(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

-JUNE 27, 2016-

Regular meeting of the City Council was held on Monday, June 27, 2016 in the Council Chambers, City Hall, Cranston, Rhode Island.

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

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

Also Present: Robert Coupe, Director of Administration/Acting Personnel Director; Jeffrey Barone, Director of Constituent Affairs; J. Patrick O'Neill, Assistant City Solicitor; Michael Igoe, City Controller; Anthony Moretti, City Council Internal Auditor; Patrick Quinlan, City Council Legal Counsel.

On motion by Councilman Botts, seconded by Councilman Farina, it was voted to dispense with the reading of the minutes of the last meeting and they stand approved as recorded. Motion passed on a vote of 9-0. The following being recorded as voting "aye": Councilmen Farina, Stycos, Botts, Council Majority Leader Archetto, Councilmen Aceto, Paplauskas, Council Minority Leader Favicchio, Council Vice-President Santamaria and Council President Lanni -9.

I. PUBLIC ACKNOWLEDGEMENTS AND COMMENDATION

None.

II.PUBLIC HEARINGS

(limited to docketed matters)

2016 EDWARD BYRNE/ JAG LOCAL SOLICITATION FEDERAL GRANT
PRESENTATION BY CAPTAIN VINCENT MCATEER III

Captain McAteer appeared to speak and make a presentation.

-JUNE 27, 2016-

III. RESOLUTIONS

RESOLUTION INSTITUTING PROCEEDINGS FOR THE ABANDONMENT OF A PORTION OF 'D' STREET. PETITION FILED BY SANTA MARIA DI PRATA SOCIETY

On motion by Councilman Aceto, seconded by Council Vice-President Santamaria, it was voted to adopt the above Resolution.
Under Discussion:
Mr. Barone stated that Public Works has no problem with this, although, they recommend that petitioner checks with Providence Water and National Grid.

City Clerk stated that passage of the Resolution starts the advertising notification of the proposed abandonment and that all the utilities are notified by letter.

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

IV. REPORT OF COMMITTEES

PUBLIC WORKS COMMITTEE
(Councilman Mario Aceto, Chair)

SEWER TIE IN REQUEST FROM ANN MARIE DIBIASIO FOR PROPERTY AT 1707 PLAINFIELD PIKE, JOHNSTON

On motion by Councilman Aceto, seconded by Council Vice-President Santamaria, it was voted to approve this request.
Under Discussion:
Councilman Farina stated that questions were asked at the Public Works Committee meeting as to agreements with the Town of Johnson. He asked if there are answers this evening to these questions. Mr. Barone stated that the Public Works Director presented a memo at the Committee meeting with four stipulations or requirements that the property owner needs to meet.

Councilman Aceto questioned if these stipulations or requirements could be achieved in 90 days. City Clerk suggested placing this item on the Docket in three months for status review. Mr. Quinlan agreed to have a three month status review.

On motion by Council Minority Leader Favicchio, seconded by Councilman Aceto, it was voted to amend the previous motion to add the four requirements as stated in the Public Works Director's memo (see attached). Motion passed on a vote of 9-0. The following being recorded as voting "aye": Councilmen Farina, Stycos, Botts, Council Majority Leader Archetto, Councilmen Aceto, Paplauskas, Council Minority Leader Favicchio, Council Vice-President Santamaria and Council President Lanni -9.

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

ORDINANCE COMMITTEE
(Councilman Paul H. Archetto, Chair)

5-16-05 ORDINANCE IN AMENDMENT OF TITLE 2 OF THE CODE OF THE CITY OF CRANSTON, 2005, ENTITLED 'ADMINISTRATION AND PERSONNEL' (Arts Commission)

On motion by Councilman Farina, seconded by Councilman Aceto, it was voted to adopt the above Ordinance.
Under Discussion:

Councilman Paplauskas suggested adding one Alternate member appointed by the Administration on line 28 of the Ordinance. Councilman Stycos recommended doing this as a separate Ordinance.

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

5-16-06 ORDINANCE IN AMENDMENT OF TITLE 10, CHAPTER 32 OF THE CODE OF THE CITY OF CRANSTON, 2005, ENTITLED 'MOTOR VEHICLES AND TRAFFIC' (Tacoma No Parking Certain Hours)

On motion by Council Minority Leader Favicchio, seconded by Councilman Botts, it was voted to adopt the above Ordinance.
Under Discussion:

Council President Lanni indicated that there is no Engineer's Report and he still has 30 days to provide it.

Mr. Coupe stated that there is a flexibility in this case and there is no objection in the City Council moving forward.

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

FINANCE COMMITTEE
(Councilman Steven A. Stycos, Chair)

SANDERS SCHOOL BUILDING – Administrative Report on status. (Councilman Stycos)

Mr. Barone stated that he spoke to the Vice-President of CCAP approximately ten days ago and they did tour the building and he has expressed interest in working with the City to rehab and use the building. He also indicated that he needs to do a little more research and then continue discussions.

RESOLUTION AUTHORIZING MOTOR VEHICLE TAX ABATEMENTS

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

TAX INTEREST WAIVER APPROVALS

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

5-16-01 ORDINANCE AUTHORIZING THE CITY TO UTILIZE WESTERN LIBRARY IMPACT FEES FOR CAPITAL PROJECTS AT CENTRAL AND KNIGHTSVILLE BRANCHES

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

5-16-02 ORDINANCE AUTHORIZING THE CITY TO UTILIZE CITY EASTERN AND WESTERN POLICE IMPACT FEES FOR POLICE STATION LEASE PAYMENTS

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

Under Discussion:

Councilman Aceto asked how much is in that Impact Fee currently and how much are we using towards the lease. Mr. Igoe stated that approximately $90,000 was taken to supplement the rent. At the time of the Budget, basically 100% was taken. As to how much is in there, going forward, whatever is collected will be going into that Impact Fee.

Council President Lanni stated that historically, Impact Fees have been used since the Police Station was built to help offset the rent. This is not a new idea.

Roll call was taken on motion to adopt the above Ordinance and motion passed on a vote of 7-2. The following being recorded as voting "aye": Councilmen Farina, Stycos, Council Majority Leader Archetto, Councilmen Aceto, Paplauskas, Council Minority Leader Favicchio and Council President Lanni -7. The following being recorded as voting "nay": Councilman Botts and Council Vice-President Santamaria -2.

5-16-03 ORDINANCE AUTHORIZING THE CITY TO UTILIZE WESTERN ROAD IMPACT FEES FOR THE RE-PAVEMENT OF LIPPITT AVENUE

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

RESOLUTION LOAN ORDER OF THE CITY OF CRANSTON APPROVING THE FINANCING OF THE ACQUISITION AND INSTALLATION OF A HEATING, VENTILATION AND AIR CONDITIONING SYSTEM AT EDGEWOOD HIGHLAND SCHOOL AND ALL ATTENDANT EXPENSES, INCLUDING BUT NOT LIMITED TO ENGINEERING COSTS AND APPROVING THE ISSUANCE OF BONDS AND NOTES THEREFOR IN AN AMOUNT NOT TO EXCEED $2,240,000

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

CLAIMS COMMITTEE
(Councilman Michael W. Favicchio, Chair)

REPORT OF SETTLED CLAIMS *(Informational purposes):* Melanie A. Mello $274.21 vehicle damage.

No action needed.

V. PUBLIC HEARINGS

Douglas Doe, 178 Lippitt Ave., appeared to speak and stated that there will be a public informational meeting on Wednesday at 6:00 P.M. at Faith Presbyterian Church in regards to a Sub-Division Plan that was brought forward and approved by the City Council last year for a solar power project and this is what the City Council allowed to happen in Western Cranston.

Caroline Medeiros, Executive Director of Alliance for Safe Communities, appeared to speak and stated that she has appeared before the Council in the past regarding a Resolution the City Council passed regarding a bill on sex offenders at Harrington Hall. The social works there are not registering sex offenders because of the Social Workers Code of Ethics so they are going unregistered as a result. Harrington House is being taken over by Crossroads and some sex offenders are being removed. She stated that tomorrow morning the Alliance will be issuing a press conference with their concerns of what not if, but when something is going to happen. She will be re-submitting a Bill in the fall, which she has been working on as the previous bill was held up by the House leadership. They were either unwilling or unable to pass it. She asked that the City Council pass another Resolution supporting the new bill. These sex offenders are a risk to the communities.

VI. ELECTION OF CITY OFFICIALS

ARTS COMMISSION:

- ***LEN CABRAL***
- ***LYNN COLLINSON***
- ***REBECCA FLORES***
- ***SAL MANCINI***

ARTS COMMISSION (Continued)

- ***Alternate – MICHELLE AGUIAR***
- ***Alternate – MIRIAM R. PERRY***
- ***Alternate – LYNNE PRODGER***

On motion by Councilman Stycos, seconded by Councilman Paplauskas, it was voted to appoint ***Len Cabral, Lynn Collinson, Rebecca Flores, Sal Mancini*** as Members and ***Michelle Aguiar, Miriam Perry and Lynne Prodger*** as Alternate Members of the Arts Commission as a member of the Arts Commission. Motion passed on a vote of 9-0. The following being recorded as voting "aye": Councilmen Farina, Stycos, Botts, Council Majority Leader Archetto, Councilmen Aceto, Paplauskas, Council Minority Leader Favicchio, Council Vice-President Santamaria and Council President Lanni -9.

VII. REPORT OF CITY OFFICERS

CANVASSING AUTHORITY – DEPARTMENT HIRES PURSUANT TO RIGL 17-8-5(a)(4)

- ***FRANCISCO BODDEN AND COLLEEN CROWLEY***

On motion by Council Vice-President Santamaria, seconded by Councilman Aceto, it was voted to approve the hiring of ***Francisco Bodden.***

Under Discussion:

Councilman Aceto asked if these are part-timers. Council President Lanni stated, yes.

Councilman Farina asked what their start and end dates would be. **Steven Sepe**, Canvasser, appeared to speak and stated that they will start the first week in September. Councilman Farina questioned the funding for these two positions. Mr. Sepe stated that they will be paid out of the Canvassing Budget.

Roll call was taken on motion to approve the hiring of Francisco Bodden and motion passed on a vote of 8-1. The following being recorded as voting "aye": Councilmen Farina, Stycos, Council Majority Leader Archetto, Councilmen Aceto, Paplauskas, Council Minority Leader Favicchio, Council Vice-President Santamaria and Council President Lanni -8. The following being recorded as voting "nay": Councilman Botts -1.

On motion by Council Vice-President Santamaria, seconded by Council Majority Leader Archetto, it was voted to approve the hiring of ***Colleen Crowley***. Motion passed on a vote of 8-1. The following being recorded as voting "aye": Councilmen Farina, Stycos, Council Majority Leader Archetto, Councilmen Aceto, Paplauskas, Council Minority Leader Favicchio, Council Vice-President Santamaria and Council President Lanni -8. The following being recorded as voting "nay": Councilman Botts -1.

UPDATE ON THE FINANCIAL COST OF THE ISSUES IDENTIFIED IN THE RI STATE POLICE ASSESSMENT OF THE CRANSTON POLICE DEPARTMENT - Anthony Moretti, Council's Auditor

Mr. Moretti stated that he met with Mr. Coupe and shared with him the latest legal fees. Mr. Moretti presented copies of a summary.

Council Minority Leader Favicchio stated that he has stated before that it may be more appropriate to place this item under "City Council Communications" on the Docket rather than under "Report of City Officers", since Mr. Moretti is not a City Officer. Council President Lanni stated that Mr. Moretti was appointed by the City Council and he considers him a City Officer and it is his prerogative of where this item is placed on the Docket. Council Minority Leader Favicchio asked that his objection be noted.

VIII. EXECUTIVE COMMUNICATIONS

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

No discussion.

CRANSTON FIRE DEPARTMENT REQUEST FOR CONTINUATION IN SERVICE: CHIEF WILLIAM MCKENNA

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

CLAIMS SETTLED BY SOLICITOR: **PETER BERTULLI & ROB LEVINE & ASSOCIATES $6,000.00 PERSONAL INJURY; STEPHEN & FRANCINE BERANBAUM AND ATTORNEYS MASON ASSOCIATES PC $16,500.00 PROPERTY DAMAGE; AMICA MUTUAL INSURANCE FOR STEPHEN & FRANCINE BERANBAUM $10,500.00 PROPERTY DAMAGE; JOANN NADEAU AND THE LAW OFFICE OF RONALD J. RESMINI, LTD. $5,000.00 PERSONAL INJURY.**

No action needed.

