points
Microsoft Excel	22 points

1-15-05

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THE CITY OF CRANSTON

ORDINANCE OF THE CITY COUNCIL
IN AMENDMENT OF TITLE 12 OF THE CODE OF THE CITY OF CRANSTON,
2005, ENTITLED "STREETS, SIDEWALKS AND PUBLIC PLACES"
(Sidewalk Reconstruction Cost Share Program)

No.

Passed:

John E. Lanni, Jr., Council President

Approved:

Allan W. Fung, Mayor

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

Section 1. Title 12 , Chapter 12.08 entitled SIDEWALK, CURB AND DRIVEWAY CONSTRUCTION, is hereby amended by adding thereto the following new section:

12.080.080 Cost Share Program for Sidewalk Reconstruction.

A. A cost share program is hereby established pursuant to which homeowners in the City will be eligible, subject to availability of capital and general operating funds, to have their sidewalks repaired under a cost sharing program subject to the following procedures, restrictions, and conditions. Priority shall be given to routes to schools and sidewalks heavily used by pedestrians.

B. This cost share program shall be limited to residential units of four units or less.

C. No commercial properties shall be eligible for participation in this cost share program.

D This cost share program will only be for the replacement of existing sidewalks in the City. No new sidewalks shall be eligible for approval under this program. The existing sidewalks that are eligible for this program shall only be for sidewalks running parallel to the roadway in the public right-of-way. Sidewalks running from the front door of the property are not eligible under this program.

E. The property owner will be responsible for the entire cost of the sidewalk with the city reimbursing the property owner on a set unit based fee per square foot subject to fiscal limitations.

1-15-05

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F. The property owner shall be responsible for hiring a contractor who is licensed by the State of Rhode Island Contractors Registration and Licensing Board. The contractor shall also be required to show proof of liability insurance as well as proof of workers compensation insurance.

G. The contractor selected by the property owner to perform the sidewalk repairs shall be required to obtain a Right of Way Permit from the Cranston Department of Public Works. All fees for this Right-of-Way Permit shall be waived under this program. The contractor shall be required to provide proof of registration with the Rhode Island Contractors Registration and Licensing Board and shall be required to provide proof of the required insurances. This proof of registration with the Rhode Island Contractors Registration and Licensing Board and proof of the required insurances shall be presented to the Department of Public Works during the application process for the Cost Share Program for Sidewalk Reconstruction. The Right of Way Permit shall be issued with a requirement that the contractor install the replacement sidewalk in accordance with the specifications of the City of Cranston. Sidewalks replaced under this program shall be replaced to match the materials of the existing sidewalk.

H. Upon completion of the sidewalk reconstruction work, the property owner shall submit to the Department of Public Works a Completion Statement and Request for Reimbursement on the forms provided by the Department of Public Works. A city staff member shall visit the site of the reconstructed sidewalk to inspect the work for conformance to the City specifications and shall verify the total square feet of sidewalk replaced. Upon approval by the Department of Public Works that the sidewalk conforms with the conditions of this program as well as to the City of Cranston sidewalk specifications, the Department of Public Works shall submit a payment application to the Director of Finance for direct payment to the property owner.

I. The reimbursement rates to be paid to the owner under the Cost Share Program for Sidewalk Reconstruction shall be set by the Cranston City Council at different rates for concrete sidewalks and asphalt sidewalks based upon the recommendations of the Director of the Department of Public Works and the Finance Director.

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

Positive Endorsement

Negative Endorsement (attach reasons)

Christopher Rawson, City Solicitor Date

Christopher Rawson, City Solicitor Date

Sponsored by: Councilman Stycos

Referred to Finance Committee February 12, 2015

PETITION OF THE NATIONAL GRID
FOR POLE LOCATIONS

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

City Council Copy
RECEIVED
15 JAN 29 AM 11:12
CRANSTON
CITY CLERK

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

PETTACONSETT AVENUE PROPOSE NEW SO POLE LOCATION

Wherefore your petitioner request that they be granted locations for and permission to erect and
maintain poles and wires together with such sustaining and protecting fixtures as it may find
necessary, poles to be located in accordance with the plan filed herewith marked: 207293

DATED 01/12/2015

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

THE NATIONAL GRID

BY Chris Montalto *CM*
Chris Montalto, Engineering

ORDER

RECEIVED
15 JAN 22 PM 2:33
CRANSTON
CITY CLERK

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

_____ for the use of public ways named for the purposes stated in said petition be and it hereby
is granted----work to be done subject to the supervision at

