

(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

-FEBRUARY 23, 2015-

Regular meeting of the City Council was held on Monday, February 23, 2015 in the Council Chambers, City Hall, Cranston, Rhode Island.

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

Roll call showed the following members present: Councilmen Farina, Stycos, Botts, Council Majority Leader Archetto, Councilman Aceto, Council Minority Leader Favicchio, Council Vice-President Santamaria and Council President Lanni -8.

Absent: Councilman Paplauskas -1.

Also Present: Robert Coupe, Director of Administration; Carlos Lopez, Chief of Staff; Evan Kirshenbaum, Assistant, City Solicitor; Robert Strom, Finance Director; 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 8-0. The following being recorded as voting "aye": Councilmen Farina, Stycos, Botts, Council Majority Leader Archetto, Councilman Aceto, Council Minority Leader Favicchio, Council Vice-President Santamaria and Council President Lanni -8.

I. PUBLIC ACKNOWLEDGEMENTS AND COMMENDATION

None.

II. PUBLIC HEARINGS

(limited to docketed matters)

Janice Ruggieri, School Committee Chair, appeared to speak and addressed comments made by Council members in the Cranston Herald regarding the Secretaries Contract and stated that it was concerning to her reading those comments. She also stated that when the School Committee negotiates contracts, they are not quick and not easy. They can go on for months and months. Last year, this contract went through negotiations, mediation and arbitration. In the past, the School Committee has asked the City Council for input in negotiations and have they have also invited the Council to join in the negotiations. She asked that, in the future, if there are questions on contracts, please contact the School Committee in order to get information first hand.

Councilman Farina stated that at the Finance Committee meeting, he asked Mr. Balducci if this contract puts things taken away back in and his answer was yes. He also stated that there were questions at the Finance Committee meeting and, unfortunately, no one from the School Committee was present.

III. RESOLUTIONS

None.

IV. REPORT OF COMMITTEES

PUBLIC WORKS COMMITTEE

(Councilman Mario Aceto, Chair)

RESOLUTION INSTITUTING PROCEEDINGS FOR THE ABANDONMENT OF A PORTION OF MALVERN ST.

Councilman Aceto stated that his understanding is that Councilman Stycos had requested information regarding Zoning Violations issued to the applicant. He asked that this Resolution be referred back to the Public Works Committee until this information is provided.

Councilman Stycos stated that he had asked for status of property owner's Zoning Violations. Mr. Coupe stated that there is a pending matter before Municipal Court regarding the Zoning Violation.

Councilman Stycos stated that he also had asked if there are any other options, such as leasing rather than abandoning the property. Mr. Quinlan stated that he researched this and the City could lease or sell the property if they chose.

On motion by Councilman Aceto, seconded by Councilman Stycos, it was voted to refer this Resolution back to the Public Works Committee. Motion passed on a vote of 8-0. The following being recorded as voting "aye": Councilmen Farina, Stycos, Botts, Council Majority Leader Archetto, Councilman Aceto, Council Minority Leader Favicchio, Council Vice-President Santamaria and Council President Lanni -8.

FINANCE COMMITTEE

(Councilman Steven A. Stycos, Chair)

RESOLUTION AUTHORIZING REAL ESTATE TAX ABATEMENTS

On motion by Councilman Farina, seconded by Council Vice-President Santamaria, the above Resolution was adopted on a vote of 8-0. The following being recorded as voting "aye": Councilmen Farina, Stycos, Botts, Council Majority Leader Archetto, Councilman Aceto, Council Minority Leader Favicchio, Council Vice-President Santamaria and Council President Lanni -8.

RESOLUTION AUTHORIZING MOTOR VEHICLE TAX ABATEMENTS

On motion by Councilman Farina, seconded by Council Vice-President Santamaria, the above Resolution was adopted on a vote of 8-0. The following being recorded as voting "aye": Councilmen Farina, Stycos, Botts, Council Majority Leader Archetto, Councilman Aceto, Council Minority Leader Favicchio, Council Vice-President Santamaria and Council President Lanni -8.

TAX INTEREST WAIVER APPROVALS

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 8-0. The following being recorded as voting "aye": Councilmen Farina, Stycos, Botts, Council Majority Leader Archetto, Councilman Aceto, Council Minority Leader Favicchio, Council Vice-President Santamaria and Council President Lanni -8.

TAX INTEREST WAIVER DENIALS

On motion by Councilman Aceto, 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 8-0. The following being recorded as voting "aye": Councilmen Farina, Stycos, Botts, Council Majority Leader Archetto, Councilman Aceto, Council Minority Leader Favicchio, Council Vice-President Santamaria and Council President Lanni -8.

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

On motion by Councilman Farina, seconded by Councilman Aceto, the above Resolution was adopted on a vote of 8-0. The following being recorded as voting "aye": Councilmen Farina, Stycos, Botts, Council Majority Leader Archetto, Councilman Aceto, Council Minority Leader Favicchio, Council Vice-President Santamaria and Council President Lanni -8.

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)**

Council Vice-President Santamaria stated that he and Councilman Aceto attended the School Committee meeting earlier and they suggested to the School Committee to use the City Council Grant Writer to try to obtain grants for solar panels to help with the heating costs and he also indicated that they are moving forward and working together.

Council President Lanni indicated that Cranston will be the first municipality to have solar panels in the schools.

On motion by Councilman Aceto, seconded by Council Majority Leader Archetto, the above Ordinance was adopted on a vote of 8-0. The following being recorded as voting "aye": Councilmen Farina, Stycos, Botts, Council Majority Leader Archetto, Councilman Aceto, Council Minority Leader Favicchio, Council Vice-President Santamaria and Council President Lanni -8.

1-15-05 **ORDINANCE IN AMENDMENT OF CH. 12 OF THE CODE OF THE CITY OF CRANSTON, 2005, ENTITLED 'STREETS, SIDEWALKS AND PUBLIC PLACES' (Sidewalk Reconstruction Cost Share Program)**

On motion by Councilman Aceto, seconded by Council Majority Leader Archetto, it was voted to adopt the above Ordinance.

Under Discussion:

Councilman Stycos emphasized that this is not the 50/50 Program.

Council Minority Leader Favicchio asked if there is a cap for this program. Councilman Stycos stated that it would be subject to annual appropriation.

Council Majority Leader Archetto stated that there should be some sort of oversight either by the Administration or Public Works Department when it comes to the homeowner hiring a contractor.

Councilman Stycos stated that a system could be established or have an oversight without putting it in the Ordinance.

Council Majority Leader Archetto stated that he is concerned that we are not going to have a list or a definite order.

Councilman Botts stated that Mr. Mason had stated at the Committee meeting that it would have to be pre-approved by the Public Works Department before any work is done. He also stated that he is leery of creating a program when we are already over budget in snow removal. There are other areas that need to be addressed before creating something new.

Solicitor Kirshenbaum stated that Mr. Mason also had stated that he would have a list and he would allocate funds on estimates.

Councilman Farina stated that he is also concerned about where in the budget we could secure funds for this. This is one of the things that if we can afford it, we will implement it, if we can't, we won't.

Council Minority Leader Favicchio stated that his only concern is this Ordinance does not include curbing. His Ward does not have sidewalks, they have curbing.

Councilman Aceto stated that the program has to start somewhere, it is a framework, but this Ordinance would be creating another tax for the homeowner because they would have to pay for this themselves. We have to start somewhere and we could work out the details.

Council Minority Leader Favicchio motioned to amend this Ordinance by adding "curbing", Council Majority Leader Archetto seconded the motion.

Under Discussion:

Councilman Stycos suggested introducing a separate Ordinance for curbing. This Ordinance was drafted mainly by the Public Works Director and he would like the Public Works Director to weigh in on that. Solicitor Kirshenbaum stated that it makes sense to do a separate Ordinance for curbing.

Motion and second to amend this Ordinance were withdrawn.

Roll call was taken on motion to adopt the above Ordinance and motion passed on a vote of 7-1. The following being recorded as voting "aye": Councilmen Farina, Stycos, Council Majority Leader Archetto, Councilman Aceto, Council Minority Leader Favicchio, Council Vice-President Santamaria and Council President Lanni -7. The following being recorded as voting "nay": Councilman Botts -1.

- **LIST OF PENDING LABOR CASES AND SPECIFIC ATTORNEYS ASSIGNED (Councilman Aceto)**

Solicitor Kirshenbaum stated that there is a list confirmed by Attorney Ragosta, and there are eight pending cases that Attorney Ragosta was assigned and one was cancelled. Of the seven cases, Attorney Ragosta is going to keep five and one will be assigned to Attorney Robinson and one, the Administration is still deciding on who will move forward on this.

Councilman Aceto asked if the Administration is negotiating the Police Contract and which attorney is handling that. Solicitor Kirshenbaum stated that this is in Arbitration and Attorney Robinson will represent the City. Councilman Aceto asked how many years this contract is for. Mr. Strom stated, one year at a time.

Councilman Stycos stated that the Finance Committee wanted a list of all the cases and which ones Attorney Ragosta was representing. Solicitor Kirshenbaum stated that he will obtain this information for the next Finance Committee meeting. He will email this information to the Council as soon as he can.

- **LEGAL FEES AND HOURLY RATE OF ATTORNEY STEVEN ROBINSON (Councilman Farina)**

Solicitor Kirshenbaum stated that no bills have been paid yet for Attorney Robinson and his hourly rate is \$175 per hour.

- **REPORT ON PROCEDURE FOR THE COORDINATION OF REPRESENTATION OF CITY IN POLICE CONTRACT ARBITRATION BY ATTORNEYS ROBINSON AND RAGOSTA (Councilman Stycos)**

Solicitor Kirshenbaum stated that this coordination is still going on.

Councilman Stycos asked if there is a date for this Arbitration. Solicitor Kirshenbaum stated that he believes it is June 15-17, American Arbitration #14-445.

Councilman Aceto asked if there are any plans to sit down and negotiate the contract to avoid Arbitration. Solicitor Kirshenbaum stated that he will make this request.

- **SOLICITOR TO REPORT ON WHETHER RIPTA AND LAMAR ARE RESPONSIBLE FOR CLEARING BUS SHELTERS DURING SNOWSTORMS AND CAN THEY BE FINED FOR NOT COMPLYING? (Council President Lanni and Council Vice-President Santamaria)**

Council Vice-President Santamaria stated that he spoke to three former City Highway Superintendents and the all stated that they never saw the shelters cleared. He stated that since the City fines businesses, he questioned why LAMAR or RIPTA can't be fined. As Chair of Safety Services and Licenses Committee, he is concerned of the liability if someone gets hurt.