Councilman Aceto asked when we will be doing the fourth quarter transfers, since this is June. City Clerk stated that there is an Ordinance being introduced this evening to be heard July 14th. Mr. Igoe stated that these transfers will be introduced for next month's consideration by the City Council. Council President Lanni questioned why the delay. Mr. Igoe stated that it is more of a timing. We need to determine what bills are still outstanding as of June 30th and what department have surplus and what departments have gone over-budget. Councilman Aceto stated that he understands this, but we are in violation of the Charter. He asked Mr. Quinlan who enforces the Charter because part of the Oath the City Council took was to uphold the City Charter. He does not want to violate the Oath he took. Mr. Quinlan stated to Councilman Aceto that he is correct. Section 6.16 of the Charter requires that Intra-Department Transfers shall be made during the Fourth Quarter, however, there is no language of enforcement.

Councilman Farina stated that the Charter specifically states that this be done in the last three months, unfortunately, because of timing of these meetings, it did not occur, but it is still in the last three months. Mr. Quinlan stated that the Charter states that transfers are to be done in the last three months of the Fourth Quarter.

Council Minority Leader Favicchio stated that the impossibility of performance needs to be changed in the Charter.

City Clerk stated that historically, Fourth Quarter Transfers have never been passed before the last Quarter. Historically, Fourth Quarter Transfers have been done in the late summer and sometimes in the fall.

Councilman Stycos asked Mr. Quinlan to research this and report back at the Finance Committee meeting.

IX. COUNCIL PRESIDENT COMMUNICATIONS

Council President Lanni stated that overall, the taxpayers of this City have gotten good government from this City Council. He congratulated everyone for their services and hope they all continue. He wished everyone a happy and safe Fourth of July.

X. COUNCIL MEMBER COMMUNICATIONS

COUNCILMAN STYCOS:

- ***Status of Knight Farm Trail Application to DEM*** (Cont. 2/22/2016 & 5/23/2016)

Councilman Stycos asked that this item be removed from the Docket.

- ***Historic Marker and Trail Grant from RI Foundation and the Trail One.*** Status report from Administration (Cont. 5/23/2016)

Mr. Barone stated that we received the Grant and had a few meetings with the Historical Society and Director of Library. We are trying to get historical information and trying to get a walking tour.

COUNCILMAN BOTTS:

- ***25 Belmont – Overgrown Grass*** (status update from Administration) (cont. 5/23/2016)

Councilman Botts asked that this item be removed from the Docket.

COUNCIL MAJORITY LEADER ARCHETTO:

- ***Arlington Manor – Dumping Issue*** (status update from Administration) (cont. 5/23/2016)

Mr. Barone stated that the City portion of the property has been cleaned. As to the Cranston Housing portion, they are debating as to whether or not they own the land. We have agreed to help repair their fence once the property is cleaned.

- ***Gladstone Street – Dumping Issue***

Mr. Barone stated that he has emailed the Clean City Coordinator and he is addressing this issue.

- ***38 Barrett St. – Overgrown Grass*** (status update from Administration) (Cont. 5/23/0216)

Council Majority Leader Archetto asked that this item be removed from the Docket.

- ***362 Princess Ave. – Overgrown Grass*** (status update from Administration) (Cont. 5/23/2016)

Council Majority Leader Archetto asked that this item be removed from the Docket.

- ***City Inspections***

Council Majority Leader Archetto stated that he had asked that a member of the Inspections Department attend the Ordinance Committee meeting and that did not happen. A constituent of his neighbor built a deck with a structure on the deck. The owner did not take out any permits. The Inspector went out to the property and no fine was issued and no warning was issued. Council Majority Leader Archetto stated that his concern is no inspection was done of the deck and no fine or warning was issued. He also indicated that the property owner had a Fung sign on his property and this is an issue.

- ***Ward 3 List of Streets Scheduled for Paving Summer and Fall of 2016***

Mr. Barone indicated to Council Majority Leader Archetto that he is aware that streets in his Ward are paved with Community Development money and that money has not been issued yet.

Council Majority Leader Archetto stated that going door to door, he keeps getting asked when their street is going to be paved. Mr. Barone stated that he has a list of streets paved in 2015 and streets to be paved in 2016 and he provided copies.

COUNCILMAN ACETO:

- ***Report from Public Works: List of Streets Scheduled to be Paved, and Their Rating; List of all Streets Paved Within Last 12 Months, Their Rating and Date of Paving***

Item discussed above.

COUNCIL MINORITY LEADER FAVICCHIO:

- ***Request for Increased Police Patrols Between the State Medical Facilities and Ward 6 Neighborhood***

Council Minority Leader Favicchio stated that he has asked for increase in Police patrol because of complaints of people sleeping in the woods across the State buildings on New London Ave. Also, as to the homeless people using computers at the Central Library and they found a way to get around the security of Internet.

Mr. Barone stated that he spoke to Colonel Winquist and the Colonel will increase Police presence there and there is State Police full-time patrol there.

COUNCIL VICE-PRESIDENT SANTAMARIA:

- ***Budlong and Woodridge Update***

Mr. Barone stated that this will be paved curb to curb.

XI. OLD BUSINESS

None.

XII. INTRODUCTION OF NEW BUSINESS*

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

6-16-01 **ORDINANCE IN AMENDMENT OF CH. 10.32 OF TITLE 10 OF THE CODE OF THE CITY OF CRANSTON, 2005, ENTITLED 'MOTOR VEHICLES AND TRAFFIC' (Cranston St., Turner Ave., Vinton St. 3 way stop).** Sponsored by Councilman Aceto.

6-16-02 **ORDINANCE IN AMENDMENT OF CHAPTER 10.32 OF TITLE 10 OF THE CODE OF THE CITY OF CRANSTON, 2005, ENTITLED 'MOTOR VEHICLES AND TRAFFIC' (Fordson Avenue and Greenway 2 way stop).** Sponsored by Councilman Botts.

6-16-03 **ORDINANCE IN AMENDMENT OF CHAPTER 10.32 OF TITLE 10 OF THE CODE OF THE CITY OF CRANSTON, 2005, ENTITLED 'MOTOR VEHICLES AND TRAFFIC' (Abbott St. and Highland St. - 3 way stop).** Sponsored by Councilman Paplauskas.

6-16-04 **ORDINANCE IN AMENDMENT OF CHAPTER 10.32 OF TITLE 10 OF THE CODE OF THE CITY OF CRANSTON, 2005, ENTITLED 'MOTOR VEHICLES AND TRAFFIC' (Case Ave.).** Sponsored by Council President Lanni.

6-16-05 **ORDINANCE IN AMENDMENT OF TITLE 6.08 OF THE CODE OF THE CITY OF CRANSTON, 2005, ENTITLED 'ANIMALS GENERALLY' (Leashed Dogs on Walking Trails).** Sponsored by Councilman Stycos.

6-16-06 **ORDINANCE TRANSFERRING APPROPRIATIONS AND AMENDING THE BUDGET FOR THE FISCAL YEAR COMMENCING JULY 1, 2015 AND ENDIGN JUNE 30, 2016 (4th Quarter Transfers/Supplemental Appropriations).** Sponsored by Mayor.

-JUNE 27, 2016-

6-16-07 **ORDINANCE RATIFYING THE TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN & HELPERS OF AMERICA LOCAL UNION 251, MUNICIPAL EMPLOYEES (FY 2015-2018).** Sponsored by Mayor.

6-16-08 **ORDINANCE IN AMENDMENT OF TITLE 2 OF THE CODE OF THE CITY OF CRANSTON, 2005, ENTITLED 'HEALTH & SAFETY' (Dumping Mattress Fines).** Sponsored by Council Vice-President Santamaria.

6-16-09 **ORDINANCE IN AMENDMENT OF CHAPTER 17 OF THE CODE OF THE CITY OF CRANSTON, 2005, ENTITLED 'ZONING' (Change of Zone – 100 Sockanosset Crossroad).**

6-16-10 **ORDINANCE IN AMENDMENT OF CHAPTER 17 OF THE CODE OF THE CITY OF CRANSTON, 2005, ENTITLED 'ZONING' (950 Phenix Ave.).**

RESOLUTION AUTHORIZING THE CITY OF CRANSTON TO CONSENT TO MUTUAL AID AGREEMENTS WITH THE TOWN OF COVENTRY, TOWN OF JOHNSTON, CITY OF PROVIDENCE, TOWN OF SCITUATE, CITY OF WARWICK AND TOWN OF WEST WARWICK.

CLAIMS:

- **PERSONAL INJURY:**
  - **claim of Charles Baer from alleged incident on March 10, 2016**
  - **claim of Elias Osoria, Jr. from alleged incident on April 14, 2016**
  - **claim of Kimberlyn Torres from alleged incident on May 12, 2016**

- **PROPERTY DAMAGE:**
  - **claim of Briana Geremia from alleged incident on March 27, 2016**
  - **claim of Debra Settle from alleged incident on May 4, 2016**
  - **claim of Donald Sweet from alleged incident on February 5, 2016**
  - **claim of Barry Sullivan from alleged incident on May 8, 2016**
  - **claim of Dean Estates Apartments from alleged incident on September 2, 2013**
  - **claim of Kimberlyn Torres from alleged incident on May 12, 2016**
  - **claim of Isabel Manso from alleged incident on May 29, 2016**
  - **claim of Mark Pare from alleged incident on May 21, 2016**

- **MISCELLANEOUS:**
  - **Claim of Alfred Bucci from alleged incident on February 1, 2016**

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

-JUNE 27, 2016-

XIII. MISCELLANEOUS BUSINESS ON CLERK'S DESK

FIREFIGHTERS CONTRACT (FY 7/1/2016 – 6/30/2019). Awaiting executed copy

This item was continued.

The meeting adjourned at 8:45 P.M.

Maria Medeiros Wall
City Clerk

Rosalba Zanni
Assistant City Clerk/Clerk of Committee

(See Stenographic Notes of Ron Ronzio, Stenotypist)

THE CITY OF CRANSTON

RESOLUTION OF THE CITY COUNCIL

INSTITUTING PROCEEDINGS FOR THE ABANDONMENT OF A PORTION OF "D" Street

No. 2016-33

Passed:
June 27, 2016

John E. Lanni, Jr., Council President

Resolved that

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

That certain portion of public right of way known as "D" Street in the City of Cranston, County of Providence, State of Rhode Island and is bounded an described as follows:

Beginning at the intersection of the southerly line of Cannon Street with the westerly line of "D" Street and said point being the most northwesterly corner of the herein described abandonment;

The following two courses are bounded westerly and southwesterly respectively by land N/F of Santa Maria Di Prate Society;

Thence southerly a distance of Three Hundred nine and 94/100 (309.94) feet to a point;