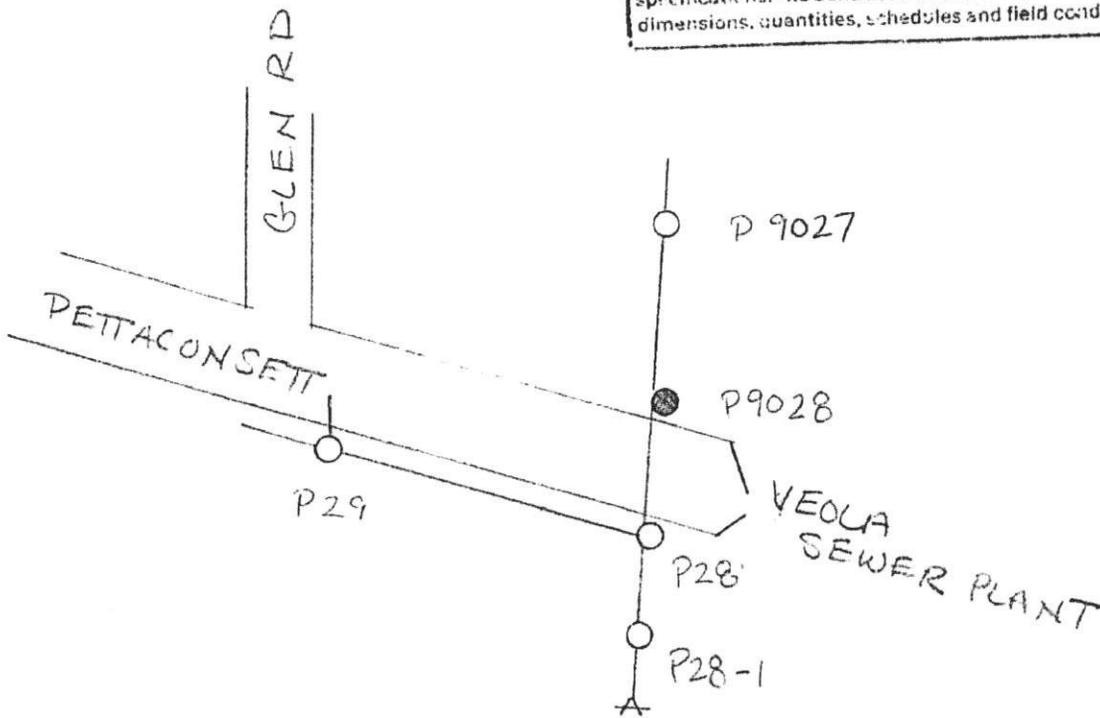
A true copy of the vote at the _____

Adopted _____ and recorded in Records Book# _____ Page# _____

CLERK



CITY OF CRANSTON ENGINEERING DIVISION CRANSTON, R. I.	
<input checked="" type="checkbox"/>	APPROVED
<input type="checkbox"/>	APPROVED AS CORRECTED
<input type="checkbox"/>	RESUBMIT FOR FINAL APPROVAL
<input type="checkbox"/>	DISAPPROVED - RESUBMIT
Date <u>1/28/2015</u>	By <u>[Signature]</u>
<small>If so marked, approval is given for design only; it does not relieve the Contractor from complying with the requirements of the Contract, contract drawings, and specifications. The contractor shall be responsible for all dimensions, quantities, schedules and field conditions.</small>	



POLE PETITION	nationalgrid ¹⁶⁷²⁵⁰⁸⁷
<input checked="" type="checkbox"/> Proposed NGRID Pole Locations	Date: ... <u>1/12/15</u>
<input type="checkbox"/> Existing NGRID Pole Locations	Plan Number: ... <u>207293</u>
<input checked="" type="checkbox"/> Proposed J.O. Pole Locations	To Accompany Petition Dated: ..
<input type="checkbox"/> Existing J.O. Pole Locations	To The: ... <u>CITY OF CRANSTON</u>
<input checked="" type="checkbox"/> Existing Telephone Co. Pole Locations	For Proposed: .. Pole: .. Location: ..
<input type="checkbox"/> Existing NGRID Pole Location To Be Made J.O.	Date Of Original Grant: ...
<input checked="" type="checkbox"/> Existing Pole Locations To Be Removed	
DISTANCES ARE APPROXIMATE	