Solicitor Kirshenbaum stated that he spoke to Barbara Polichetti, Spokesperson for RIPTA, and she gave him the impression that LAMAR does not own the shelters and they do not have the manpower and they rely on the cities and towns to clear the shelters.

Council Vice-President Santamaria asked if a fine letter can be sent for each bus shelter in the City. He just wants something on record of LAMAR and RIPTA stating whether they are or are not going to clear the bus shelters.

Solicitor Kirshenbaum stated that he had suggested that the Chair of Safety Services and Licenses Committee call in RIPTA and LAMAR to discuss this. Council Vice-President Santamaria asked that a representative from RIPTA and LAMAR be asked to attend the next Safety Services meeting.

CLAIMS COMMITTEE

(Councilman Michael W. Favicchio, Chair)

REPORT OF SETTLED CLAIMS (*Informational purposes only*): Gloria Arsenault \$210.50 vehicle damage.

No action needed.

V. PUBLIC HEARINGS

(open to any matters)

Valerie Schule, 27 Farm St., appeared to speak and stated that she would much rather see money spent towards a piece of equipment rather than worry about starting the sidewalk program.

Tom Okolowicz appeared to speak and stated that he is a 21 year member of the Police Department. He also stated that everyone else's contract ends 2017 and the Police Department's contract ended 7/30/2012. If it goes to Arbitration, there will be more money the City will have to spend.

VI. ELECTION OF CITY OFFICIALS

PERSONNEL APPEAL BOARD:

- **Re-appointment of *Gennaro Trombetti* (Councilman Archetto)**

On motion by Councilman Farina, seconded by Council Majority Leader Archetto, it was voted to approve the re-appointment of ***Gennaro Trombetti*** as a member of the ***Personnel Appeal Board***. Motion passed on a vote of 8-0. The following being recorded as voting "aye": Councilmen Farina, Stycos, Botts, Council Majority Leader Archetto, Councilman Aceto, Council Minority Leader Favicchio, Council Vice-President Santamaria and Council President Lanni -8.

VII. REPORT OF CITY OFFICERS

STANDING MONTHLY REPORT OF CITED PROPERTIES IN THE CITY (Councilman Botts)

No discussion.

VIII. EXECUTIVE COMMUNICATIONS

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

Mr. Coupe appeared to speak.

REQUEST TO BE CONTINUED IN SERVICE FOR ONE YEAR: PVT. CHRISTOPHER YATES, CRANSTON FIRE DEPARTMENT

On motion by Councilman Farina, seconded by Council Majority Leader Archetto, it was voted to approve this request. Motion passed on a vote of 8-0. The following being recorded as voting "aye": Councilmen Farina, Stycos, Botts, Council Majority Leader Archetto, Councilman Aceto, Council Minority Leader Favicchio, Council Vice-President Santamaria and Council President Lanni -8.

REQUEST TO BE CONTINUED IN SERVICE FOR ONE YEAR: PRIVATE KEVIN CULLINAN, CRANSTON FIRE DEPARTMENT

On motion by Councilman Farina, seconded by Councilman Aceto, it was voted to approve this request. Motion passed on a vote of 8-0. The following being recorded as voting "aye": Councilmen Farina, Stycos, Botts, Council Majority Leader Archetto, Councilman Aceto, Council Minority Leader Favicchio, Council Vice-President Santamaria and Council President Lanni -8.

REQUEST TO BE CONTINUED IN SERVICE FOR ONE YEAR: SUPERINTENDENT PETER FOURNIER, CRANSTON FIRE DEPARTMENT

On motion by Councilman Farina, seconded by Councilman Aceto, it was voted to approve this request. Motion passed on a vote of 8-0. The following being recorded as voting "aye": Councilmen Farina, Stycos, Botts, Council Majority Leader Archetto, Councilman Aceto, Council Minority Leader Favicchio, Council Vice-President Santamaria and Council President Lanni -8.

REQUEST TO BE CONTINUED IN SERVICE FOR ONE YEAR: PVT. TIMOTHY COLANTONIO, CRANSTON FIRE DEPARTMENT

On motion by Councilman Farina, seconded by Council Minority Leader Favicchio, it was voted to approve this request. Motion passed on a vote of 8-0. The following being recorded as voting "aye": Councilmen Farina, Stycos, Botts, Council Majority Leader Archetto, Councilman Aceto, Council Minority Leader Favicchio, Council Vice-President Santamaria and Council President Lanni -8.

CLAIMS SETTLED BY SOLICITOR: Theresa N. Wood \$2,000.00 vehicle damage; Susan Diaz and John Calvino Law Associates \$2,000.00 personal injury.

No action needed.

IX. COUNCIL PRESIDENT COMMUNICATIONS

Council President Lanni stated that the Trash Amnesty Sub-Committee will meet on Wednesday, February 25, 2015 at 6:30 p.m.

Council President Lanni stated that this week, he read in the newspaper regarding a meth lab being busted at D'Evan Manor. He stated that what bothers him is the two people who were arrested were in their 20's. He questioned how they were able to get into the Manor, since they are not Seniors or handicapped. What he would like to know is what procedure the City uses for people to get into the Manors. He stated that the Administration should be looking at what the procedures are and how this happened and how it can be prevented from happening in the future.

Mr. Lopez stated that D'Evan Manor does not fall under the Housing Authority. It is a privately run facility. Unfortunately, qualification to get into Manors has been federally deregulated to allow for people who are recovering drug addicts or with mental issues are allowed to live in those housing facilities. He has worked with Elaine Wolohoojian, Director of Cranston Housing Authority, who oversees other facilities and she is really good about screening. We could pursue questions of HUD, who oversees funding for those facilities.

Council President Lanni asked that Ms. Wolohoojian be asked to contact HUD to follow-up on this.

Councilman Aceto asked if the City can pursue legal recourse in the form of reimbursement in time the Police had to spend in what turned out to be the arrest of the two individuals. Solicitor Kirshenbaum stated that you would have to show some type of gross negligence on the owners of the Manor.

Councilman Stycos suggested that HUD or Ms. Wolohoojian be invited to a Committee meeting to get some answers to our questions about the Manors in the City.

X. COUNCIL MEMBER COMMUNICATIONS

COUNCILMAN STYCOS:

- *Use of Tax Letter to promote recycling and other city programs*

Councilman Stycos stated that there is an Ordinance on the books requiring the Mayor to use the tax letter to promote recycling. He asked that this item be kept on the Docket until the tax letter is sent out because each year it is left out of the mailing.

Mr. Strom stated that one of the issues discussed last year was how it was going to be printed and the cost of having another piece of material in the mailing. He thinks guidelines should be set on how to send this out. He also stated that the Tax Collector's concerns about additional cost having this printed on the back of the Mayor's letter. He wants to make sure we are using the website more.

- ***Report from Administration on citations and fines for failure to clear sidewalks.***

Mr. Lopez stated the following statistics from January 26, 2015 to February 23, 2015, per the Police Colonel and presented a handout of these statistics:

- 388 accidents
- 202 snow ban citations at \$85.00 each, for total cost of \$17,170
- 304 snow ban vehicles moved at the request of the Police
- 64 snow ban tows
- 198 sidewalk notification warning letters
- 30 sidewalk violations for residences at \$20.00 per citation, for total of \$600
- 32 sidewalk violations for businesses, 18 given \$20.00 fines and 14 were given \$250.00 fines for total of \$3,860
- 62 total sidewalk violations for total of \$4,460
- As to weather related emergencies, there were 34 emergencies, which included a sudden death, numerous roof collapses, frozen water pipes and gas leaks.

Councilman Stycos asked if we keep track of how many people actually pay the fine. **Mr. Lopez** stated that the Mayor's Office does not, Municipal Court would have that information. **Councilman Stycos** asked that this information be provided. He also asked that the handout presented by **Mr. Lopez** be provided to the City Council.

Councilman Stycos asked if there is a system that people can call during a storm if their street is not plowed. **Mr. Lopez** stated that during a storm, we open the Emergency Management System in the Fire Department. As far as plowing, people can call the Public Works phone number. They may get a voicemail, but their call will be returned, if not the same day, the next day. If there is no one in the building, there is a recording that directs people to the emergency center if it is open or to the Public Works Department.

Councilman Aceto stated that we have an Emergency Management Coordinator, which is Council Majority Leader Archetto and he directs all his constituent calls to Council Majority Leader Archetto and he coordinates with the Administration or the proper department.

Council Majority Leader Archetto stated that there is a procedure in place. It seems like the problem is weekends or evenings when City Hall is closed and the people do not know who to call and the direct number to Public Works is not publicized. The people automatically call the 461-1000 number.

Mr. Coupe stated that calls do come in and go to Public Works and there is one person there and does the best she can. He is not sure it would change anything if there was a different number. He has personally witnessed the Constituent Affairs Director, **Mr. Barone**, handle hundreds of calls.

Councilman Farina stated that he thinks we should post on the City's website the protocol we use in plowing the roads in the City. This may help people understand the system. **Mr. Coupe** stated that he will work with the Public Works Director to get this on the City's website.

- ***Responding to citizen calls during a storm***

Councilman Stycos stated that he has received compliments, especially for the Superintendent of Highway, **John Corso**, from Little Falls for clearing the front of his business.

Councilman Botts stated that he received a call from a resident on Moran St. a week after the snowstorm regarding ruts in the street and two tire tracks in the road and also Beckwith and Burnside St. which are awful and Magnolia St. is like an ice rink. If more money is needed to address secondary streets, he is willing to explore that. He hopes this is something that can be addressed during the Budget cycle.

COUNCIL VICE-PRESIDENT SANTAMARIA:

- *Status of power box on traffic light at Walnut Grove Ave. and Atwood Ave.*

Council Vice-President Santamaria stated that the power box is on back order. He questioned what the status is on the traffic light. Mr. Coupe stated that the Public Works Director has informed him that the box, per RIDOT, has arrived and will be installed this Spring, but would not give him an exact date.

- *Status of State Police Report*

Council Vice-President Santamaria asked for update on where the State Police Report is. Solicitor Kirshenbaum stated that he does not know where the report is.

COUNCILMAN FARINA:

- *Clearing of Sidewalks*

Councilman Farina stated that prior to the snowstorms, we had asked Mr. Strom for a wish list, hopefully, we can find funding to address the purchasing of equipment to clear sidewalks in the side. The problem is not that the streets are not plowed, strategy needs to change a little bit.

Council Majority Leader Archetto stated that the City did a good job in the main roads. We need to look at the contractors and the ones that did poor job in certain areas, not be rehired.