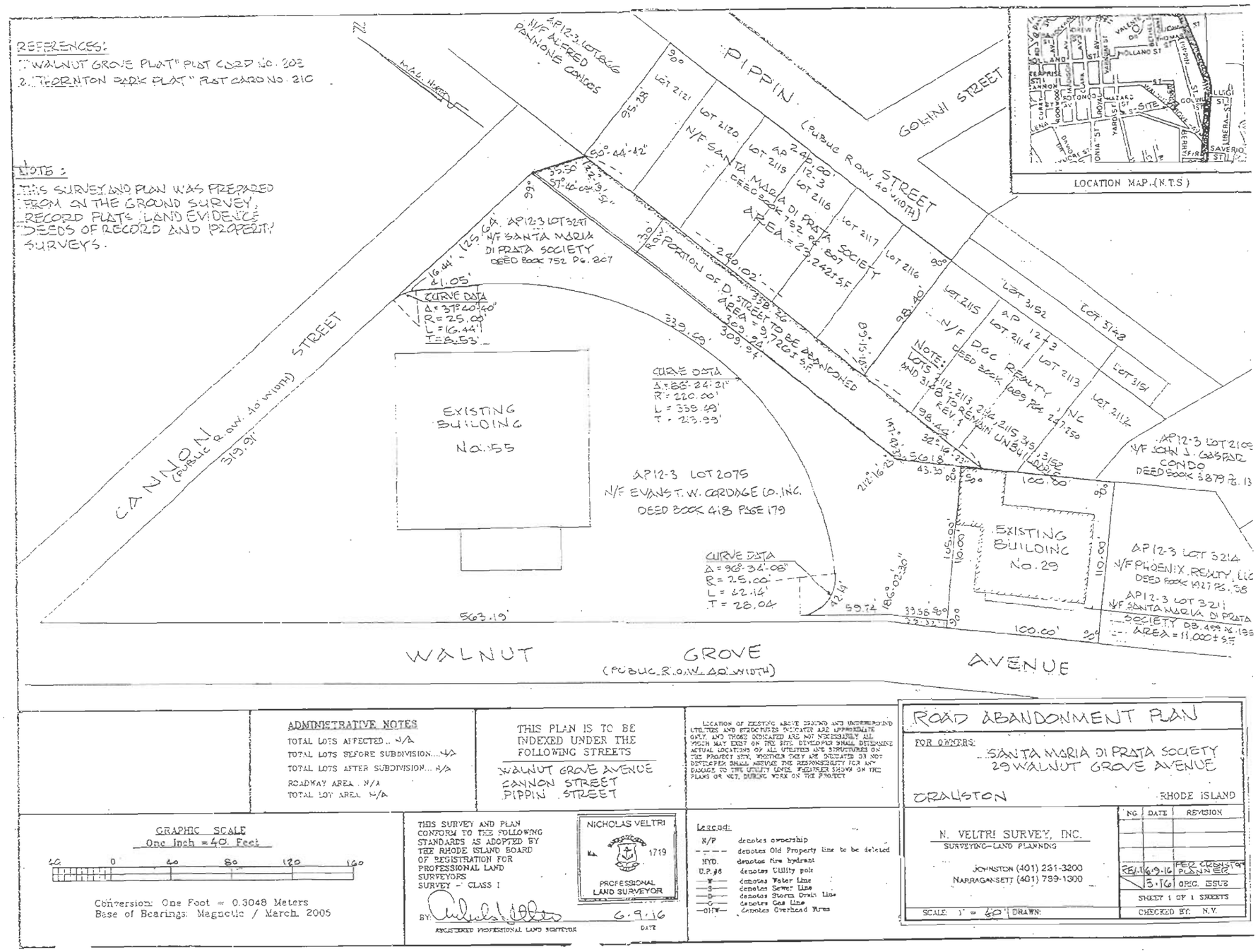
Thence southeasterly at an interior angle of 147°-43'-37" a distance of Fifty six and 18/100 (56.18) feet to a point;

Thence northerly at an interior angle of 32°-16'-23" bounding easterly in part of land N/F of DGC Realty, Inc. and in part on land N/F of Santa Maria Di Prata Society a distance of Three Hundred thirty eight and 46/100 (338.46) feet to a point;

Thence northwesterly an interior angle of 122°-19'-51" bounding northerly on Cannon Street a distance of Thirty five and 50/100 (35.50) feet to the point and place of beginning, the last course forming an interior angle of 57°-40'-09" with the first mentioned course and said parcel contains approximately 9,726 square feet of land.

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

Petition filed by Santa Maria DiPrata Society



ADMINISTRATIVE NOTES

TOTAL LOTS AFFECTED.. N/A
TOTAL LOTS BEFORE SUBDIVISION....N/A
TOTAL LOTS AFTER SUBDIVISION... N/A
ROADWAY AREA . N/A
TOTAL LOT AREA N/A

THIS PLAN IS TO BE INDEXED UNDER THE FOLLOWING STREETS

WALNUT GROVE AVENUE
CANNON STREET
PIPPIN STREET

LOCATION OF EXISTING ABOVE GROUND AND UNDERGROUND UTILITIES AND STRUCTURES INDICATED ARE APPROXIMATE ONLY, AND THOSE INDICATED ARE NOT NECESSARILY ALL WHICH MAY EXIST ON THE SITE. DEVELOPER SHALL DETERMINE ACTUAL LOCATIONS OF ALL UTILITIES AND STRUCTURES ON THE PROJECT SITE. WHETHER ONLY ARE INDICATED OR NOT DEVELOPER SHALL ASSUME THE RESPONSIBILITY FOR ANY DAMAGE TO THE UTILITY LINES, WHETHER SHOWN ON THE PLANS OR NOT, DURING WORK ON THE PROJECT

THIS SURVEY AND PLAN CONFORM TO THE FOLLOWING STANDARDS AS ADOPTED BY THE RHODE ISLAND BOARD OF REGISTRATION FOR PROFESSIONAL LAND SURVEYORS
SURVEY - CLASS I

BY: _____ 6.9.16
REGISTERED PROFESSIONAL LAND SURVEYOR — DATE

NICHOLAS VELTRI
1719
PROFESSIONAL LAND SURVEYOR

Legend:
- K/P denotes ownership
- denotes Old Property line to be deleted
- HYD. denotes fire hydrant
- U.P.#6 denotes Utility pole
- —W— denotes Water Line
- —S— denotes Sewer Line
- —D— denotes Storm Drain Line
- —G— denotes Gas Line
- —OHW— denotes Overhead Wires

ROAD ABANDONMENT PLAN

FOR OWNERS:
SANTA MARIA DI PRATA SOCIETY
29 WALNUT GROVE AVENUE
CRANSTON — RHODE ISLAND

N. VELTRI SURVEY, INC.
SURVEYING—LAND PLANNING
JOHNSTON (401) 231-3200
NARRAGANSETT (401) 789-1300

NO.	DATE	REVISION
REV. 1	6.9.16	PER CRANSTON PLANNER
	5.16	ORIG. ISSUE

SHEET 1 OF 1 SHEETS
SCALE: 1" = 40' | DRAWN: | CHECKED BY: N.V.

June 2, 2016

Arcangelo DiBiasio
Ann Marie DiBiasio
1712 Pippin Orchard Rd
Cranston, RI 02921

City of Cranston

Kenneth Mason-Director Public Works

869 Park Ave

Cranston RI 02920

Dear Mr Mason:

We own the property at 1707 and 1709 Plainfield Pike, Johnston, RI. The septic system at 1707 Plainfield Pike has failed and we are requesting the opportunity to tie in to the Cranston sewer line.

Please see accompanying map/details.

A few years ago, Allegria Court on Nardolillo St, Johnston, RI was able to tie into that line. The line went directly past both of our properties.

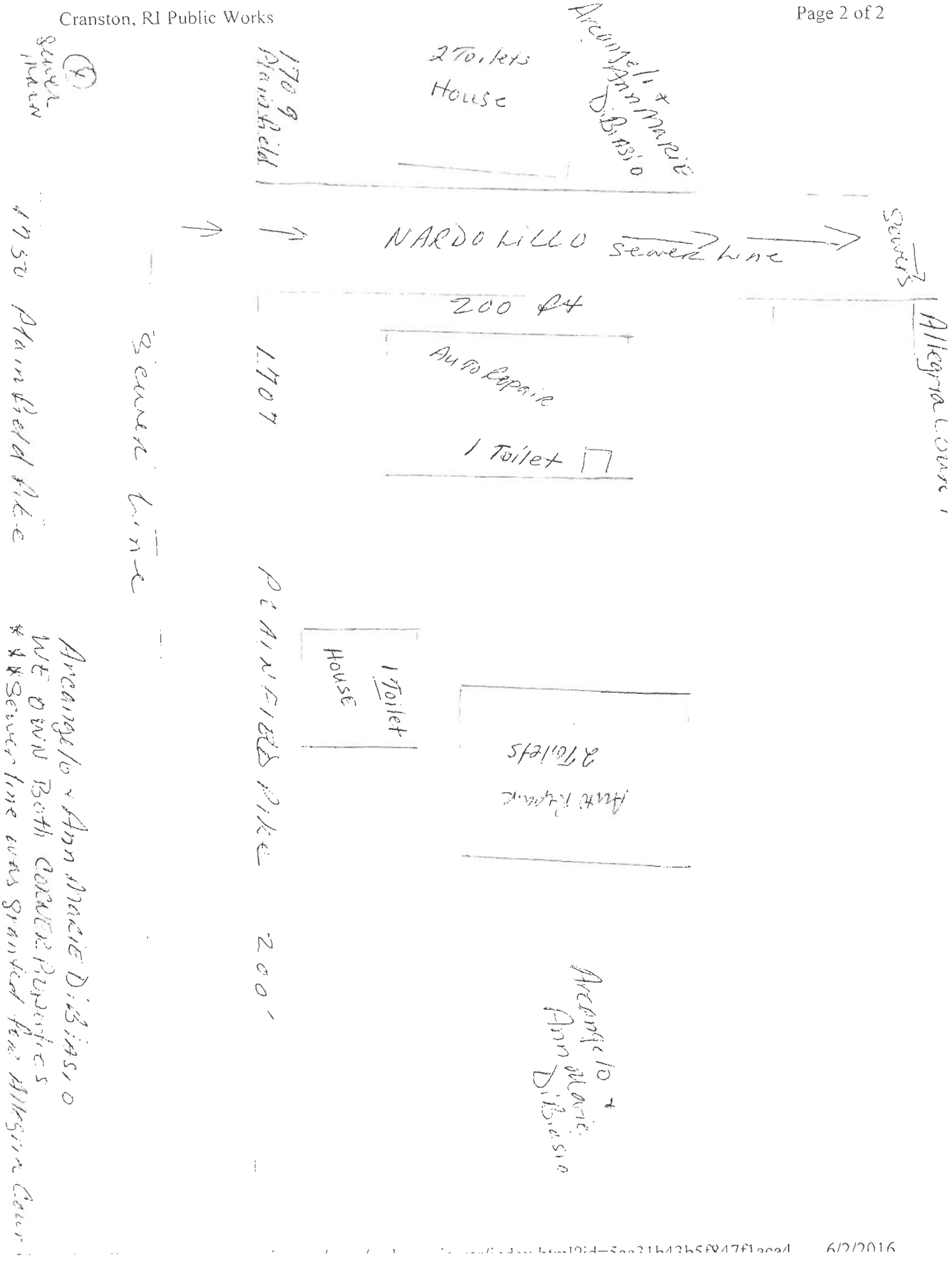
This property consists of a house with one toilet, a garage in the front with one toilet, and another garage in back with 2 toilets.

Plainfield Pike already has water and gas available to all residents.

If you need additional information I could be reached at 401-374-5904.

Thank you for your assistance with this matter.

Ann Marie DiBiasio


Sewer Main
1709 Plainfield
2 Toilets House
Arcangelo + Ann Marie DiBiasio
NARDO LILLO
Sewer Line
Sewers
200 ft
Auto Repair
1 Toilet
1707
Allegria Court
Sewer Line
1750 Plainfield Pike
1 Toilet House
Plainfield Pike
200'
Arcangelo + Ann Marie DiBiasio
Arcangelo + Ann Marie DiBiasio
WE OWN Both CORNER Properties
*** Sewer line was granted for Allegria Court

ALLAN W. FUNG
MAYOR

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

DEPARTMENT OF PUBLIC WORKS
CITY HALL, ROOM 109
869 PARK AVENUE
CRANSTON, RHODE ISLAND 02910

MEMO

Date: June 6, 2016

From: Ken Mason, Director of Public Works

RE: Johnston Sewer Connection – 1707 Plainfield Pike

Approval subject to the following:

- Subject to final engineering in accordance with Annex A of the sewer regulations, and Public Works approval
- Payment of appropriate City of Cranston Impact Fees
- Municipal Industrial Pretreatment Program review and approval
- Applicant must obtain a Physical Alteration Permit from RIDOT for excavation into Plainfield Pike.

(401) 780-3175

FAX (401)780-3176

5-16-05

THE CITY OF CRANSTON

ORDINANCE OF THE CITY COUNCIL

IN AMENDMENT OF TITLE 2 OF THE CODE OF THE CITY OF CRANSTON, 2005, ENTITLED "ADMINISTRATION AND PERSONNEL"
(Arts Commission)

*Amended Ordinance Committee 6/16/2016

No. 2016-14

Passed:
June 27, 2016

John E. Lanni, Jr., Council President

Approved: Adopted July 8, 2016 pursuant to Sec. 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 2.54.020 entitled "Arts Commission" is hereby amended as follows:

2.54.02 Members—Terms

The arts commission shall consist of nine members seven appointed by the City Council and two appointed by the Administration. The arts commission shall contain at least five members,* ***and three alternates appointed by the City Council,*** from a broad spectrum of citizens representing the performing arts, music, drama, the visual arts, literary arts and the fields of structural and landscape architecture. All members of the commission must reside in the City of Cranston. ****The Artist Exchange shall have one seat on the Commission as ex-officio.*** ~~**or work for an arts organization based in Cranston**~~ . The appointees shall have 3 year terms. All members of the commission may vote on any matter coming before the arts commission, except as the Ethics Laws of the State of Rhode Island may provide. After a member had three consecutive absences without adequate reason, the commission may remove that member. Should a member be removed, the City Council will make a new appointment.