Solicitor Kirshenbaum stated that Mr. Okolowitz, who has been plowing for twenty two years, has stated to him that the City needs more ten-wheeler trucks. The ten wheel trucks can be used to open up the streets more for the smaller trucks to clear the streets.

XI. OLD BUSINESS

None.

XII. INTRODUCTION OF NEW BUSINESS*

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

- 2-15-01 **ORDINANCE IN AMENDMENT OF CHAPTER 17 OF THE CODE OF THE CITY OF CRANSTON, 2005, ENTITLED 'ZONING' (CHANGE OF ZONE – NEW LONDON AVE.)** Petition filed by Crown Holdings II, LLC. [\[click to view\]](#)
- 2-15-02 **ORDINANCE IN AMENDMENT OF TITLE 15, CH. 04 OF THE CODE OF THE CITY OF CRANSTON, 2005, ENTITLED 'BUILDING CODE' (Tent Permit Over 500 sq. ft. fee).** Sponsored by Councilman Botts. [\[click to view\]](#)
- 2-15-03 **ORDINANCE RATIFYING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF CRANSTON AND THE INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS, LOCAL 301.** Sponsored by Administration. [\[click to view\]](#)

RESOLUTION AUTHORIZING THE APPOINTMENT OF A COMMITTEE TO DEVELOP A REDISTRICTING PLAN FOR THE SIX WARDS OF THE CITY OF CRANSTON. Sponsored by Councilman Stycos. [\[click to view\]](#)

CLAIMS:

- **Property damage claim of E. Katherine Gardiner for alleged incident on May 1, 2014.**
- **Personal injury claim of Andrew Alberino and Maria Valdez for alleged incident on January 9, 2015.**

- Property damage claim of Denise M. Moretti-Foggo for alleged incident on January 18, 2015.
- Property damage claim of John J. Spagnolo for alleged incident on January 19, 2015.
- Property damage claim of Brian Corcoran for alleged incident on January 24, 2015.
- Property damage claim of Alice Allen for alleged incident on January 26, 2015.
- Property damage claim of Alexander Caserta for alleged incident on January 27, 2015.
- Property damage claim of Leonard Upham for alleged incident on January 27, 2015.
- Property damage claim of John & Paula Montanaro for alleged incident on January 27, 2015.
- Property damage claim of Steven & Natalia Kidd for alleged incident on January 28, 2015.
- Property damage claim of David Ferreira for alleged incident on February 2, 2015.
- Property damage claim of Joseph & Karen Sylvia for alleged incident on February 2, 2015.
- Property damage claim of Elena Kwetkowski for alleged incident on February 2, 2015.
- Property damage claim of Lawrence E. Caron, Jr. for alleged incident on February 9, 2015.
- Property damage claim of Rosemary DaSilva for alleged incident on February 10, 2015.
- Property damage claim of Melissa Rollings for alleged incident on February 2, 2015.
- Property damage claim of Angela Baxter for alleged incident on February 12, 2015.
- Property damage claim of William A. Rougas for alleged incident on February 4, 2015.
- Property damage claim of Joseph Mee for alleged incident on February 2, 2015.
- Property damage claim of Leonard Pezza for alleged incident on February 10, 2015.

On motion by Councilman Farina, seconded by Councilman Aceto, it was voted to refer the above new business to the respective Committees. Motion passed on a vote of 8-0. The following being recorded as voting "aye": Councilmen Farina, Stycos, Botts, Council Majority Leader Archetto, Councilman Aceto, Council Minority Leader Favicchio, Council Vice-President Santamaria and Council President Lanni -8.

XIII. MISCELLANEOUS BUSINESS ON CLERK'S DESK

RI DOT Notification of sale of property, adjacent to 1301 Reservoir Avenue, to Picerne Investment Corporation. [click to view]

No discussion.

The meeting adjourned at 9:00 P.M.



Rosalba Zanni
Assistant City Clerk/Clerk of Committees

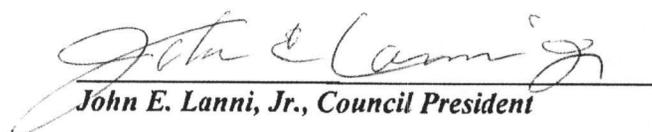
(See Stenographic Notes of Ron Ronzio, Stenotypist)

THE CITY OF CRANSTON

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

No. 2015-4

Passed:
February 23, 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

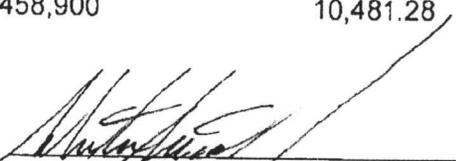
DAVID COLE
DEPUTY ASSESSOR

MEMO

DATE: February 4, 2015
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	458,900	10,481.28



Salvatore Saccoccio, Jr.
City Assessor

*** RECR)ART REP *** Printed 02042015 at 12:10:33 by KARBUR

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City of Cranston
2014 Abatement List

1 0112521001 011-3528
Location 19 LENOX RD
ABBATEMATTEO FRANK D
ABBATEMATTEO GRACE R T/E 1/2
19 LENOX ROAD
CRANSTON RI 02920

	Value	Tax
Original :	244100	5575.24
ADJUST BUILDIN :	119700	2733.95
Adjusted :	124400	2841.29

2 0714224001 017-0646
Location 2226 CRANSTON ST
GRACIE FRANK A III
2226 1/2 CRANSTON STREET
CRANSTON RI 02920

	Value	Tax
Original :	198000	4522.32
ADJUST BUILOIN :	15700	358.58
Adjusted :	182300	4163.73

3 1916120502 006 1974
Location 80 GLEASON ST
RHODE ISLAND HOUSING & MORTGAG
44 WASHINGTON ST
PROVIDENCE RI 02903-7120

	Value	Tax
Original :	123500	2820.74
Exemption Omit :	123500	2820.74
Adjusted :		

4 1916120504 009-1212
Location 84 WALDRON AV
RI HOUSING & MORTGAGE FINANCE
44 WASHINGTON ST
PROVIDENCE RI 02903-7120

	Value	Tax
Original :	200000	4568.00
Exemption Omit :	200000	4568.00
Adjusted :		

0000000000
Location

	Value	Tax
Original :		
Adjusted :		

0000000000
Location

	Value	Tax
Original :		
Adjusted :		

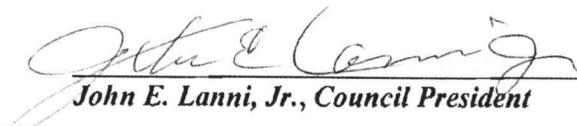
	Value	Tax	
Original	765600	17486.30	
Abatements	458900	10481.28	on 4
Adjusted	306700	7005.02	Accounts

THE CITY OF CRANSTON

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

No. 2015-5

Passed:
February 23, 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

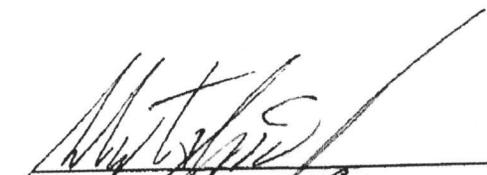
DAVID COLE
DEPUTY ASSESSOR

MEMO

DATE: February 4, 2015
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, 2011	1,857	78.83
December 31, 2012	8,313	352.82
December 31, 2013	<u>16,930</u>	<u>718.50</u>
Totals:	27,100	1,150.15



Salvatore Saccoccio, Jr.
City Assessor

*** NECRIABT_CR.REP *** Printed 02042015 at 12:32:53 by KARBUR

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City of Cranston
2012 Motor Vehicle
Abatement List

1	33003240	0000020025	2	53003360	0000153078	00000000	0000000000
	Vehicle 2005	CHEVY	NC 143	Vehicle 2003	DODG	623716	Vehicle 0000
	ID 1GNDV23L45D270134			ID 1D4HSJ8N23F564638			ID
	CALISE NICOLE R			WATTS CHANDA T			
	742 ATWOOD			1635 CRANSTON ST UNIT 2			
	Cranston RI 02920			Cranston RI 02920			
	Original :	Value	Tax	Original :	Value	Tax	Original :
	STOLEN/SOLD/JUNK/TOT	6,946	322.41	STOLEN/SOLD/JUNK/TOTA	4034	177.57	Value
	Adjusted Tax:		1.50	Adjusted Tax:		77.33	Tax
			320.91			100.24	Adjusted Tax:

For Tax Year: 2012

Original :	Value	Tax	
	10980	499.98	
Adjusted Tax :		78.83	on 2 Accounts
		421.15	

Feb-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>
Cameron, Sherri	825 Pontiac Ave	\$146.95	\$22.04	death
Hartley, Mary	109 Albert Ave	2,168.41	\$ 216.83	hardship
Kirshenbaum, Sally	60 Jonathan Way	2,292.60	\$275.12	lostcheck
Kong, Sambo	1001 Cranston St	842.05	\$101.04	death
Patonio, Edward A	18 Garrison St	781.33	\$109.38	illness
Saccoccio, Janet	455 Comstock Pkwy	1,238.80	\$222.98	lostcheck
Silvestri, Thomas M.	24 Milton Ave	1,565.41	\$169.16	death

Recommend to Deny

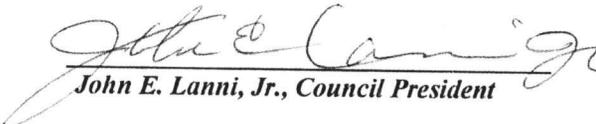
Kamco Supply	37 Amflex Dr	120,284.90	\$6,014.24	business
LaGrant, Linda	69 Brettonwoods Dr	7,045.66	\$352.29	no bill

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. 2015-6

Passed:
February 23, 2015


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: _____

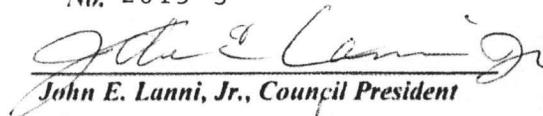
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THE CITY OF CRANSTON

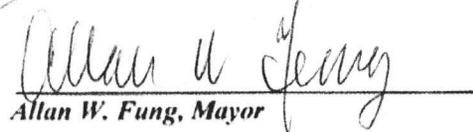
ORDINANCE OF THE CITY COUNCIL
RATIFYING THE SCHOOL COMMITTEE'S COLLECTIVE BARGAINING
AGREEMENT WITH RI COUNCIL 94, AFSCME, AFL-CIO CRANSTON
PUBLIC SCHOOL EMPLOYEES LOCAL 2044, SCHOOL SECRETARIAL UNIT
(Fiscal Years 2014 - 2017)

No. 2015-3

Passed:
February 23, 2015


John E. Lanni, Jr., Council President

Approved:
March 5, 2015


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.

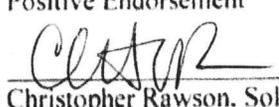
Section 3. That the agreement in writing between the School Committee and the RI Council 94, AFSCME, AFL-CIO Cranston Public School employees Local 2044, in the form of the attached contract, is hereby ratified, confirmed and approved by this City Council.

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)

 2/23/15
Christopher Rawson, Solicitor Date

Christopher Rawson, Solicitor Date

Introduced pursuant to: Charter Sec. 11.02.1

Referred to Finance Committee February 12, 2015

CRANSTON PUBLIC SCHOOLS
FISCAL IMPACT STATEMENT (REVISED)
SECRETARIES

CATEGORY		2014-2015	2015-2016	2016-2017	Total Annual Change Thru FYE 2017
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
		<u>25,620</u>	<u>68,108</u>	<u>69,187</u>	<u>162,915</u>
		<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
- Columbus Day
- Election Day on which all schools are closed
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day
- New Year's Day
- Martin Luther King, Jr., Day
- Presidents Day
- Good Friday
- Memorial Day
- *Independence 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.

- 15.2 The length of the military leave for training will not exceed the standards established by Federal regulations for training activities required of the employee for the maintaining of creditable standing in the Reserve component of the Armed Services.
- 15.3 The employee will be compensated for up to a maximum of ten (10) work days in any one calendar year for the difference between the employee's gross calendar year and the employee's gross daily military pay and gross daily school department salary, only when the gross daily military salary is less than the gross daily school salary.

ARTICLE 16
UNION LEAVE

- 16.1 A leave of absence without compensation, not to exceed five (5) days in any one year period, may be granted to one elected official of Local 2044 to attend International, Regional or State conventions.
- 16.2 This leave request may be disapproved by the Superintendent or his representative if the absence of the employee requesting leave, due to responsibilities of the position, causes undue hardship in the daily operation of the particular school department office.

ARTICLE 17
UNPAID LEAVE – LONG TERM

- 17.1 Employees covered by this Agreement may request unpaid leave for reason of personal illness or disability.
- 17.2 Written request for unpaid leave may be made to the Superintendent of Schools. Such request must be accompanied by a physician's statement substantiating the necessity for the leave and approximate date of return.
- 17.3 Periods of leave may not exceed six (6) calendar months.
- 17.4 The recommendation for approval of the leave will be discretionary with the Superintendent but will not be unreasonably withheld.
- 17.5 Employees on leave under this article will accrue no sick leave, vacation entitlement or longevity while on leave. Seniority rights only will continue.

- 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 within the above mentioned time limits shall be considered as waived and not entitled to further consideration unless the time is extended by mutual agreement of the parties. If the Employer fails to answer a grievance on any step within the specified time limits, the Union may proceed to the next step of the grievance procedure. The Union agrees to screen grievances in order to prevent unnecessary grievances from consuming the time of the parties concerned.
- 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 e~~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 L.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

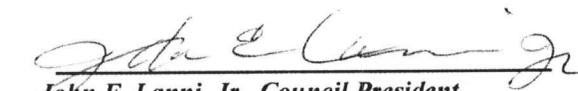
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THE CITY OF CRANSTON

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. 2015-4

Passed:
February 23, 2015


John E. Lanni, Jr., Council President

Approved:
March 5, 2015 pursuant to Sect. 3.14 of the City Charter.
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)

 2/23/15
Christopher Rawson, City Solicitor Date

Christopher Rawson, City Solicitor Date

Sponsored by: Councilman Stycos and Councilman Archetto, Councilmen Aceto, Farina & Council Vice-President Santamaria

Referred to Finance Committee February 12, 2015

PROPERTIES CITED JANUARY 2015 HOUSING INSPECTOR DOUG SMITH

ADDRESS	VIOLATIONS
105 DUNEDIN STREET	TRASH - LITTER - DEBRIS
50 GLENHAM ROAD	FENCE
39 HORNBEAM DRIVE	TRASH - LITTER - DEBRIS
59 PACKARD STREET	NO PERMIT
76 PACKARD STREET	RUNNING BUSINESS
71 PIPPIN ORCHARD ROAD	WINDOW
242 TERRACE AVENUE	TRASH - LITTER - DEBRIS

PROPERTIES CITY JANUARY 2015 HOUSING INSPECTOR JIM HOLT

ADDRESSES	VIOLATIONS
BAYVIEW AVE	vacant lot
191 BEACHMONT AVENUE	
1890 BROAD ST	
1586 BROAD ST	First choice auto
103 CALAMAN	
190 HILLSIDE RD	LA Fitness
21 LEXINGTON AVE	
110 MAGNOLIA ST	
78 MILL ST	mattress
56 NORMAN AVE	
10 OAKWOOD	
350 PARK AVE	
896 PARK AVE	
668 PARK AVE	
133 PAWTUXET	
16 PILGRIM DR	
631 PONTIAC AVE	
243 POPLAR DR	

29 ROLFE SQ	
18 RUSHTON DR	monitor
20 SECOND AVE	Portugese club
144 SMITH ST	
WATERMAN AVE	
104 WENTWORTH	
116 WESTWOOD AVE	monitor

PROPERTIES CITY JANUARY 2015 CODE COMPLIANCE OFFICER SHARON CAVALLORO

ADDRESSES	VIOLATIONS
206 BATEMAN AVE	running a business
2105 CRANTON ST	birdfeeder
1650 ELMWOOD AV	illegal business, illegal structure, unreg vehs.
22 KEITH AVE	garbage
26 OAK ST	vehicles, garbage
241 OAKLAWN AVE	dumping on city property
12 OLD OAK	foreclosed property
1776 SCITUATE AVE	political signs
5 VERSAILES	vehicles
301 WARWICK AVE	working w/o

reinspections are in bold

2-15-01

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'
(CHANGE OF ZONE – New London Ave. - Power Road – Crown Holdings, II, LLC)

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 as follows:

By deleting from a S-1 District, a portion of Lot 1 on Zoning Plat 14, located on the Easterly side of Power Road.

And by adding thereto the following:

C-5 with conditions a portion of Lot 1 on Zoning Plat 14, located on the Easterly side of Power Road.. (See Metes and Bounds description attached hereto as Exhibit "A" and made a part hereof).

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 Crown Holdings, II, LLC

2-15-01

Exhibit "A"

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That certain tract or parcel of land with all buildings and improvements thereon situated on the southerly side of Sockanosset Cross Road in the City of Cranston, County of Providence, State of Rhode Island is herein bounded and described;

Beginning at a point on the southerly Highway line of Sockanosset Cross Road, said point being opposite station 11+37.98 right sixty eight and 15/100 (68.15') feet, as shown on State Highway Plat 2587-A;

Thence proceeding along the arc of a curve in a counter clockwise direction with a radius of four hundred eighteen and 00/100 (418.00') feet and a delta angle of 24°29'31" a distance of one hundred seventy eight and 68/100 (178.68') feet to a point, opposite station 2+07.55 left forty and 49/100 (49.49') feet as shown on State Highway Plat 2733;

Thence proceeding south 27°45'57" west a distance of thirty two and 33/100 (32.33') feet to a point opposite station 2+42.48 left forty and 01/100 (40.01') as shown on said Plat 2733;

Thence proceeding south 25°14'43" west a distance of one hundred nine and 41/100 (109.41') feet to a point opposite station 3+51.87 left forty and 03/100 (40.03') feet as shown on said Plat 2733, said point being the point and place of beginning of the herein described parcel;

Thence proceeding south 39°12'51" east a distance of two hundred sixty two and 69/100 (262.69') feet to a point;

Thence proceeding south 43°58'23" east a distance of two hundred twenty seven and 33/100 (227.33') feet to a point, the last five (5) courses bounded westerly and northerly by land now or formerly of the City of Cranston;

Thence proceeding south 17°51'39" west a distance of eight hundred ninety eight and 51/100 (898.51') feet to a point, on the northerly Freeway Line of Route 37, said point being north 74°34'37" west a distance of eight hundred seventy three and 00/100 (873.00') feet from a Rhode Island Highway Bound Found at Station 181+83±, left one hundred fifty more or less (150'±) feet, bounded easterly by land now or formerly of One Hundred Sockanosset, L.I.C.;

Thence proceeding north 74°34'37" west along said Freeway Line a distance of four hundred four and 17/100 (404.17') feet to a point, said point being opposite station 16+80.30 left thirty and 000/100 (30.00') feet as shown on State Highway Plat 2733;

2-15-01

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97 Thence proceeding north $02^{\circ}47'28''$ west along said highway line a distance of five hundred eighty
98 six and $27/100$ ($586.27'$) feet to a point, said point being opposite station $10+90.53$ left thirty and
99 $00/100$ ($30.00'$) feet as shown on said Plat 2733;
100
101 Thence proceeding north $03^{\circ}54'05''$ east along said highway line a distance of one hundred eighty
102 nine and $12/100$ ($189.12'$) feet to a point, said point being opposite station $9+01.40$ left thirty and
103 $00/100$ ($30.00'$) feet as shown on said Plat 2733;
104
105 Thence proceeding north $00^{\circ}17'49''$ east along said highway line a distance of sixty three and
106 $20/100$ ($63.20'$) feet to a point, said point being opposite station $8+33.91$ left twenty six and $35/100$
107 ($26.35'$) feet to a point as shown on said Plat 2733;
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109 Thence proceeding south $89^{\circ}42'11''$ east along said highway line a distance of forty and $00/100$
110 ($40.00'$) feet to a point, said point being opposite station $8+19.50$ left sixty four and $97/100$ ($64.97'$)
111 feet as shown on said Plat 2733;
112
113 Thence proceeding north $00^{\circ}17'49''$ east along said highway line a distance of fifty and $00/100$
114 ($50.00'$) feet to a point, said point being opposite station $7+55.38$ left forty and $67/100$ ($40.67'$) feet
115 as shown on said Plat 2733;
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117 Thence proceeding along an arc in a clock wise direction along said highway line with a radius of
118 twenty five and $00/100$ ($25.00'$) feet and a delta angle of $90^{\circ}00'00''$ a distance of thirty nine and
119 $27/100$ ($39.27'$) to a point at the end of said curve, said point being opposite station $7+09.03$ left
120 thirty nine and $35/100$ ($39.35'$) feet as shown on said Plat 2733;
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122 Thence proceeding south $89^{\circ}42'11''$ east along said highway line a distance of one hundred nine
123 and $22/100$ ($109.22'$) feet to a point, said point being opposite station $5+80.42$ left sixty five and
124 $17/100$ ($65.17'$) feet as shown on said Plat 2733;
125
126 Thence proceeding along an arc in a counter clock wise direction along said highway line with a
127 radius of one hundred and $00/100$ ($100.00'$) feet and a delta angle of $65^{\circ}01'54''$ a distance of one
128 hundred thirteen and $50/100$ ($113.50'$) feet to a point at the end of said curve, said point being
129 opposite station $5+06.58$ left fifty one and $36/100$ ($51.36'$) feet as shown on said Plat 2733;
130
131 Thence proceeding north $25^{\circ}15'55''$ east along said highway line a distance of ninety one and
132 $43/100$ ($91.43'$) feet to a point, said point being opposite station $4+25.13$ left twenty five and $84/100$
133 ($25.84'$) feet as shown on said Plat 2733;
134
135 Thence proceeding north $39^{\circ}25'51''$ east along said highway line a distance of eighty one and
136 $94/100$ ($81.94'$) feet to a point and place of beginning;
137
138 Said parcel contains $568.825\pm$ square feet or $13.06\pm$ acres more or less.
139
140 Said Parcel is subject to easements of record.
141