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

Positive Endorsement — Negative Endorsement (attach reasons)

6/27/16

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

Sponsored by Councilman Stycos and Co-Sponsor Councilman Archetto
Referred to Ordinance Committee June 16, 2016

5-16-06

THE CITY OF CRANSTON

ORDINANCE OF THE CITY COUNCIL

IN AMENDMENT OF TITLE 10, CHAPTER 32 OF THE CODE OF THE CITY OF CRANSTON, 2005, ENTITLED "MOTOR VEHICLES AND TRAFFIC"
(Tacoma No Parking Certain Hours)

No. 2016-15

Passed:
June 27, 2016

John E. Lanni, Jr., Council President

Approved: July 7, 2016

Allan W. Fung, Mayor

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

Section 1. Chapter 10.32.280 entitled "No Parking Between 7:00 am and 5:00 pm weekdays" is hereby amended by deleting following:

[Tacoma Street, southeast side, from Atwood Avenue southwesterly for a distance of two hundred eight (280) feet]

Section 2. Chapter 10.32 is hereby amended by adding the the following new section:

10.32.341 "No Parking on Certain Streets Weekdays– Between 8:00 am and 10 am and between 12:00 pm and 2:00 PM

Tacoma Street, Southeast side, from Atwood Avenue southwesterly for a distance of two hundred eighty (280) feet.

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

Positive Endorsement

6/27/16

Christopher Rawson, City Solicitor Date

Negative Endorsement (attach reasons)

Christopher Rawson, City Solicitor Date

Refer to Ordinance Committee June 16, 2016

Sponsored by: Councilman Santamaria

561.

Allan W. Fung
Mayor

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

Bureau of Traffic Safety

STAFF REPORT

Date: 6/28/16
To: City Council
From: Stephen Mulcahy, Traffic Engineer
Ordinance Proposal No: 5-16-06
Date referred to staff: 5/26/16
CC: Wall; Zanni; Coupe; Lopez; Barone; Giarrusso

Subject: **Section 1.** Chapter 10.32.280 entitled "No Parking Between 7:00 am and 5:00 pm weekdays" is hereby amended by deleting the following:

[Tacoma Street, southeast side, from Atwood Avenue southwesterly for a distance of two hundred eighty (280) feet.]

Section 2. Chapter 10.32 is hereby amended by adding the following new section:

10.32.341 "No Parking on Certain Streets Weekdays-Between 8:00 am and 10:00 am and between 12:00 pm and 2:00 pm.

Tacoma Street, southeast side, from Atwood Avenue southwesterly for a distance of two hundred eighty (280) feet.

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

BACKGROUND

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

Staff Analysis:

- The proposed amendment is for modifying the hours of an existing parking restriction for the convenience of the constituents. Whereas no known traffic safety or operational issues are associated with the amendment, this office offers no recommendation either in support or in opposition to the request.

FISCAL IMPACT

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

RECOMMENDATION

None per analysis.

ATTACHMENTS

Area map

Authorized Signature: Stephen Mulkey

Atwood Ave
7-Eleven
Clemence St
Fontini St
Chop Shop
Atwood Ave
Joe & Son's Service
Brooklyn Brothers
Tremont St
Transit St
Tiffany St
Comic Doctor
Lou's Music Center
Tacoma St
Tremont St
Tiffany St
Institutional Linen Supply
Tacoma St
Tilden St
Tiffany St
Tampa St
Tacoma St

THE CITY OF CRANSTON

RESOLUTION OF THE CITY COUNCIL

AUTHORIZING MOTOR VEHICLE TAX ABATEMENTS AS RECOMMENDED BY CITY ASSESSOR

No. 2016-34

Passed:
June 27, 2016

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
569 PARK AVE
CRANSTON, RI 02910

SALVATORE SACCOCCIO JR.
CITY ASSESSOR

DAVID COLE
DEPUTY ASSESSOR

MEMO

DATE: June 1, 2016

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:

Assessment Date	Value	Tax
December 31, 2013	5,636	239.19
December 31, 2014	189	8.02
Totals:	5,825	247.21

Salvatore Saccoccio, Jr.
City Assessor

City of Cranston
2014 Motor Vehicle
Abatement List

566.

1 37003460 0000056753
Vehicle 2007 STRN 096194
ID 5GZCZ33D57S879480
GARCIA MARTA J
108 PLEASANT ST
Cranston RI 02910

	Value	Tax
Original :	6,136	239.19
DECEASED		239.19
Adjusted Tax:		

00000000 0000000000
Vehicle 0000
ID

	Value	Tax
Original :		
Adjusted Tax:		

00000000 0000000000
Vehicle 0000
ID

	Value	Tax
Original :		
Adjusted Tax:		

For Tax Year: 2014

	Value	Tax
Original :	6136	239.19
Adjusted Tax :		239.19 on 1 Accounts

City of Cranston
2015 Motor Vehicle
Abatement List

567.

35001720 0000048564 00000000 0000000000 00000000 0000000000
Vehicle 2004 CHRY 764670 Vehicle 0000 Vehicle 0000
ID 1C4GP45R04B566548 ID ID
ELALI JAMEL
36 FRANCES AVE #1
Cranston RI 02910

	Value	Tax		Value	Tax		Value	Tax
Original :	2,067	66.50	Original :			Original :		
STOLEN/SOLD/JUNK/TOT		8.02						
Adjusted Tax:		58.48	Adjusted Tax:			Adjusted Tax:		

For Tax Year: 2015

	Value	Tax		
Original :	2067	66.50		
		8.02	on 1	Accounts
Adjusted Tax :		58.48		

May-16 Waiver of Interest Applications

Recommend To Approve:

NAME	ADDRESS	TAX AMT	INTEREST	REASON
Andrew, Leland	199 Burlingame Rd	$1,030.57	$103.06	death
Bowen, Doreen	18 Roseland Ave	1,008.26	$ 161.31	illness
Camara, Katherine	76 Waldron Ave	1,051 81	$195.90	hardship
Clarke, Frances	184 Forest Ave	660 41	$66.04	death
Domenici, Denise	41 Dale Ave	538.99	$118.58	hardship
Farri, Marisa	65 Salem Ave	89.66	$16.13	hardship
Fratantuono, Richard	18 B St	1,510.95	$136.01	death
Lema, Tiffany	36 Gesler St	1,998.67	$786.70	hardship
Lombardi, Lisa	172 Highland st	1,524.07	$275.34	illness
Marchand Richard	95 Old Spring Rd	476.47	$247.31	hardship
Zurita, Lutgardo	566 Dyer Ave	264.99	$26 50	illness

5-16-01

THE CITY OF CRANSTON

ORDINANCE OF THE CITY COUNCIL

AUTHORIZING THE CITY TO UTILIZE WESTERN LIBRARY IMPACT FEES FOR CAPITAL PROJECTS AT CENTRAL AND KNIGHTSVILLE BRANCHES

No. 2016-16

Passed:
June 27, 2016

John E. Lanni, Jr., Council President

Approved: July 7, 2016

Allan W. Fung, Mayor

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

SECTION 1. The City of Cranston is hereby authorized under the authority vested in the Impact Fees Ordinance (No. 96-49, October 28, 1996) to utilize an amount not to exceed $305,000 of Western Cranston Library Impact Fees for the Children's room and flooring at the Central branch and Carpeting and Flooring at the Knightsville branch as designated in the FY17 capital budget.

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

Positive Endorsement

Christopher M Rawson, City Solicitor Date 6/27/16

Negative Endorsement (attach reasons)

Christopher M Rawson, City Solicitor Date

Fiscal Note:

I hereby certify that there are sufficient funds in this account for this appropriation.

Robert Strom, Finance Director

Sponsored by: Councilmen Stycos, Farina, Botts, Archetto, Aceto, Paplauskas, Favicchio, Council Vice-President Santamaria and Council President Lanni.

Referred to Finance Committee June 16, 2016

5-16-02

THE CITY OF CRANSTON

ORDINANCE OF THE CITY COUNCIL

AUTHORIZING THE CITY TO UTILIZE CITY EASTERN AND WESTERN CRANSTON POLICE IMPACT FEES FOR POLICE STATION LEASE PAYMENTS

No. 2016-17

Passed:
June 27, 2016

John E. Lanni, Jr., Council President

Approved: July 7, 2016

Allan W. Fung, Mayor

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

SECTION 1. Any previously encumbered balances for the authorization to use Eastern or Western Police Impact fees are hereby rescinded.

SECTION 2. The City of Cranston is hereby authorized under the authority vested by the State of Rhode Island General Laws and Impact Fees Ordinance (No. 96-49, October 28, 1996) to utilize $90,454 Eastern and Western Cranston Police Impact Fees:

$52,481.00 of Eastern Cranston Police Impact fees and
$37,973.00 of Western Cranston Police Impact fees

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

Positive Endorsement

6/27/16
Christopher Rawson, City Solicitor Date

Negative Endorsement (attach reasons)

Christopher Rawson, City Solicitor Date

Fiscal Note:

I hereby certify that there are sufficient funds in this account for this appropriation.

Robert Strom, Finance Director

Sponsored by: Councilmen Stycos, Farina, Botts, Archetto, Aceto, Paplauskas, Favicchio, Council Vice-President Santamaria and Council President Lanni.

Referred to Finance Committee June 16, 2016

5-16-03

THE CITY OF CRANSTON

ORDINANCE OF THE CITY COUNCIL

AUTHORIZING THE CITY TO UTILIZE WESTERN ROAD IMPACT FEES FOR THE RE-PAVEMENT OF LIPPITT AVENUE

No. 2016-18

Passed:
June 27, 2016

John E. Lanni, Jr., Council President

Approved: July 7, 2016

Allan W. Fung, Mayor

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

SECTION 1. The City of Cranston is hereby authorized under the authority vested in the Impact Fees Ordinance (No. 96-49, October 28, 1996) to utilize an amount not to exceed $175,000 of Western Cranston Road Impact Fees for the re-construction and re-paving of Lippitt Avenue.

SECTION 2. Ordinance No. 2008-25 for the authorization to use Western Cranston Road Impact fees for an engineering study of Natick Avenue for the sum of $75,000 is rescinded. The project was completed without using the fund.

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

Positive Endorsement

6/27/16
Christopher M Rawson, City Solicitor Date

Negative Endorsement (attach reasons)

Christopher M Rawson, City Solicitor Date

Fiscal Note:

I hereby certify that there are sufficient funds in this account for this appropriation.

Robert Strom, Finance Director

Sponsored by: Mayor Fung and Councilmen Aceto and Farina

Referred to Finance Committee June 16, 2016

THE CITY OF CRANSTON

RESOLUTION OF THE CITY COUNCIL

LOAN ORDER OF THE CITY OF CRANSTON APPROVING THE FINANCING OF THE ACQUISITION AND INSTALLATION OF A HEATING, VENTILATION AND AIR CONDITIONING SYSTEM AT EDGEWOOD HIGHLAND SCHOOL AND ALL ATTENDANT EXPENSES, INCLUDING BUT NOT LIMITED TO ENGINEERING COSTS AND APPROVING THE ISSUANCE OF BONDS AND NOTES THEREFOR IN AN AMOUNT NOT TO EXCEED $2,240,000

No. 2016-35

Passed: June 27, 2016

John E. Lanni, Jr., Council President

BE IT RESOLVED, that

SECTION 1. Pursuant to Section 45-12-33 of the General Laws of Rhode Island, an amount not to exceed $2,240,000 is appropriated for the acquisition and installation of a heating, ventilation and air conditioning system at Edgewood Highland School and all attendant expenses, including but not limited to engineering costs (the "Project").

SECTION 2. The Director of Finance and the Mayor be and hereby are authorized to issue on behalf of the City, an amount not exceeding Two Million Two Hundred Forty Thousand Dollars ($2,240,000) bonds of the City, at one time, or from time to time in order to meet the foregoing appropriation.

SECTION 3. The said officers from time to time may issue and refund not exceeding $2,240,000 interest bearing or discounted notes in anticipation of the issue of said bonds or in anticipation of the receipt of federal or state aid for the purpose specified in Section 1 hereof.

SECTION 4. The manner of sale, amount, denominations, maturities, conversion or registration privileges, interest rates, medium of payment, and other terms, conditions and details of the bonds or notes may be fixed by the officers authorized to sign the bonds or notes.