CITY OF CRANSTON
DEPARTMENT OF RECORDS - CITY CLERK'S OFFICE

APPLICATION FOR CHANGE OF ZONE

Name(s) and address(es) of
owner(s) of property

Crown Holdings II, LLC (Under Contract)

1414 Atwood Avenue

Johnston, Rhode Island 02919

Zoning Plat Number

14

Lot No.(s)* Portion of Lot 1 (see attached metes
and bounds description)

Street Address or
Location on Street

0 New London Avenue

***If only a portion of a lot, attach a full metes and bounds description.**

Present Zoning:

S-1

Zoning Requested:

C-5 with conditions

Property to be used for:

Office (Business, Professional);
retail (sales, large and small); parking

Date: _____

Owner

Owner

Applicant

Applicant



Memorandum

To: Mr. K. MacArthur Coates
 Senior Vice President
 Carpionato Properties
 1414 Atwood Avenue
 Johnston, RI 02919

Date: December 2, 2014

Project #: 72305.05

From: Robert J. Clinton, PE
 Project Manager

Re: Training School Development
 Chapel View
 Cranston, Rhode Island
Traffic Impact and Access Study

VHB has evaluated the potential traffic impacts associated with the proposed redevelopment of the Training School property located adjacent to the existing Chapel View development in Cranston, Rhode Island. The Training School property is a 584,310 square foot (13.14 acres) unencumbered lot that is off of Power Road and between the Chapel View Shopping Center and the Citizens Bank Call Center.

This assessment focused on the following three traffic conditions; Existing, 2019 No-Build, and 2019 Build. The first condition (Existing conditions) looks at existing traffic volumes and the ability of the existing roadways and intersections to accommodate the weekday evening and Saturday midday traffic. The second condition (2019 No-Build) projects the traffic conditions in 2019 which reflects the time frame when the currently approved and permitted Chapel View development is totally completed and fully occupied (full build-out conditions). The third condition (2019 Build) projects the traffic conditions in 2019 with the redevelopment of the Training School property into approximately 235,000 square feet (sf) mixed office/retail development (170,000± sf of retail space and 65,000± sf of office space). The development is assumed to be completed and fully occupied.

This assessment indicates that the proposed redevelopment of the Training School property into a mixture of retail/office space will have impacts on traffic operations. Study area intersections are projected to operate over capacity if no improvements are implemented. Signal timing improvements/optimizations are proposed as well as geometric improvements and modifications to traffic control to mitigate the traffic impacts of the proposed redevelopment of the Training School. The following memorandum summarizes our findings and the recommended mitigation.

EXISTING CONDITIONS

Study Area Roadways

The study area consists of the following roadways:

- New London Avenue (Route 2) from Chapel View Boulevard to Sockanosset Cross Road/ Meshanticut Valley Parkway
- Sockanosset Cross Road from New London Avenue (Route 2) to Pontiac Avenue

Ref: 72305.05
 December 2, 2014
 Page 2



Memorandum

Traffic Volumes

To assess existing traffic conditions in the vicinity of the site, peak hour turning movement counts (TMCs) were conducted at the study area intersections in March 2014. According to RIDOT seasonal adjustment factors, March traffic volumes during the weekday are generally higher than those observed during the average month; however, March traffic volumes on Saturday are typically slightly lower and were therefore adjusted by four percent to account for the difference.

The existing traffic volumes collected reflect the existing building program which contains some vacancies in the Chapel View, the Citizens Bank Call Center and Garden City developments.

FUTURE CONDITIONS

To assess future traffic conditions in the vicinity of the site, existing traffic volumes were projected to the year 2019 to reflect the time frame when the Training School development is fully constructed and occupied.

The 2019 No-Build traffic volumes are based on general background traffic growth likely to be experienced in the area. In addition the general background growth, vacant space at the Citizens Bank Call Center, Chapel View and Garden City is assumed to be fully occupied in the 2019 No-Build conditions. Based on discussions with the City Planning Department these are the only developments that should be included in the traffic study.

The 2019 Build conditions include the traffic projected to be generated by the redevelopment of the former Training School property consisting of 170,000 sf of retail space and 65,000 sf of office space added to the 2019 No-Build traffic volumes. In order to estimate the traffic generated by the proposed redevelopment of the Training School, traffic projections were derived from trip generation rates published by the Institute of Transportation Engineers (ITE) in *Trip Generation*¹.

Three build-out options were considered 1.) all retail, 2.) all office, and 3.) a mix of retail and office (as described previously). The combination of retail and office uses results in a higher projected trip generation than trip generation based on all retail space or all office space during the weekday evening peak hour (the critical time period for traffic operations).

This is due to the fact that trip generation rates for retail uses decline as the total square footage of the development increases. This can be attributed to higher internal captured trips as the size and variety of retail uses increase resulting in less new trips being generated per square foot of additional development. Once the retail portion of the development reaches a certain threshold it is more conservative to assume the remaining development is office use, which will continue to grow linearly at any development size.

Not all of the traffic generated by the full build-out of Chapel View and Garden City Center full occupancy conditions and redevelopment of the Training School will be new traffic on the study area roadways. It is assumed that some of

¹ Trip Generation, 9th Edition, Institute of Transportation Engineers, Washington, D.C. (2012)

305F
 new
 space

Ref: 72305.05
 December 2, 2014
 Page 3



Memorandum

the trips will be internally "captured" and will not enter/exit the site during the peak periods. Based on previous studies performed on the site it was determined that the site is projected to have an internal capture rate of seven percent.

In addition to the internally "captured" trips, a portion of the vehicle-trips generated by these retail developments will be drawn from the existing traffic passing the site in the form of pass-by traffic or from roadways in the vicinity of the site in the form of diverted-link traffic. ITE data suggest that on average 61 percent² of the traffic generated by a retail establishment could be pass-by or diverted link traffic. In order to present a conservative analysis (projecting higher than expected traffic volumes), it has been assumed in this analysis that only 40 percent of the traffic generated by retail sites would be pass-by trips.

The directional distribution of traffic approaching and departing the site is a function of population densities, existing travel patterns, competing retail opportunities, and the efficiency of the existing roadway system to carry the new traffic. For the purposes of this study, the distribution of traffic was estimated based on the existing traffic patterns within the project limits, as well as the traffic patterns entering and exiting the existing site.

25%
 1st
 US

Planned Roadway Improvements

The intersection of Sockanosset Cross Road and Pontiac Avenue is currently under design for improvements to alleviate existing deficiency. The improvements include revising the Pontiac Avenue northbound approach to consist of dual-left lanes and a shared through/right-turn lane as well as adding a southbound left-turn lane into the CVS driveway. It is projected that the proposed improvements will be in place under the 2019 No-Build conditions. There are no other planned roadway improvement projects known at the time of this submission.

It should be noted that just outside of the study area RIDOT is reviewing operations and concept plans for the I-95 South to Route 37 West off ramp to improve the operation of this interchange.

TRAFFIC OPERATIONS ANALYSIS

VHB has assessed the quality of the traffic flow at the study intersections given the existing and projected travel demands. As a basis for this assessment, capacity analyses were conducted for the signalized and unsignalized study area intersections under Existing, No-Build, and future Build conditions. The analyses provide an indication of how well the roadway currently serves traffic demands and quantifies the impacts associated with projected new traffic generated by the proposed redevelopment of the Training School.

The intersections along New London Avenue at Chapel View Boulevard and Sockanosset Cross Road/ Meshanticut Valley Parkway currently operates with long northbound and southbound queues in the left turn lanes between the intersections. Under future No-Build and Build conditions the intersections are projected to approach capacity with longer delays and queues.

² Trip Generation Handbook, 2nd Edition, Institute of Transportation Engineers, Washington D.C. (2004)

Ref: 72305.05
 December 2, 2014
 Page 4



Memorandum

The Sockanosset Cross Road intersections with Midway Road and Power Road currently operate efficiently and are projected to continue to operate efficiently with minimal delays/queues with the optimization of the traffic signal timings.

The intersection of Sockanosset Cross Road and Pontiac Avenue currently operates with long queues on the northbound approach which occasionally extend to the Route 37 westbound ramps during peak hour periods. There are also long queues on the eastbound approach during peak periods. As previously stated the intersection is currently under design for improvements to alleviate existing deficiencies. With the proposed improvements the queues are projected to be reduced.

MITIGATION

Various transportation improvement measures are proposed in an effort to improve traffic operations along the study area roadways under future build conditions. These measures included the following:

- Roadway widening on the New London Avenue northbound approach to the Sockanosset Cross Road/Meshanticut Valley Parkway intersection to add a second northbound left-turn storage lane.
- Signal timing improvements/optimization at all study area signalized intersections
 - › Implement signal timing coordination between the intersection of New London Avenue at the Chapel View driveway, New London Avenue at Sockanosset Cross Road/Meshanticut Valley Parkway, Sockanosset Cross Road at Midway Road, and Sockanosset Cross Road at Chapel View South, and Chapel View South Drive at Chapel View Boulevard.
 - › Implement signal timing coordination between the intersections of Pontiac Avenue at Sockanosset Cross Road and Pontiac Avenue at the Route 37 West Ramps.
- Monitor traffic conditions at the Chapel View Boulevard/Chapel View South Drive intersection to determine if/when a signal is warranted
 - › A signal warrant analysis and an engineering study must be completed in the future in order to install a traffic signal at this location.

In addition to these improvements the intersection of Sockanosset Cross Road and Pontiac Avenue is currently under design for improvements to alleviate existing deficiency. The improvements include revising the Pontiac Avenue northbound approach to consist of dual-left lanes and a shared through/right-turn lane as well as adding a southbound left-turn lane into the CVS driveway. It is projected that the proposed improvements will be in place under the 2019 No-Build conditions. Implementation of signal timing coordination between the intersections of Pontiac Avenue at Sockanosset Cross Road and Pontiac Avenue at the Route 37 West Ramps is also recommended.

CONCLUSIONS

The preceding assessment conducted by VHB indicates that redeveloping the Training School as a shopping center consisting of 170,000 sf of retail space and 65,000 sf of office space (2019 Build conditions) will have impacts on traffic

Ref: 72305.05
December 2, 2014
Page 5



Memorandum

operations at study area intersections if no improvements are implemented. The optimization of all of the signal timings will improve operations at some of the study area intersections; however, additional mitigation will be required. Geometric improvements are proposed to accommodate the projected increase in traffic generated by the redevelopment of the Training School property.

With the proposed improvements discussed above it is projected that the study area signalized intersections will operate at acceptable levels of service during the weekday evening and Saturday peak periods. The unsignalized intersections will continue to operate with delays and queues during these peak periods; however, the adjacent traffic signals will provide gaps in traffic allowing vehicles to travel through the unsignalized intersections.

THE FOUNTAINS AT CHAPEL VIEW
PLANNED UNIT DEVELOPMENT
In Accordance With the Cranston Zoning Ordinance
and City of Cranston – Subdivision Regulations

January 22, 2015

NARRATIVE OVERVIEW

To Accompany Application for Zone Change
to a Modified C-5 Heavy Business Industry
for a Portion of Lot 1 on Zoning Plat 14, Assessors Plat 14, Lot 15
at Power Road, Cranston, Rhode Island

Applicant:
Crown Holdings II, LLC
1414 Atwood Avenue
Johnston, Rhode Island 02919

THE FOUNTAINS AT CHAPEL VIEW – Narrative Overview – January, 2015

SECTION 1 – INTRODUCTION

The Fountains at Chapel View (the “**Project**”) is intended as a Major Land Development consisting of commercial retail, office and multi-family residential.

The Project is situated on Power Road in the southern part of the City of Cranston. The site is bordered to the north by the City of Cranston Library and the Cranston Fire Station, to the west by Power Road, to the east by Assessor’s Plat 14 Lot 2, and to the south by Rhode Island Route 37.

The site is part of what is commonly known as the former Training School which served as the campus for the juvenile correctional facility. Four former Training School buildings located on surrounding abutting property have already been renovated and re-occupied by the Applicant as a Mixed-Use Planned Development (MPD) development known as Chapel View. The current Chapel View Development includes commercial retail, office and other services, residential and restaurant. The Fountains at Chapel View will be located immediately behind the Chapel View development on Power Road.

The Project site contains approximately 13.06 acres which is currently owned by the State of Rhode Island. It is zoned S-1, Open Space. The Applicant has entered into a Purchase and Sale Agreement with the State of Rhode Island to purchase the property. The Applicant now seeks a change of zoning to C-5 Heavy Business Industry with modification to allow the development and has prepared this Narrative Overview to be submitted to accompany the application for a Major Land Development and the zoning change in accordance with the requirements set forth in the City of Cranston Zoning Ordinance and the City of Cranston – Subdivision Regulations.

Section III J(2)d of the City of Cranston – Subdivision Regulations provides that a narrative text be provided for major plats: Including an explanation of site suitability for proposed development.

SECTION 2 –PROJECT OVERVIEW/ SITE SUITABILITY

The Project is designed to take advantage of, and further enhance the abutting Chapel View development. As with Chapel View, the Project seeks to facilitate a more economic arrangement of buildings, traffic and pedestrian circulation, utilities and landscaping within a unified parcel. The site will be developed as a combination of planned uses including mixed-use office, commercial, retail, and multi-family residential development.

The location, surrounded by a major shopping center, offices, apartment complexes and municipal and State facilities, is well suited for the proposed mixed use Major Land Development. The commercial, office, retail, and residential components envisioned for the Project are consistent with the retail nature of the surrounding land uses. In this context, the Project is in character with the surrounding land uses.

The site was already improved with public sewer and water service therefore this Project should not present an additional burden to these systems.

THE FOUNTAINS AT CHAPEL VIEW – Narrative Overview – January, 2015

With respect to the Project's impact on police and fire services, the Project should not have a substantial impact as there is already an existing fire station abutting the site. There is also no substantial burden on the police services anticipated given the historical record of comparable neighboring developments.

The Project represents a substantial benefit to the community and create employment opportunities. It will generate new tax revenue for the City of Cranston, integrate and enhance surrounding land uses, and provide circulation and transportation improvements that will not only mitigate the additional traffic generated but also address existing traffic problems along Power Road, Sockanosset Cross Road and Route 2.

Demolition and environmental clean-up of old prison-like buildings alone represents a significant public benefit. Such buildings had been vacant for several years and without this development would, in all likelihood would have remained vacant for some time. New buildings proposed for the development will enhance the site itself and the abutting Chapel View property.

THE FOUNTAINS AT CHAPEL VIEW – Narrative Overview – January, 2015

SECTION 3 – NARRATIVE OVERVIEW

A. LAND USE ALLOCATION

LAND USE CHART

The Applicant seeks a zone change to C-5 Heavy Business Industry with modifications. The following uses shall be allowed at the Fountains at Chapel View [Any use not listed below shall be deemed not allowed.]

RESIDENTIAL	C-5
Multi-family Dwelling	Y
Residence Above First Story Business Use	Y
INSTITUTIONAL	
Assisted Living Facility	Y
Higher Education Institution	Y
Hospital	Y
Municipal Services Other Than Those Listed Elsewhere	Y
Nursing Home	Y
Religious Worship [Place of]	S
State Agency	Y
BUSINESS	
Adult Day Care	Y
Animal Grooming Services	Y
Antiques, Second Hand Shop, Consignment Shop	Y
Artisan's Workshop [Studio]	Y
Bakery, Retail	Y
Bank, Financial Institution	Y
Banquet Facility	Y
Barber Shop, Beauty Salon	Y
Book, Stationary, Gift Shop	Y
Brew Pub	Y
Business, Professional Office	Y
Business/Trade School	Y
Commercial Day Care	Y
Communication Service & Broadcast Studio	Y
Convenience Store	Y
Day Spa	Y
Drug Store	Y
Florist Shop	Y
Fuel Station Full Service *Accessory only	S
Garden Center *Accessory only	Y
Hardware Store	Y
Health, Fitness Club	Y
Home Improvement Center	Y

THE FOUNTAINS AT CHAPEL VIEW – Narrative Overview – January, 2015

Home Improvement Center	Y
Loft Space (Live/Work]	Y
Medical or Dental Clinic	Y
Medication/Diagnostic Laboratory	Y
Motel, Hotel	Y
Motor Vehicle Repair & Service Establishment* Accessory only	Y
Music & Dance Studio	Y
Night Club	Y
Outdoor Retail *Accessory Only	Y
Personal Service Establishment	Y
Print Shop	Y
Restaurant without drive-in facility	Y
Retail Laundromat & Dry-cleaning Establishment	Y
Retail Sale Large Scale	Y
Retail Sale Small Scale	Y
Supermarket	Y
Tavern/Pub/Neighborhood Bar	Y
Theater, Movie Cinema	Y
Urgent Care Facility	Y
Veterinarian Hospital or Clinic	Y
Wholesale Sales	Y
INDUSTRIAL	
Arts & Crafts Manufacturing	Y
Brewery or Distillery	Y
Data Processing Facility	Y
Research/Development Facility	Y
Telecommunications Antenna	Y

B. STATEMENT OF NECESSARY SERVICES

The site is currently served by public sewer and water. All other utilities also serve this site.

C. TRAFFIC

As part of any application for Major Land Development, the applicant shall comply with the City Plan Commission policy for traffic (see attached)

THE FOUNTAINS AT CHAPEL VIEW – Narrative Overview – January, 2015

D. TIMING AND PROJECT COMPLETION

Prior to the submission of any application for Preliminary Plan Approval for a Major Land Development, the applicant shall provide proof of the issuance of all required State and Federal permits as required by RIGL Sec. 45-23-41(a) and the City of Cranston Subdivision and Land Development Regulations Section IIIJ.3d.

No Certificates of Occupancy will be issued unless and until all exterior, structural, landscaping and non-tenant related improvements have been substantially completed or a bond posted in lieu thereof.

No buildings shall receive a temporary or permanent Certificates of Occupancy until the substantial completion (as determined by the City Plan Commission and/or Rhode Island Department of Transportation) of the Traffic Improvements that may be required as a condition of approval on a Major Land Development.

E. PROJECT ASPECTS AND CITY BENEFITS

i. Enhancement of Surrounding Area

Most of the surrounding land area has already been developed by the Applicant or its affiliates. Accordingly, the Project will only increase the value and economic viability of these properties to the Applicant and the City of Cranston.

ii. Demolition and Environmental Work

The Applicant has completed the demolition of the former Training School buildings, underground tunnels and remediated significant environmental concerns, including asbestos. Replacing the “prison like facility” buildings with the Project’s building design will improve the character of the area.

THE FOUNTAINS AT CHAPEL VIEW – Narrative Overview – January, 2015

SECTION 4 –DEVELOPMENT STANDARDS

A. Parking & Loading

Parking and loading requirements for the Project will be consistent with applicable zoning.