SECTION 5. The said officers from time to time may apply for, contract for and expend any federal or state advances or other grants or assistance which may be available for the purposes specified in Section 1 hereof. The City may enter into financing agreements with the Rhode Island Infrastructure Bank (the "RIIB") in accordance with chapter 46-12.2 of the general laws to evidence loans from the efficient buildings revolving fund administered by the RIIB.

SECTION 6. Pending the issuance of the bonds under Section 2 hereof or pending or in lieu of the issue of notes under Section 3 hereof, the Director of Finance may expend funds from the general treasury of the City for the purposes specified in Section 1 hereof. Any advances made under this section shall be repaid without interest from the proceeds of the bonds or notes issued hereunder or from the proceeds of applicable federal or state assistance or from other available funds.

SECTION 7. The Director of Finance and the Mayor are also authorized, empowered and directed, on behalf of the City, to: (i) execute, acknowledge and deliver any and all other documents, certificates or instruments necessary to effectuate such borrowing; (ii) amend, modify or supplement the bonds or notes any and all other documents, certificates or instruments at any time and from time to time, in such manner and for such purposes as such officers shall deem necessary, desirable or advisable; (iii) do and perform all such other acts and things deemed by such officers to be necessary, desirable or advisable with respect to any matters contemplated by this resolution in order to effectuate said borrowing and the intent hereof.

SECTION 8. The Director of Finance together with the Mayor be, and hereby are, authorized to deliver the bonds or notes to the purchaser or purchasers and, if the bonds or notes are to be issued on a tax-exempt basis, said officers be, and hereby are, authorized and instructed to take all actions, on behalf of the City, necessary to ensure that interest on the bonds or notes will be excludable from gross income for federal income tax purposes and to refrain from all actions which would cause interest on the bonds or notes to become subject to federal income taxes.

SECTION 9. This resolution is a affirmative action of the City Council of the City toward the issuance of bonds or notes in accordance with the purposes of the laws of the State. This resolution constitutes the City's declaration of official intent, pursuant to Treasury Regulation §1.150(2), to reimburse the City for certain capital expenditures for the Project paid on or after the date which is sixty (60) days prior to the date of this resolution but prior to the issuance of the bonds or notes. Such amounts to be reimbursed shall not exceed $2,240,000 and shall be reimbursed not later than eighteen (18) months after (a) the date on which the expenditure is paid or (b) the date the Project is placed in service or abandoned but in no event later than three (3) years after the date the expenditure is paid.

SECTION 10. This Resolution shall take effect upon passage.

Sponsored by Councilman Stycos

Referred to Finance Committee June 16, 2016

RHODE ISLAND
195 FRANCES AVENUE, BUILDING 2
CRANSTON, RHODE ISLAND 02910
P: 401-438-7733
F: 401-438-7620

WWW.CEC-ENGINEERING.COM

MASSACHUSETTS
120 MAPLE STREET, SUITE 304
SPRINGFIELD, MASSACHUSETTS 01103
P: 413-519-7542
F: 413-736-1294

Mechanical Lifecycle Engineering Economic Analysis – Edgewood Highland Elementary

Summary

The purpose of the mechanical lifecycle engineering economic analysis is to evaluate and compare the fiscal performance of several different mechanical systems over a period of 25 years. The system with the lowest total lifecycle cost is generally recommended for use in the project, but additional options may be considered if increased occupant comfort or energy efficiency can be achieved for a marginal increase in initial cost.

Three options have been evaluated for use on the Edgewood Highlands HVAC Upgrade project. The first option involves repairing and reusing the existing systems that are already in place. The second option is to remove the existing chiller and boiler systems, along with the classroom unit ventilators and fan coil units and replace them with new high efficiency equipment. Ventilation air would be provided by roof-mounted energy recovery units and a ductwork distribution system with VAV boxes, allowing the rooftop units to modulate based on individual classroom occupancy. The final option would be to install a series of variable refrigerant flow systems throughout the building. These systems would consist of roof-mounted air-cooled condensing units, connected to indoor branch circuit controllers and refrigerant piping distribution. Spaces would be served by one or more ceiling-cassette style fan coil units. Ventilation air would be provided in the same fashion as in Option 2.

A more detailed summary of the equipment and material required for each option is listed below.

Mechanical System Requirements

A. Option 1: Repair and Reuse Existing HVAC System
- 85 Ton air cooled chiller - repaired
- (2) 3150 MBH gas-fired boilers (Approx. 80% efficient) - repaired
- (2) 7.5 HP hot water/chilled water pumps
- 2-Pipe hot water/chilled water change over distribution system - repaired and reinsulated
- 2-Pipe air handling units for Library and Multipurpose Room
- 2-Pipe classroom unit ventilators
- Classroom unit ventilator dampers - replaced and rebalanced to include corridor ventilation rates
- 2-Pipe fan coil units
- Hot water unit heaters
- Exhaust fans - repaired and rebalanced - and ductwork for ventilation relief
- New direct digital controls system to replace existing pneumatic system

B. Option 2: 2-Pipe Fan Coil Unit with ERV Ventilation
- (2) Roof-mounted packaged energy recovery units with DX cooling circuit and gas-fired furnace
- Supply and return ventilation ductwork with VAV boxes for demand control
- 80 ton split air cooled chiller
- (2) 1,000 MBH gas-fired condensing boilers (96% efficient)
- (2) 7.5 HP hot water/chilled water pumps with VFD's
- 2-Pipe hot water/chilled water change over distribution system
- 2-Pipe air handling units for Library and Multipurpose Room
- 2-Pipe fan coil units

- Hot water unit heaters
- Direct digital controls system

C. Option 3: Variable Refrigerant Flow System with ERV Ventilation
- (2) Roof-mounted packaged energy recovery units with DX cooling circuit and gas-fired furnace
- Supply and return ventilation ductwork with VAV boxes for demand control
- (5) 20 ton roof-mounted air cooled condensing units
- Refrigerant branch circuit controllers
- Refrigerant piping distribution system
- Refrigerant-based ceiling cassette style fan coil units
- Refrigerant-based air handling units for Library and Multipurpose Room
- Direct digital controls system

Mechanical System Analysis

While Option 1 carries by far the lowest initial costs, at an estimated $880,000.00, it has the highest 25 year cost to operate, is the least energy efficient and does very little to improve overall indoor air quality and occupant comfort. The unit ventilators are noisy and their dampers are prone to future failure. The chiller and boiler systems remain original to the building and will continue to require frequent maintenance. As a result of the equipment's age, major service and parts replacement is likely approximately every 10 years. The estimated total 25 year cost for Option 1 is $4,274,474.13.

Option 2 has the second lowest estimated initial cost, at $2,306,350.00, but saves approximately 42% in annual operating costs over Option 1. The new high efficiency gas-fired boilers use a fraction of the gas that the existing boilers do and are considerably easier to control and maintain. The new chiller system is much more efficient than the existing system and the split air cooled layout allows for all chilled water to be indoors, eliminating the need for seasonal shutdown and draining of the chiller. The rooftop energy recovery units allow for tempered, filtered outside air to be introduced directly to each space, including corridors. The VAV boxes, along with their associated occupancy sensors in each space, allow the ERV's to modulate fan speed and cooling/heating capacity to meet the exact occupancy demand at any given time. This ensures energy efficiency and occupant comfort. The total estimated 25 year cost for Option 2 is $3,906,226.11.

Option 3 has the highest initial cost, at an estimated $2,672,850.00, but is the most energy efficient and has the lowest annual cost to operate, saving approximately 56% over Option 1 and 4.5% over Option 2. The roof-mounted condensing units eliminate the need for boilers, chillers, and pumps in the Mechanical Room or on grade and operate at higher efficiencies and relatively lower sound levels than this more typical mechanical equipment. However, because heating hot water is no longer available, heating for spaces such as storage and equipment rooms, as well as supplementary heating in entryways and corridors must be accomplished via electric unit heaters. This puts a larger electrical load on the building and decreases efficiency. This load means a larger electrical project scope and may not be supported by the existing 1000 Amp service. The ceiling-mounted cassette style fan coil units also require that piping distribution be run above the ceilings on both classroom levels of the building, instead of above the lower level ceilings only. These units also measure 33"x33" and would require modifications to the ceiling grid when it is reinstalled. While it is the least expensive to operate, the high initial cost of Option 3 gives it the second highest total 25 year cost, at an estimated $4,201,381.03.

Mechanical System Analysis Conclusion

Based on the aforementioned costs and considerations, Option 2 has been chosen as the most cost effective and energy efficient system for this project. The higher initial costs as compared to Option 1 will be offset by the combination of considerably lower operating costs and increased occupant comfort. The marginal decrease in operating costs presented by Option 3 cannot be justified, given the increase in initial costs as well as in the impact to the building during construction.

Option 1: Repair and Reuse Existing HVAC Systems

INITIAL COSTS	
ITEM	TOTAL COST
Replace 1 Chiller Compressor	$75,000.00
Service Existing Chiller	$25,000.00
Repair 1 Leaking Boiler	$15,000.00
Replace 16 Unit Ventilator OA Actuators	$20,000.00
Rebalance Unit Ventilator OA Dampers	$15,000.00
Replace 16 Unit Ventilator Motor Bearings	$20,000.00
Service Existing Fan Coil Units as Needed	$10,000.00
Remove and Replace Existing Ceilings Where Needed	$100,000.00
Replace 500 ft. Leaking Piping	$30,000.00
Reinsulate All Piping	$90,000.00
Verify Proper Operation of/Repair Exhaust Systems	$10,000.00
Rebalance Exhaust Systems	$20,000.00
Replace Pnuematic Control System w/DDC	$450,000.00
5% Construction Contingency	$20,000.00
TOTAL	$880,000.00

10/20 YEAR REPLACEMENT COSTS	
Replace 1 Chiller Compressor	$75,000.00
Service Existing Chiller	$25,000.00
Service Existing Boilers	$10,000.00
Service Existing Pumps	$10,000.00
Replace 16 Unit Ventilator OA Actuators	$20,000.00
Replace 16 Unit Ventilator Motor Bearings	$20,000.00
Service Existing Fan Coil Units as Needed	$10,000.00
Replace 500 ft. Leaking Piping	$30,000.00
Verify Proper Operation of/Repair Exhaust Systems	$5,000.00
TOTAL	$205,000.00

Option 2: 2-Pipe Fan Coil Units w/ERV Ventilation

INITIAL COSTS	
ITEM	TOTAL COST
Demo Existing HVAC Systems	$90,000.00
Remove and Replace Existing Ceilings	$225,000.00
Install New Chiller System	$197,000.00
Install New Boiler System	$116,000.00
Install New Secondary HW/CHW Pumps	$25,000.00
Install New Insulated 2-Pipe Distribution System	$200,000.00
Install New Rooftop ERV's	$180,000.00
Install New Structural Roof Support	$100,000.00
Install New Gas Piping to ERV's	$18,000.00
Install New VAV Boxes	$45,000.00
Install New Supply and Return Ductwork	$120,000.00
Install New Duct Insulation	$40,000.00
Install New RGD's	$21,000.00
Install New Fan Coil Units	$160,000.00
Install New Multipurpose Room AHU's & Ductwork	$40,000.00
Install New Library AHU & Ductwork	$20,000.00
Install New Unit Heaters	$20,000.00
Install New Convectors	$10,000.00
Install New DDC Controls System	$360,000.00
Electrical Work in Support of HVAC Upgrades	$220,000.00
5% Construction Contingency	$99,350.00
TOTAL	$2,306,350.00

Option 3: Variable Refrigerant Flow System w/ERV Ventilation

INITIAL COSTS	
ITEM	TOTAL COST
Demo Existing HVAC Systems	$90,000.00
Remove and Replace Existing Ceilings	$275,000.00
Install 5 New VRF Condensing Units on Roof	$250,000.00
Install 5 New VRF Branch Circuit Controllers	$21,000.00
Install 45 New Ceiling Cassette-Style VRF Fan Coil Units	$170,000.00
Install New Multipurpose Room VRF AHU's & Ductwork	$45,000.00
Install New Library VRF AHU & Ductwork	$16,000.00
Install New Insulated Refrigerant Piping	$256,000.00
Install New Rooftop ERV's	$180,000.00
Install New Structural Roof Support	$150,000.00
Install New Gas Piping to ERV's	$18,000.00
Install New VAV Boxes	$45,000.00
Install New Supply and Return Ductwork	$120,000.00
Install New Duct Insulation	$40,000.00
Install New RGD's	$21,000.00
Install New Electric Unit Heaters	$10,000.00
Install New Electric Radiant Panels	$10,000.00
Install New DDC Controls System	$400,000.00
Electrical Work in Support of HVAC Upgrades	$450,000.00
5% Construction Contingency	$105,850.00
TOTAL	$2,672,850.00

Option 1 Repair and Reuse Existing HVAC Systems

ENERGY COSTS

HEATING

ITEM	Qty.	Demand			ENERGY USED				ANNUAL COST	
		MMB	HP	FULL LOAD HOURS	BTU	KW	THERMS	KWH	Gas	Electric
Boiler System	1	201S		1,000.00	2,518,750,000.00		25,187.50		$31,988.13	
Pump	1		7.50	4,000.00		5.60		22,380.00		$3,580.80
Unit Ventilators	16		0.25	4,000.00		2.98		11,936.00		$1,909.76
Fan Coils	11		0.13	4,000.00		1.03		4,103.00		$656.48
Lib AHU	1		1.00	4,000.00		0.75		2,984.00		$477.44
Multipurpose AHU	2		1.50	4,000.00		2.24		8,952.00		$1,432.32
Cabinet Unit Heaters	12		0.13	4,000.00		1.12		4,476.00		$716.16
Unit Heaters	2		0.25	4,000.00		0.37		1,492.00		$238.72
Exhaust Fans	10		0.25	4,000.00		1.87		7,460.00		$1,193.60
Exhaust Fans	3		0.16	4,000.00		0.36		1,432.32		$229.17
						TOTALS	25187.5	65215.32	$31,988.13	$10,434.45

COOLING

ITEM	Qty	Demand			ENERGY USED				ANNUAL COST	
		MMB	HP	FULL LOAD HOURS	BTU	KW	THERMS	KWH	Gas	Electric
Chiller System	1	1,020.00		1,000.00		133.45		133,450.00		$21,352.00
Pump	1		7.50	4,000.00		5.60		22,380.00		$3,580.80
Unit Ventilators	16		0.25	4,000.00		2.98		11,936.00		$1,909.76
Fan Coils	11		0.13	4,000.00		1.03		4,103.00		$656.48
Lib AHU	1		1.00	4,000.00		0.75		2,984.00		$477.44
Multipurpose AHU	2		1.50	4,000.00		2.24		8,952.00		$1,432.32
Exhaust Fans	10		0.25	4,000.00		1.87		7,460.00		$1,193.60
Exhaust Fans	3		0.16	4,000.00		0.36		1,432.32		$229.17
						TOTALS	0	192697.32	$0.00	$30,831.57

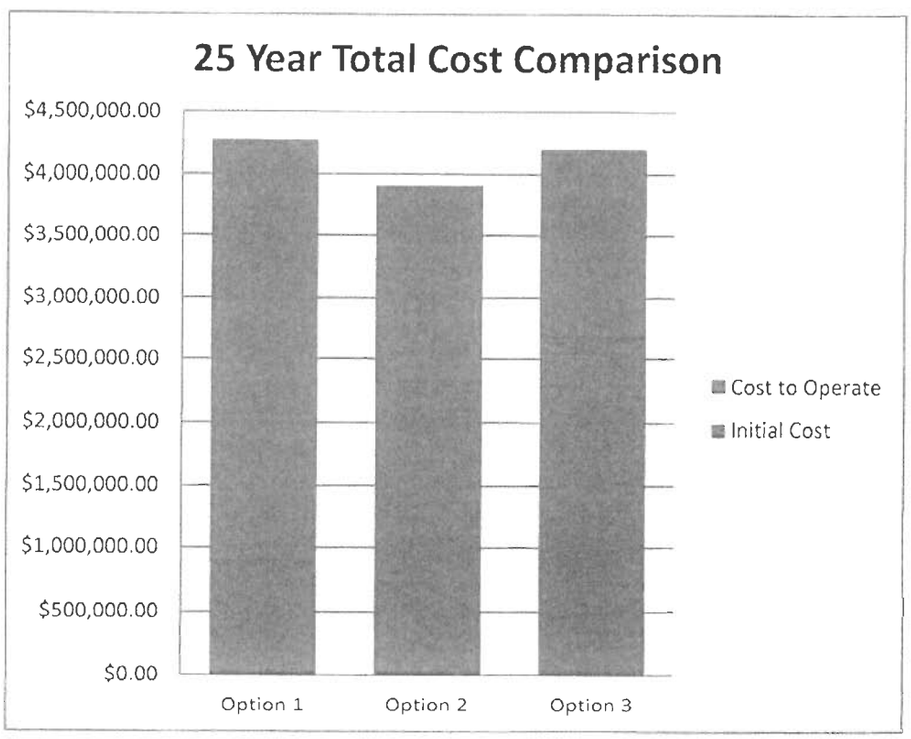
Option 2: 2 Pipe Fan Coil Units w/ERV Ventilation

ENERGY COSTS										
HEATING										
ITEM	Qty	Demand			ENERGY USED				ANNUAL COST	
		MHB	HP	FULL LOAD HOURS	BTU	KW	THERMS	KWH	Gas	Electric
Boiler System	1	1,300.00		800.00	1,081,600,000.00		10,816.00		$13,736.32	
Pump	1		7.50	2,500.00		5.60		13,987.50		$2,238.00
ERV	2	355	10.00	800.00	295,360,000.00		2,953.60		$3,751.07	$0.00
Classroom Fan Coils	16		0.11	2,500.00		1.31		3,282.40		$525.18
Admin Fan Coils	10		0.04	2,500.00		0.30		746.00		$119.36
Common Area Fan Coils	19		0.03	2,500.00		0.43		1,063.05		$170.09
Lib AHU	1		2.00	2,500.00		1.49		3,720.00		$596.80
Multipurpose AHU	2		1.50	2,500.00		2.24		5,595.00		$895.20
Cabinet Unit Heaters	6		0.07	2,500.00		0.31		783.30		$125.33
Unit Heaters	2		0.13	2,500.00		0.19		466.25		$74.60
						TOTALS	13769.6	29653.50	$17,487.39	$4,744.56
COOLING										
ITEM	Qty.	Demand			ENERGY USED				ANNUAL COST	
		MHB	HP	FULL LOAD HOURS	BTU	KW	THERMS	KWH	Gas	Electric
Chiller System	1	1,020.00		800.00		94.05		75,684.00		$12,109.44
Pump	1		7.50	2,500.00		5.60		13,987.50		$2,239.00
ERV	2	355	10.00	800.00	295,360,000.00		2,953.60		$3,751.07	$0.00
Classroom Fan Coils	16		0.11	2,500.00		1.31		3,282.40		$525.18
Admin Fan Coils	10		0.04	2,500.00		0.30		746.00		$119.36
Common Area Fan Coils	19		0.03	2,500.00		0.43		1,063.48		$170.16
Lib AHU	1		2.00	2,500.00		1.49		3,730.00		$596.80
Multipurpose AHU	2		1.50	2,500.00		2.24		5,595.00		$895.20
						TOTALS	2953.6	104088.38	$3,751.07	$16,654.14

Option 3 Variable Refrigerant Flow System w/ERV Ventilation

ENERGY COSTS										
HEATING										
ITEM	Qty	Demand			ENERGY USED				ANNUAL COST	
		MBH	HP	FULL LOAD HOURS	BTU	KW	THERMS	KWH	Gas	Electric
Condensing Units	5	260		800.00	1,040,000,000.00			67,734.79		$10,837.57
ERV	2	355	10.00	800.00	295,360,000.00		2,953.60		$3,751.07	$0.00
Fan Coil Units	15		0.18	2,500.00		6.04		15,106.50		$2,417.04
Lib AHU	1		2.00	2,500.00		1.49		3,730.00		$596.80
Multipurpose AHU	2		0.80	2,500.00		1.19		2,984.00		$477.44
Elec. Cabinet Unit Heaters	6	15	0.07	2,500.00		4.71		11,773.92		$1,883.83
Elec. Unit Heaters	3	30	0.13	2,500.00		9.07		22,680.62		$3,628.90
						TOTALS	2953.6	56275.03901	$3,751.07	$19,841.57
COOLING										
ITEM	Qty	Demand			ENERGY USED				ANNUAL COST	
		MBH	HP	FULL LOAD HOURS	BTU	KW	THERMS	KWH	Gas	Electric
Condensing Units	5	204		800.00	816,000.00			61,880.00		$9,900.80
ERV	2	355	10.00	800.00	295,360,000.00		2,953.60		$3,751.07	$0.00
Fan Coil Units	45		0.18	2,500.00		6.04		15,106.50		$2,417.04
Lib AHU	1		2.00	2,500.00		1.49		3,730.00		$596.80
Multipurpose AHU	2		0.80	2,500.00		1.19		2,984.00		$477.44
						TOTALS	2953.6	83700.5	$3,751.07	$13,392.08

25 YEAR TOTAL COST COMPARISON							
System	Initial Costs	First Year Cost to Operate	10 Year Equipment Replacement	20 Year Equipment Replacement	Infl.	Total 25 Year Cost to Operate	Total 25 Year Cost
Option 1	$880,000.00	$73,254.15	$205,000.00	$205,000.00	3%	$3,394,474.13	$4,274,474.13
Option 2	$2,306,350.00	$42,637.16			3%	$1,599,876.11	$3,906,226.11
Option 3	$2,672,850.00	$40,735.80			3%	$1,528,531.03	$4,201,381.03



RHODE ISLAND
195 FRANCES AVENUE, BUILDING 2
CRANSTON, RHODE ISLAND 02910
P: 401-438-7733
F: 401-438-7620

WWW.CEC-ENGINEERING.COM

MASSACHUSETTS
120 MAPLE STREET, SUITE 304
SPRINGFIELD, MASSACHUSETTS 01103
P: 413-519-7542
F: 413-736-1294

Cost Estimates

Any cost estimates, whether of construction or operational costs, prepared by the Engineer, represent the Engineer's best judgement as a design professional familiar with the construction industry. However, it is recognized that neither the Engineer, nor the Owner has control over the cost of labor, material or equipment; over the Contractor's methods of determining bid prices; over competitive bidding, or over market or negotiating conditions. Accordingly, the Engineer cannot and does not warrant or represent that bids or negotiated prices will not vary from the estimate.

Life cycle calculations are based on estimated market inflation rates and do not include adjustments for the cost of money. General preventative maintenance costs are assumed to be equal and are therefore not included. Life cycle cost results are not intended to represent exact values that are to be expected in reality. They should be used only as a means on comparison between different systems.

CRANSTON PUBLIC SCHOOLS
845 PARK AVENUE
CRANSTON, RHODE ISLAND 02910-2790

Edward Collins
Director of Plant Operations

EDGEWOOD ELEMENTARY SCHOOL HVAC PROJECT SCOPE OF WORK

Remove existing HVAC system and replace with new HVAC system that meets all ASHREAE, CHIPS and local building standards and codes. Also addresses IAO (Indoor air quality) of building. New system should reduce operating cost by up to 40%,

PROJECT COST - 2,517,700.00

FUNDING SOURCES

- School CIP, 310,000. State refunds 52 cents on the dollar
- RI Energy bank Loan, 2.2 million

- Demo existing HVAC system
- Remove and replace existing Ceilings
- Install new Chiller
- Install new boiler system
- Install new HW/CW pumps
- Install new Insulated 2-pipe distribution system
- Install two new root top Units
- Install new rooftop energy recover units
- Install new structural supports
- Install new VAV (variable volume boxes) boxes
- Install new supply and return duct work
- Install new fan coil units in each classroom
- Install new air handlers for multipurpose room
- Install new DDC control system
- Install new electrical work in support of HVAC system

PHONE: (401)270-8190/8191 FAX: (401)270-8702 ' TDD: (401)2708115 • EMAIL: ecollins@cpsed.net

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

585

06-16-01

THE CITY OF CRANSTON

ORDINANCE OF THE CITY COUNCIL

IN AMENDMENT OF CHAPTER 10.32 OF TITLE 10 OF THE CODE OF THE CITY OF CRANSTON, 2005, ENTITLED "MOTOR VEHICLES AND TRAFFIC"
(Cranston St., Turner Ave., Vinton St. 3 way stop)

No.