B. Section 17.20.120 Schedule of Intensity Regulations City Code of Ordinances.

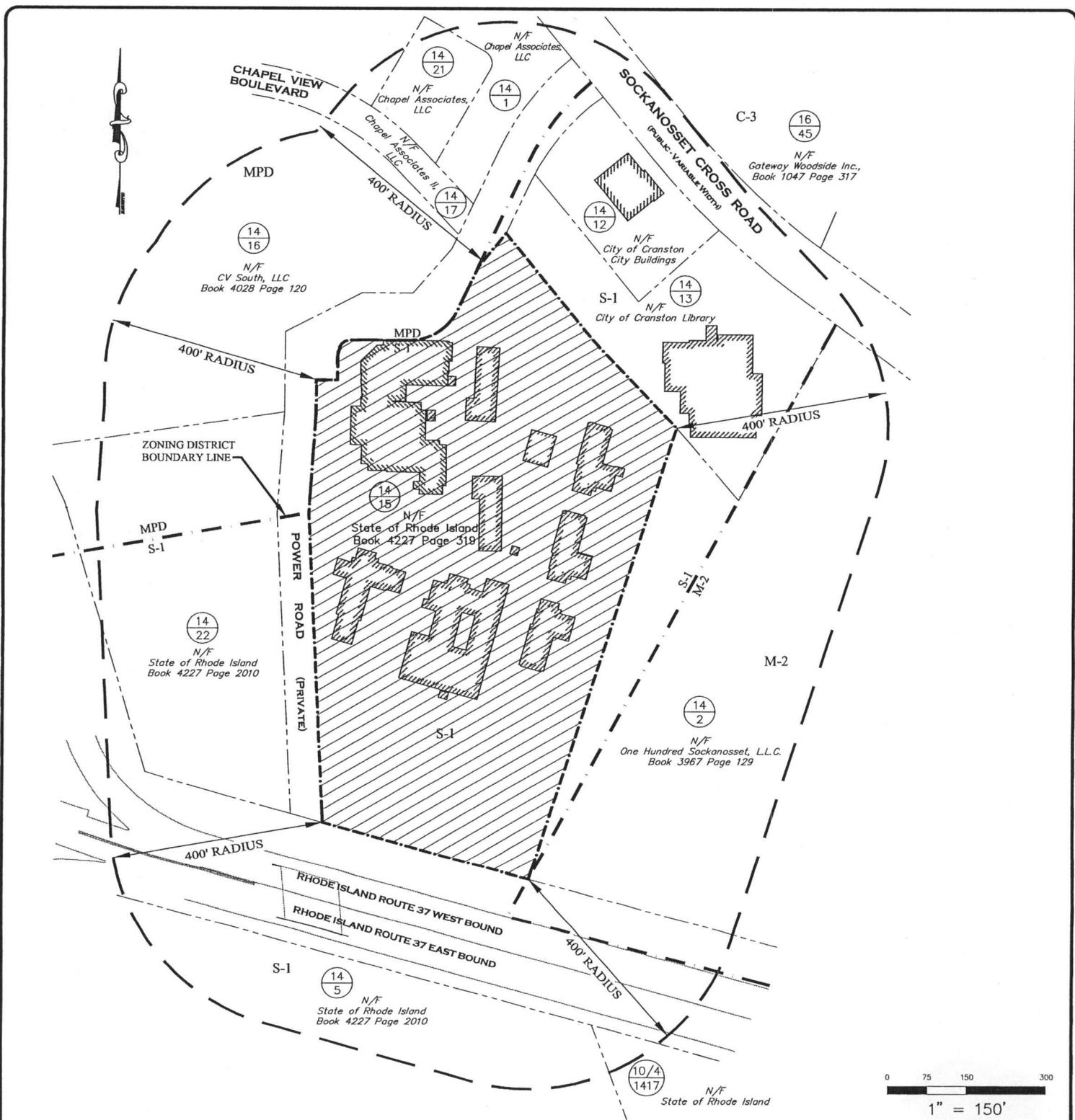
The following schedule of intensity regulations shall apply to the Fountains at Chapel View.

District	Minimum Lot Area (sq. ft.)	Minimum Lot Width and Frontage (ft.)	Minimum Yards (ft.) Front	Minimum Yards (ft.) Rear	Minimum Yards (ft.) Side	Maximum Lot Coverage	Maximum Building Height
C-5	10,0000	80	0	0	0	60%	100.00 ft*

*Subject to Fire Department Approval

C. Signage

The Fountains at Chapel View shall conform to Chapter 17.72 Signs of the City Code of Ordinances with the exception that the site shall be allowed one pylon sign of 450 Square Feet in area per side not to exceed 50 feet in height which shall be located along Rt 37 and provided that signs are allowed on all exterior faces of the building.



ZONING PLAT
 FOR
 A.P. 14 LOT 15
 SHOWING 400' RADIUS
 SITUATED ON
 POWER ROAD
 CRANSTON, RHODE ISLAND
 PREPARED FOR
 CARIANATO PROPERTIES, INC.

GAROFALO
 GAROFALO & ASSOCIATES, INC.
 CIVIL & STRUCTURAL ENGINEERS/SURVEYORS
 LAND PLANNERS/ENVIRONMENTAL SCIENTISTS
 85 CORLISS STREET, P.O. BOX 6145
 PROVIDENCE, RHODE ISLAND 02940
 401-273-8000

JOB NO. 8911	DRAWN BY TEH
DWG. NO. 8911-ZONE.dwg	CHECKED SBG
SCALE: 1"=150'	APPROVED SBG
DATE: JULY 31, 2013	
SHEET	
FIG. 1	

2-15-02

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THE CITY OF CRANSTON

ORDINANCE OF THE CITY COUNCIL
IN AMENDMENT OF TITLE 15, CHAPTER 04 OF THE CODE OF THE CITY OF CRANSTON, ENTITLED "BUILDING CODE" (Tent Permit Over 500 Sq. Ft. Fee)

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 15.04, Section .020 entitled "Amendments, additions and deletions" is hereby amended by deleting thereto the following:

(Tent permit (over five hundred (500) sq. ft.): One hundred fifty dollars (\$150.00) (maximum of sixty (60) days)).

Section 2. Chapter 15.04, Section .020 entitled "Amendments, additions and deletions" is hereby amended by adding thereto the following:

Tent permit (over five hundred (500) sq. ft.): Fifty dollars (\$50.00) (maximum of sixty (60) days).

Section 3. 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 Botts
Referred to: Ordinance Committee March 12, 2015

2-15-03

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CITY OF CRANSTON

ORDINANCE OF THE CITY COUNCIL
RATIFYING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF CRANSTON, AND THE INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS, LOCAL 301.

No.

Passed:

John E. Lanni, Jr., Council President

Approved:

Allan W. Fung, Mayor

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

Section 1. The City of Cranston has through its officials, negotiated a Final Memorandum of Understanding with the IBPO, Local 301 related to the promotion of Todd Patalano to the rank of Major.

Section 2. The Memorandum of Understanding, copy of which is attached hereto, and made a part hereof, is hereby ratified, confirmed and approved by this City Council.

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

Positive Endorsement

Negative Endorsement (attach reasons)

Christopher M. Rawson, Solicitor Date

Christopher M. Rawson, Solicitor Date

Sponsored by: Administration

Referred to March 23, 2015 City Council

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("Agreement") is entered into as of this 10th day of February, 2015 by and between the City of Cranston ("City") and the International Brotherhood of Police Officers, Local 301 ("Union").

WHEREAS, Todd Patalano is a nominee for promotion to the rank of Major, and is willing to accept promotion to the rank of Major contingent upon a right to revert to a suitable bargaining unit position in the unlikely event that the position or rank of Major were to be eliminated or defunded, or, if he were to be laid off for any economic, operational, or other non-disciplinary reasons; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, the adequacy of which is hereby specifically acknowledged, and intending to be bound hereby, the City and Union agree as follows.

(1) Patalano is to be promoted to the rank of Major subject to the requisite advice and consent of the City Council, and the ensuing vacancy created by the promotion of Patalano shall be immediately filled by the promotion of those CPD officers on existing promotional lists established under the CBA.

(2) The City and Union hereby establish the bargaining unit position of Captain 1st Class, which position shall be accreted by agreement of the City and Union into the bargaining unit certified by the Rhode island State Labor Relations Board in Case No. EE-3652. It is expressly understood and agreed that the position of Captain 1st Class shall: (a) remain vacant as a contingency position, only to be filled in the unlikely event that the position or rank of Major held by Patalano is eliminated or defunded, or if Patalano was to be laid off for any economic, operational, or other non-disciplinary reasons; (b) not impede or trump any seniority assignment rights of then -existing incumbents in the position of Captain; and (c) be eliminated upon the death, resignation, retirement, or termination of Patalano. Nothing in this Agreement shall

(17)

prevent Patalano from being terminated for just cause or other requirements specified in the City of Cranston Ordinances governing continued employment due to age, health, etc.

(3) The provisions set forth in Paragraph (2) of this Agreement shall be deemed a part of the existing CBA.

(4) The Union and City agree that this Agreement shall not constitute a past practice or precedent with respect to any comparable or analogous claims or grievances, whether now existing, pending arbitration or to be filed at any time in the future.

(5) The Union and Patalano acknowledge and agree that they have not relied upon any representations or statements, written or oral, not set forth in this Agreement.

(6) This Agreement is executed in duplicate originals by the City and Union through their duly authorized officials, and assented to by Patalano, who has been appropriately advised by the Union and his individual legal counsel.

Witness:

[Handwritten Signature]

CITY OF CRANSTON

By: Allan W. Fung 2-11-15 (AWF)
Allan W. Fung, Mayor

Witness:

Michael J. Wingeust

I.B.P.O. Local 301

By: Robert Santagata 2-11-15 (RS)
Robert Santagata, President

Witness:

CONSENTED TO AS
TO FORM AND SUBSTANCE

Michael J. Wingeust

Todd Patalano 2-11-15 (TP)
Todd Patalano

RESOLUTION OF THE CITY COUNCIL
AUTHORIZING THE APPOINTMENT OF A COMMITTEE TO DEVELOP A
REDISTRICTING PLAN FOR THE SIX WARDS OF THE CITY OF CRANSTON

No.

Passed:

John E. Lanni, Jr., Council President

Resolved, That

Whereas, the citizens of Cranston are constitutionally entitled to equal and proportional representation on the Cranston City Council, and

Whereas, redistricting of Wards (changes in Ward boundaries) may be necessary in order to provide equal and proportional representation on the Cranston City Council; and

Whereas, there is currently pending in the Rhode Island General Assembly Senate Bill S0239 Relating to Elections and referred to as "Residence of Those in Government Custody Act" which, if enacted, would mandate that the City of Cranston redistrict its City Wards;

Now Therefore, Be It Resolved, that there is hereby created a Redistricting Committee, consisting of three (3) regular members of the Board of Canvassers. It shall be the purpose and responsibility of the committee to explore the feasibility of redistricting the six wards of the City. The plan shall comply with all requirements of the United States Constitution and of the Rhode Island Constitution and of the Cranston City Charter, and shall recognize pertinent or applicable federal and State legislation. Districts shall be as nearly equal in population as possible, and in no case shall a Ward district have a population that varies by more than five percent (5%) from the average population of all Ward districts, as determined by the population reported in the federal census of 2010. To the extent practicable, districts shall be composed of contiguous territory and shall be configured in such a way as to avoid the creation of voting districts of fewer than one thousand (1000) potential voters.

Be It Further Resolved, that the approval of a redistricting plan by the Cranston City Council shall concurrently memorialize the Rhode Island General Assembly to validate same.