Passed:

John E. Lanni, Jr., Council President

Approved:

Allan W. Fung, Mayor

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

SECTION 1. Title 10.32.020 of the Code of the City of Cranston, 2005, entitled "Stop[Intersections Enumerated" is hereby amended by deleting the following:

[Vinton Avenue, at its intersection with Cranston Street and Turner]
[Turner Avenue, at its intersection with Vinton Avenue]

SECTION 2. Title 10.32.030 of the Code of the City of Cranston, 2005 entitled "Multi-Way Stop Intersections Enumerated" is hereby amended by adding the following:

Cranston Street, Turner Avenue, Vinton Avenue – 3 way stop

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

Positive Endorsement

Christopher Rawson, City Solicitor Date

Negative Endorsement (attach reasons)

Christopher Rawson, City Solicitor Date

Sponsored by Councilman Aceto

Referred to Ordinance Committee July 14, 2016

06-16-02

THE CITY OF CRANSTON

ORDINANCE OF THE CITY COUNCIL

IN AMENDMENT OF CHAPTER 10.32 OF TITLE 10 OF THE CODE OF THE CITY OF CRANSTON, 2005, ENTITLED "MOTOR VEHICLES AND TRAFFIC"
(Fordson Ave and Greenway 2 way stop)

No.

Passed:

_____
John E. Lanni, Jr., Council President

Approved:

_____
Allan W. Fung, Mayor

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

SECTION 1. Title 10.32.020 of the Code of the City of Cranston, 2005, entitled "Stop[Intersections Enumerated" is hereby amended by adding the following:

Greenway at its intersection with Fordson Avenue

Fordson Avenue, heading west only at its intersection with Greenway

SECTION 2. Title 10.32.030 of the Code of the City of Cranston, 2005 entitled "Multi-Way Stop Intersections Enumerated" is hereby amended by deleting the following:

[Fordson Avenue and Greenway Street– 3 way stop]

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

Positive Endorsement

_____
Christopher Rawson, City Solicitor Date

Negative Endorsement (attach reasons)

_____
Christopher Rawson, City Solicitor Date

Sponsored by Councilman Botts

Referred to Ordinance Committee July 14, 2016

06-16-03

THE CITY OF CRANSTON

ORDINANCE OF THE CITY COUNCIL

IN AMENDMENT OF CHAPTER 10.32 OF TITLE 10 OF THE CODE OF THE CITY OF CRANSTON, 2005, ENTITLED "MOTOR VEHICLES AND TRAFFIC"
(Abbott St and Highland Street -3 way stop)

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 . Title 10.32.030 of the Code of the City of Cranston, 2005 entitled "Multi-Way Stop Intersections Enumerated" is hereby amended by adding the following:

Abbott Street and Highland Street - 3 way stop

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

Positive Endorsement

_____
Christopher Rawson, City Solicitor Date

Negative Endorsement (attach reasons)

_____
Christopher Rawson, City Solicitor Date

Sponsored by Councilman Paplauskas

Referred to Ordinance Committee July 14, 2016

06-16-4

THE CITY OF CRANSTON

ORDINANCE OF THE CITY COUNCIL

IN AMENDMENT OF CHAPTER 10.32 OF TITLE 10 OF THE CODE OF THE CITY OF CRANSTON, 2005, ENTITLED "MOTOR VEHICLES AND TRAFFIC"
(Case Avenue)

No.

Passed:

_____
John E. Lanni, Jr., Council President

Approved:

_____
Allan W. Fung, Mayor

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

SECTION 1. Title 10.32.020 of the Code of the City of Cranston, 2005, entitled "Stop[Intersections Enumerated" is hereby amended by adding the following:

Case Avenue at its intersection with Fairweather Avenue

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

Positive Endorsement

_____
Christopher Rawson, City Solicitor Date

Negative Endorsement (attach reasons)

_____
Christopher Rawson, City Solicitor Date

Sponsored by Council President Lanni

Referred to Ordinance Committee July 14, 2016

6-16-05

THE CITY OF CRANSTON

ORDINANCE OF THE CITY COUNCIL

IN AMENDMENT OF TITLE 6.08 OF THE CODE OF THE CITY OF CRANSTON, 2005, ENTITLED "ANIMALS GENERALLY"
(Leashed Dogs on Walking Trails)

No.

Passed:

_____
John E. Lanni, Jr., Council President

Approved:

_____
Allan W. Fung, Mayor

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

SECTION 1. Title 6.08.190 entitled "Miscellaneous Provisions" is hereby amended as follows:

6.18.190 Miscellaneous provisions.

A.

No dogs or other domestic animal shall be allowed in schoolyards or on school property, whether at large or under restraint, unless they are seeing-eye dogs, service dogs or official law enforcement canines.

B.

No dogs or other domestic animal shall be allowed in any stores or eating places within the city, whether at large or under restraint, unless they are seeing-eye dogs, service dogs or official law enforcement canines.

C.

No dog shall be allowed on any city-owned recreational facility, ball field or playground, or walking track, whether at large or under restraint, seeing-eye dogs, so-called excepted. Dogs under restraint shall be allowed on walking trails in natural areas, including, but not limited to, trails at the Knight Farm property and along the Pawtuxet River.

D.

All complaints made under the provisions of this chapter shall be made to the dog officer or any police officer and may be made orally, provided, however, that such complaint is within forty-eight (48) hours, reduced to writing on forms provided by the dog officer and shall be signed by the complainant showing his or her address and telephone number, if any.

E.

The city council may establish by resolution a public dog pound at such place in the city as it may deem convenient and proper.

F.

The city clerk shall not issue to any person, or to more than one person residing at the same address, licenses for more than two dogs unless the dog officer shall certify in writing to the city clerk that the premises at which such dogs are proposed to be kept are suitable for the keeping of more than two dogs and that the keeping of more than two dogs therein will not tend to create a nuisance.

G.

It shall be unlawful for any person to own or keep within the city more than two dogs, one or more of which are unlicensed, and who does not have a kennel license for the keeping of such dogs.

H.

It shall be unlawful for any person or persons at the same address to own or keep within the city more than four cats, unless the premises are lawfully used for a kennel or pet shop.

I.

The animal control officer shall charge a fee, as specified in the following schedule, to be paid by the owner of any dog or cat taken to the animal shelter for the purpose of transferring title or for the disposal of said animal according to law.

Fee Schedule

For each adult (six mos. or older) dog	$20.00
For each puppy	5.00
For each adult (six mos. or older) cat	10.00
For each kitten	5.00

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

Positive Endorsement

Christopher Rawson , City Solicitor Date

Negative Endorsement (attach reasons)

Christopher Rawson, City Solicitor Date

Sponsored by Councilman Stycos

Referred to Ordinance Committee July 14, 2016

6-16-06

THE CITY OF CRANSTON

ORDINANCE OF THE CITY COUNCIL

TRANSFERRING APPROPRIATIONS AND AMENDING THE BUDGET FOR THE FISCAL YEAR COMMENCING JULY 1, 2015 AND ENDING JUNE 30, 2016 - (4th Quarter Transfers/Supplemental Appropriations)

No.

Passed:

_____
John E. Lanni, Council President

Approved:

_____
Allan W. Fung, Mayor

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

SECTION 1: The following sections of the budget for the fiscal year ending June 30, 2016 are hereby amended to read as follows:

DEPT. OF LAW	
[Outside Legal Service]	[$250,000]
Outside Legal Service	$400,000
DEPT. OF PERSONNEL	
[Part-time Help]	[$33,000]
Part-time Help	$38,000
MUNICIPAL COURT	
[Advance Payment-State of RI]	[$40,000]
Advance Payment-State of RI	$140,000
CITY PLANNING COMMISSION	
[Federal Grants]	[$866,817]
Federal Grants	$276,817
FINANCE DEPARTMENT	
[Severance]	[$80,000]
Severance	$130,000

CITY CONTROLLER OFFICE

[Differential]	[$7,424]
Differential	$17,424

FIRE DEPARTMENT

[Severance]	[$295,613]
Severance	$195,613
[Homeland Security Expense]	[$100,000]
Homeland Security Expense	$0
[Grant Match Fund]	[$800,000]
Grant Match Fund	$420,000

POLICE DEPARTMENT

[Salary Schedule]	[$9,913,574]
Salary Schedule	$10,913,574

RESCUE FUND

[Public Fund for Rescue]	[$2,000,000]
Public Fund for Rescue	$1,500,000

DEPT. OF PUBLIC WORKS

[Lighting Streets]	[$1,375,000]
Lighting Streets	$1,625,000

DEPARTMENT OF PARKS AND RECREATION

[Salary Schedule]	[$903,123]
Salary Schedule	$1,003,123

HABOR MASTER

[Departmental Expenses]	[$2,000]
Departmental Expenses	$7,000

SUPPLEMENTAL APPROPRIATIONS:

CARE OF TREES

[Spraying and Care of Trees]	[$115,000]
Spraying and Care of Trees	$489,000

DEPT. OF PUBLIC WORKS

[FEMA Reimbursement]	[$0]
FEMA Reimbursement	$374,000

CDBG-REVENUES		
	[CDBG-Program Income]	[$160,000]
	CDBG-Program Income	$460,000
CDBG-EXENDITURES		
	[Program Project]	[$1,063,959]
	Program Project	$1,363,959

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

Positive Endorsement

Christopher Rawson, Solicitor Date

Negative Endorsement (attach reasons)

Christopher Rawson, Solicitor Date

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

Allan W. Fung, Mayor Date

Fiscal Note
I hereby certify that it is anticipated that sufficient funds will be available to fund this appropriation.

Robert F. Strom, Director of Finance

Sponsored by Mayor Fung

Referred to Finance Committee July 14, 2016

6-16-07

CITY OF CRANSTON

ORDINANCE OF THE CITY COUNCIL

RATIFYING THE TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN & HELPERS OF AMERICA LOCAL UNION NO. 251 MUNICIPAL EMPLOYEES (FY July 1, 2015 – June 30, 2018)

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 corporate officials, bargained collectively with the Teamsters, Chauffeurs, Warehousemen & Helpers of America Local Union 251 Municipal Employees, ("Local 251") which is the certified bargaining representative of municipal workers as set forth in the contract; and Local 251 and the City of Cranston have reached an understanding respecting the terms of a contract resulting from concession bargaining.

Section 2. That agreement in writing between the City of Cranston and Local 251, a copy of which is attached hereto and made a part hereof, is hereby ratified, confirmed and approved by this City Council.

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

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.14.17.

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

Positive Endorsement

_____
Christopher M. Rawson, Solicitor

Negative Endorsement (attach reasons)

_____
Christopher M. Rawson, Solicitor

Fiscal Note

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

_____

Robert F. Strom, Director of Finance

Sponsored by Allan W. Fung, Mayor

Referred to Finance Committee July 14, 2016

TENTATIVE AGREEMENT
THE CITY OF CRANSTON AND TEAMSTERS UNION LOCAL 251

This Tentative Agreement is made and entered into effective as of the 15th day of June, 2016 by and between the City of Cranston ("City") and Teamsters Local Union 251 ("Union").

WHEREAS, the parties have conducted good faith negotiations pursuant to R.I. Gen. Laws. §28-7 et seq. and §28-9.2 et seq.;

WHEREAS, the parties' negotiations have resulted in this Tentative Agreement for a Collective Bargaining Agreement, which Agreement shall be effective from July 1, 2015 to June 30, 2018, and thereafter as provided;

WHEREAS, the Collective Bargaining Agreement resulting from the Tentative Agreement shall be subject to ratification by both the City's and Union's authorized ratifying bodies; and

WHEREAS, the parties hereby desire to codify their agreement and be bound by the same.

WHEREAS, except as modified by this tentative agreement the collective bargaining agreement dated July 1, 2012 to June 30, 2015 shall remain in full force and effect.

THEREFORE, the parties agree as follows:

The parties acknowledge and agree that the enforceability of this Tentative Agreement is subject to ratification by the Cranston City Council and members of the Union and that the failure of either the City Council or the Union membership to ratify this Tentative Agreement shall make this entire agreement null and void.

Said collective bargaining agreement between the City and the Union dated July 1, 2012 through June 30, 2015 is hereby modified as follows:

1. Article 2 is amended by adding a new Section 6 as follows:

Section 6. D.R.I.V.E

Effective July 1, 2015 through June 30, 2018, the Employer agrees to deduct from the paycheck of all employees who submit authorization cards and are covered by this Agreement voluntary contributions to D.R.I.V.E. D.R.I.V.E. shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to:

Teamsters RI DRIVE PAC
DRIVE Accounting Department
Int'l Brotherhood of Teamsters
25 Louisiana Avenue, NW
Washington DC 20001

RECEIVED
2016 JUN 23 PM 3:36
CRANSTON
CITY CLERK

Send on a monthly basis, in one check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number and the amount deducted from the employee's paycheck. No such authorization shall be recognized if in violation of State and Federal law. No deductions shall be made which is prohibited by applicable law.

2. Section 2 of Article 3 is amended as follows:

SECTION 2. NON-DISCRIMINATION.