Sponsored by Councilman Stycos



Department of Transportation
Division of Highway and Bridge Maintenance
360 Lincoln Avenue
Warwick, RI 02888

MEMO:

Date: February 10, 2015

The Rhode Island Department of Transportation has been notified of the anticipated transaction described below. In order to ensure that the proposed action is in the best interest of the people of the State of Rhode Island, we are requesting your comments.

- 1) Please state if your agency has any objection to the proposed transaction, including specific reasons for your objection and kindly state preferred alternatives.
- 2) Does your agency have any use for this property?

Please forward your response to this office before **March 11, 2015** at the address noted above. If you have any questions or concerns please contact Paul Carcieri at (401) 734-4831 or paul.carcieri@dot.gov

Parcel Jurisdiction: Department of Transportation

Parcel Location: Adjacent to 1301 Reservoir Avenue, Cranston

Proposed Transaction: The parcel would be sold to Piceme Investment Corporation for additional parking.

COMMENTS

Submitted by: _____

Title: _____

Date: _____

Thank you for your attention to this matter.

Sincerely,

Paul T. Carcieri, Ph.D.
Chief Real Estate Specialist

DEPARTMENT OF ADMINISTRATION/ *Office of the Director*
ROUTING SHEET
 Date Received:

TO: Michael DiBiase
 Director/Chief Purchasing Officer

DATE: January 19, 2015

FROM: Michael P. Lewis
 Director
 R.I. Dept. of Transportation

RECEIVED
FEB 04 2015
 HIGHWAY &
 BRIDGE MAINTENANCE

Prepared/Initiated By: RIDOT, Property Acquisition Section
Purpose/Reason for Director's Signature: Sale of surplus property.

Require Legal Review	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	
Legal Reviewed/Approved By	Frederick W. Stolle Esquire		
Name & Title	Administrator, Legal Services		
Require Fiscal Review	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	
Fiscal Reviewed By			
Name & Title	Approved Name & Title		

RIDOT requests authorization for a proposed sole source sale of a 7,222 square feet, more or less, parcel of State owned land located adjacent to 1301 Reservoir Avenue, Cranston. The prospective purchaser is owner of adjoining property, Picerne Investments. RIDOT proposes a sole source sale to Picerne, rather than sale through a public solicitation for bids, because the parcel is needed for a public purpose (i.e. fire station). RIDOT has appraised the parcel as having a value of \$86,664.

Chief Purchasing Officer approval is a statutory prerequisite to sale of surplus property. See R. I. Gen. Laws § 37-2-45. Chief Purchasing Officer approval also is a prerequisite to use of sole source contracting. See R. I. Gen. Laws § 37-2-21 (a) and Procurement Regulation 9.5. However, there must be a written determination that there is only one available source for the item. R. I. Gen. Laws § 37-2-54 (a) (9) and Procurement Regulation 9.2.8 allow the Chief Purchasing Officer to waive competitive bidding requirements for interests in real estate provided that it is determined that competition will not enhance the State's ability to sell the property for a higher price. RIDOT must have State Properties Committee approval for the sale.

Fiscal Impacts:

Sale of the property will benefit the State as RIDOT will no longer be responsible for maintenance of an uneconomic remnant property. Sale proceeds can be applied to ongoing RIDOT/FHWA highway programs. In addition, the sale will benefit the public by returning the parcel to the tax rolls of Cranston and relieving RIDOT of maintenance obligations.

Contract Management: N/A **Comments/additional information required:** N/A

Michael DiBiase
 ✓

Approved by Director	Date



Department of Transportation
 Division of Highway and Bridge Maintenance
 360 Lincoln Avenue
 Warwick, RI 02888

MEMO:

To: Michael DiBiase
 Chief Purchasing Officer
 Department of Administration

From: Michael P. Lewis
 Director
 Department of Transportation

Date: January 12, 2015

Subject: Request to Convey Additional Square Footage
 Picerne Investment Corporation, 3,500± s.f. to 7,222± s.f.
 Adjacent to 1301 Reservoir Avenue, Cranston

Pursuant to R.I. General Law 37-2-45 we are hereby requesting approval to sell State owned land deemed excess to State's needs. The applicant is Picerne Investment Corporation. The property is located adjacent to 1301 Reservoir Avenue, Cranston. The parcel is approximately 7,222 square feet. On April 17, 2013 the RIDOT Land Sale Committee approved the conveyance of 3,500± square feet. Your office approved the sale of the 3,500± square feet on October 7, 2013.

Subsequently, Picerne Investments requested to purchase an additional 3,722± square feet surrounding the above parcel. On October 10, 2014 the RIDOT Land Sale Committee approved to convey the additional square footage for a total of 7,222± square feet. The attached map shows the area approved for sale and the additional square footage (blue). The entire parcel will be used for additional parking (red).

APPLICANT: Picerne Investment Corporation

METHOD OF ACQUISITION: Condemnation (September 11, 1950)

PARCEL DESCRIPTION.LOCATION: Adjacent to 1301 Reservoir Avenue, Cranston

METHOD OF SALE: The parcel's sale is being proposed to the State Properties Committee as a conceptual conveyance. The State Properties Committee will make the determination

Page 2
 Mr. DiBiase
 January 12, 2015

of method of sale when the matter comes before them. RIDOT will conform to any decision made at that time.

ESTIMATE OF VALUE: An appraisal was obtained on May 15, 2014 determined that the parcel's value for the 3,500± square feet was \$42,000, the increase of 3,722± square foot increased the value to \$86,664 (\$12.00/sq. ft.).

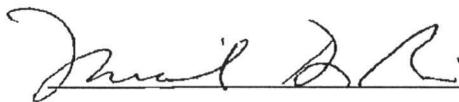
PROPOSED PARCEL USE: Expansion of existing parking area for adjacent business.

Any such conveyance is subject to all easements, zoning, restrictions, and determinations deemed necessary by the State Properties Committee and the town.

It is deemed that the benefits from sale/conveyance of the subject parcel are;

- Earned revenue for the State.
- Placing the parcel back on the municipal tax rolls.
- Relieving the State of liability and maintenance obligations.
- Direct tax benefits to the City/State from sale, property, inventory and other potential tax revenue streams.

Pursuant to R.I. Gen Laws 37-2-45 I hereby concur with the Department of Transportation's recommendation regarding disposal of the above referenced real estate and hereby request authorization from the State Properties Committee to sell or otherwise dispose of the property in accordance with said recommendation. The Department of Transportation shall comply with all due diligence requirements and restrictions on sale imposed upon it by the State Properties Committee.

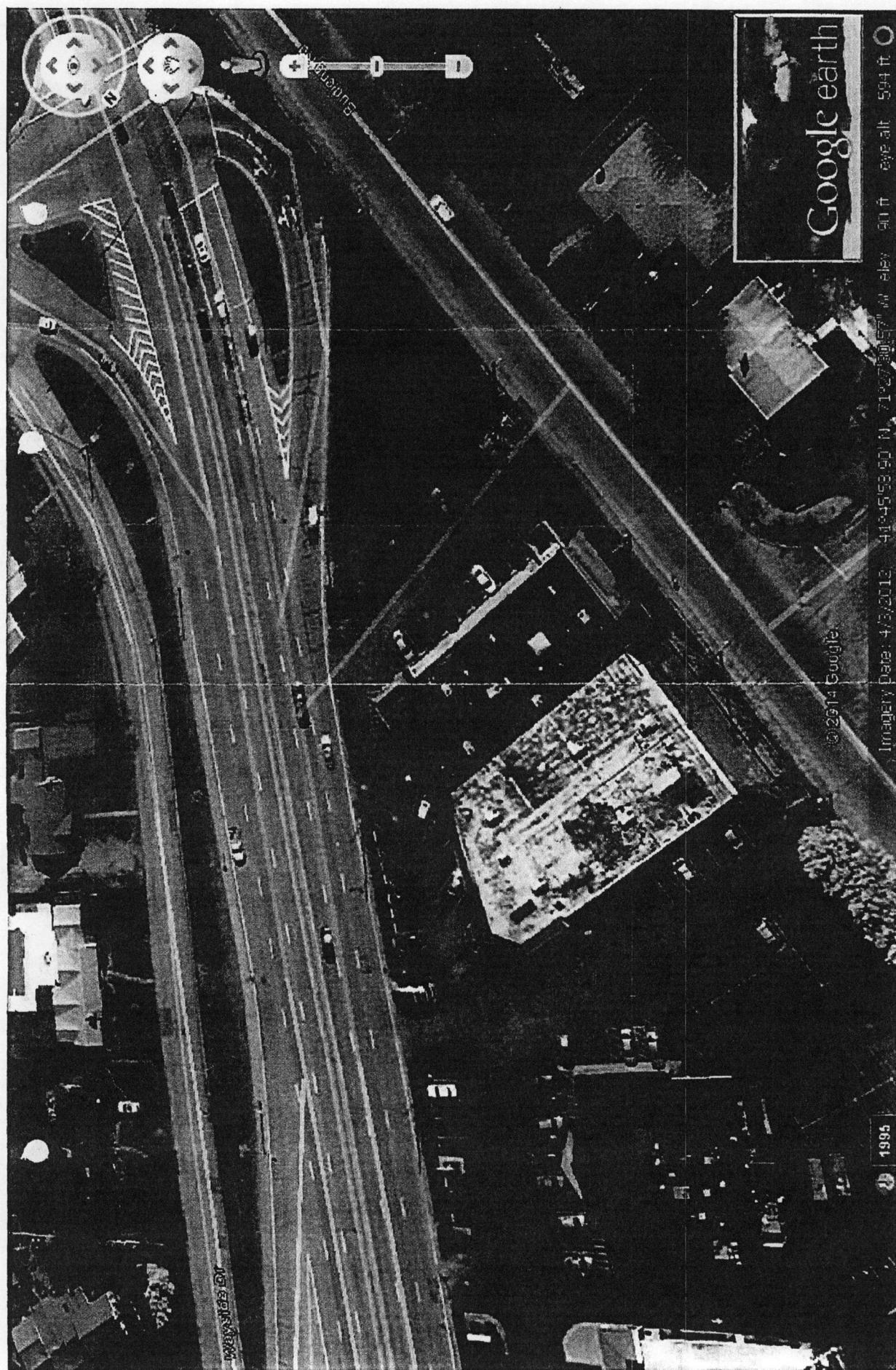


Michael DiBiase, in his capacity as Chief Purchasing Officer, Rhode Island Department of Administration

Attachments

MPL/eva

cc: Baker, P.E., Joseph, Hollands, MAI, Ann, Carcieri, Ph.D., Paul, Bernardo, Eva, File



Google earth

Imagery Date: 4/3/2012 41°45'53.50" N, 71°27'50.57" E elev 50 ft eye alt 594 ft

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