The Employer and the Union agree that they will continue policies of non-discrimination on the basis of an individual's race, color, national origin, religious affiliation, gender, age, sexual orientation or preference, **transgender status/gender identity**, or other basis of discrimination recognized by state or federal law. The Employer and Union mutually agree that there will be no discrimination against an employee because he is not a member of the Union or because he engages or does not engage in activities protected by the Rhode Island State Labor Relations Act.

3. Section 5 of Article 6 is amended as follows

SECTION 5. INCLEMENT WEATHER

When the outdoor temperature, as indicated from the official temperature ~~gauge at Western Hills Middle School~~, **reported for Cranston, RI at the NOAA National Weather Service Website** rises above 91 degrees Fahrenheit or falls below 19 degrees Fahrenheit, or the wind-chill factor falls below -4 Fahrenheit, such that employees covered under the City's collective bargaining agreement with LIUNA 1322 are excused from outside work, foremen and general foremen in the Highway Division and Parks and Recreation Department shall also be excused from outside work. The City retains the right to re-assign employees to alternate work if such weather conditions referenced above exist.

Foremen and General Foremen in Parks and Recreation and Highway Division may be required to work in inclement weather as needed to complete storm and other disaster related cleanup activities assigned to those departments, to protect public health and safety.

On any workday that the Governor of Rhode Island issues an executive order declaring a statewide emergency travel ban due to severe weather, any employee whose work assignment and duties are not related to storm response or cleanup shall receive his or her regular pay for a shift during which such emergency travel ban prevents that employee from travel to his or her regular workplace for more than half of said employee's regular work hours. In the absence of such an order or travel ban, any employee who seeks to use vacation, compensatory, or personal leave due to inclement weather shall contact his or her supervisor as early as possible to request approval, which shall not be unreasonably denied.

4. Section 1 of Article 8 is amended in its entirety to read as follows:

SECTION 1. SALARIES AND WAGES

(a) Each employee covered by this agreement shall be paid the salary or wage designated for his position in accordance with the City's pay plans in the salary or wage range applicable to each position for the fiscal years July 1, 2015 to June 30, 2018, with any step increase within the range for which said employee is eligible. Payday shall be every other Friday. In the event that a regular payday shall fall on a holiday, then payment shall be made on the working day preceding the holiday. The City's pay plans for the fiscal years referenced above are incorporated by reference herein and made a part hereof. The increases to the pay plans during the term of this agreement shall be as follows:

Fiscal Year Increase

~~July 1, 2012 – June 30, 2013 – 1.5%~~

~~July 1, 2013 – June 30, 2014 – 2.5%~~

~~July 1, 2014 – June 30, 2015 – 2.5%~~

July 1, 2015 – June 30, 2016 – Sixty cents ($0.60) per hour

July 1, 2016 – December 31, 2016 – Forty cents ($0.40) per hour

January 1, 2017 – June 30, 2017 – Forty cents ($0.40) per hour

July 1, 2017 – June 30, 2018 – Seventy-five cents ($0.75) per hour

(b) Dispatchers shall receive pay differential of $0.15 per hour for second shift and $0.30 per hour for third shift.

(c) ~~Members~~ **Employees** whose job duties require a Commercial Drivers License (CDL) shall receive ~~on July 1, 2010 a $0.75~~ **One Dollar ($1.00) per hour** differential for maintaining said license ~~and shall receive on July 1, 2011 an additional $0.25 per hour~~. The ~~member~~ **employees** shall be subject to all terms and requirements of applicable laws pertaining to such licensing. The City retains the right to verify eligibility for this incentive premium, including requesting written documentation of valid licenses at any time.

(d) Upon ratification of this Agreement, any employee receiving a differential payment for possession of a CDL, who demonstrates a documented pattern of unavailability to the City for operation of equipment that requires a CDL, shall be notified in writing of such documented pattern (a copy of which notice shall be provided to the Union) and upon such notice forfeit this differential payment. Such employee may appeal the loss of differential, which appeal shall be considered by the Director of administration or his or her designee and the employee's supervisor or department head, in a meeting with the employee's Union representative. If upheld on appeal, the forfeiture of differential payments shall continue until such time as the employee demonstrates availability to the City for operation of equipment that requires a CDL and the differential shall be restored immediately once said employee reports for work for the purpose of operating equipment that requires a CDL. So long as said employee possesses a CDL, he or she shall remain on regular overtime and call

back lists and shall be offered opportunities to operate equipment requiring a CDL in accordance with this Agreement, and without regard to the forfeiture of the differential payment. Any dispute relative to the written notice and any forfeiture, including the duration of the forfeiture, shall be subject to the grievance process.

5. Paragraph A) of Section 1 of Article 9 is amended as follows:

A) The City agrees to offer a Preferred Provider Organization (PPO) plan for each member of the Union and his family or domestic partner. Each employee shall pay a percentage of the monthly working rate for the City for the plan chosen, deducted bi-weekly from the employee's paycheck. The co-share percentage will be maintained at 20% of the ~~2012~~ **2015, 2016, and 2017** working rate for the current term of this contract. The PPO plan will include the following: $ 15.00 co-pays for office visits, and specialists, $ 35.00 for urgent care visits, and $100.00 co-pay for emergency room visits for each occurrence. However, the $100 emergency room co-pay shall be waived if the member or his family or domestic partner is admitted to the hospital following the visit. Additionally, if there is no urgent care center open, the member may seek a waiver of the $100 emergency room co-pay from the City, less the $ 35.00 urgent care co-pay.

6. Section 2 of Article 11 is amended as follows:

SECTION 2. NEW ENGLAND TEAMSTERS AND TRUCKING INDUSTRY PENSION FUND

The City agrees to contribute for each hour worked, up to forty (40) hours per week, the following amounts to the New England Teamsters and Trucking Industry Pension Fund, in accordance with the plan adopted by its trustees.

Dates	Hourly Contribution	
July 1, 2015 – June 30, 2016	**$1.25**	~~(10% MOB)~~
July 1, 2016 – June 30, 2017	**$1.35**	~~(10% MOB)~~
July 1, 2017 – June 30, 2018	**$1.46**	~~(10% MOB)~~

7. Article 13 is amended by adding a new Section 2 as follows:

SECTION 2. OUT OF CLASSIFICATION ASSIGNMENT

No employee shall be required to work outside of his/her classification for a period in excess of four (4) months unless agreed upon by the parties and the individual employee. In all cases of such out of classification assignments the employee shall be paid in accordance with Section 1. of this Article or his/her regular classification and step rate, whichever is greater. The Employer agrees to require out of classification work assignments only when reasonably necessary to fill vacancies or unforeseen circumstances.

8. Section 4 and Section 5 of Article 14 are amended as follows:

SECTION 4. SICK LEAVE ACCRUAL, ACCUMULATION AND EXTENSION.

Sick leave shall be granted at the rate as follows:

0-5 years of employment – 18 days

5-10 years of employment – 25 days

Greater than 10 years - 30

An employee may accumulate and carryover unused sick leave from year to year, but in no event shall the accumulation exceed one hundred fifty (150) days. Sick time shall be granted on January 1st of each year for the upcoming year of employment. Employees in their first year of employment will receive a pro-rated version based on the number of months remaining in the year. Additionally, upon the termination of employment for any reason including but not limited to retirement, ~~termination for cause~~, or lay-off's, the employee will have a pro-rated amount of days deducted from their total days for purposes of severance calculation as determined by the month of departure assuming the first of the month as the date of accrual. During the month of January in each year, the Employer shall cause to be published and dispatched to the employees covered by this Agreement their present entitlement under this clause. Employees with five (5) years of service or more may be granted up to an additional ninety (90) days sick leave for catastrophic illness or injury so as to require a prolonged period of treatment and recuperation (shall apply to one illness or injury). The city shall have the right to review and take into consideration an employee's past attendance before granting any extension.

SECTION 5. PAYMENT OF UNUSED SICK LEAVE.

Employees who have completed less than ten (10) years of service shall not be entitled to payment of unused, accumulated sick leave upon resignation, retirement or death prior to retirement. Employees who have completed ten (10) years of service in good standing shall be paid one-third (1/3) the value of their unused, accumulated sick leave, at the time of resignation, retirement or death prior to retirement to a maximum of forty (40) days. **Employees hired after July 1, 2015 who have completed ten (10) years of service in good standing shall be paid one-third (1/3) the value of their unused, accumulated sick leave, at the time of resignation, retirement or death prior to retirement to a maximum of thirty-five (35) days.** Employees who have completed twenty (20) years of service in good standing shall be paid one-half (1/2) the value of their unused, accumulated sick leave, at the time of resignation, retirement or death prior to retirement or death prior to retirement to a maximum of sixty (60) days. **Employees hired after July 1, 2015 who have completed twenty (20) years of service in good standing shall be paid one-half (1/2) the value of their unused, accumulated sick leave, at the time of resignation, retirement or death prior to retirement or death prior to retirement to a maximum of fifty-five (55)** days. Any and all buyouts of sick leave under this section shall be based on an accumulation of one hundred twenty (120) days.

9. Section 3 of Article 15 is amended as follows:

SECTION 3. SCHEDULING

The Employer shall retain the final right to approve, deny and schedule all vacations; such approval shall not be unreasonably withheld, **and the Employer shall notify employees as soon as reasonably possible of the decision to approve or deny vacation requests**. An employee shall submit to his department director or his designee, in writing, his vacation request, exceeding one (1) day. Vacation requests may be made in hourly increments, and such requests shall be made one (1) week in advance, to the extent practicable.

10. Section 3 of Article 20 is amended as follows:

SECTION 3. EXPUNGEMENT.

If a disciplined employee has not engaged in any further misconduct or violated applicable employment policies, rules or regulations, and has otherwise satisfactorily performed the duties and responsibilities of his position, then he shall be eligible to have documentation of the following forms of discipline expunged from his employment records after the expiration of the time period indicated.

Form of Discipline Time Period

Written Reprimand One year from issuance.

Suspension Three years from the final date of the suspension term **(and upon expungement seniority shall be restored**).

Demotion Three years from the effective date of demotion

An employee's request for expungement will not be considered by the Employer unless it is submitted in writing to his department head and a copy of that notice is contemporaneously delivered to the Director of Personnel.

The Employer shall not be arbitrary or capricious in denying expungement in accordance with this Section (Article 20, Section 3). Notice of expungement shall be in writing and copied to the affected employee and to the Union.

11. Section 1 of Article 23 is amended as follows:

SECTION 1. NOTIFICATION OF VACANCIES.

~~The Business Agent or another officer of the Union shall be notified in writing, within a reasonable period of time, of all openings, vacancies and reassignments of bargaining unit work and/or employees. The time for filing a grievance over such action shall begin to run upon the Union's receipt of such written notice.~~

The six Union Stewards shall be notified by email, within ten (10) work days, of all openings, vacancies, and reassignments of bargaining unit work and/or employees. The

time for filing a grievance over such action shall begin to run upon the transmission date/time of the email to the six Union Stewards.

12. Section 1 of Article 26 is amended as follows:

SECTION 1. ITEMS PROVIDED BY THE CITY.

A. The City shall furnish Police Dispatchers with six (6) shirts, three (3) pair of pants, and one (1) belt on a yearly basis. The City shall furnish Animal Shelter Personnel with ~~two (2)~~ **three (3)** pair of **work** pants, ~~two (2)~~ **three (3)** short sleeve shirts and ~~two (2)~~ **three (3)** long sleeve shirts and one (1) pair of boots annually.

B. The City shall furnish ~~Highway~~ Foreman and General Foremen ~~in the Highway Division and the Parks and Recreation Department~~ with a uniform allowance of $550.00 annually.

C. The City shall furnish ~~Building~~ Inspectors and **Code Compliance Officers in the Department of Building Inspections** with one set of Rain Gear (Coat, Pants, Boots). Replacement of lost or damaged items will be the responsibility of ~~the~~ **such** Inspectors **and Code Compliance Officers**.

13. Article 29 is amended by adding a new Section 10 as follows:

SECTION 10. USE OF CITY OWNED COMPUTERS, TELEPHONES AND SIMILAR DEVICES.

Employees who have access to any city-owned device or technology are permitted to use any such device or technology solely for the conduct of official city business and any other use is prohibited. Unlawful or inappropriate use of the internet (including without limitation, any use of the internet that is unlawful or offensive, involves obscene or pornographic material), improper use of confidential, copyrighted or otherwise protected information, and the personal use of social media platforms are strictly prohibited. Inappropriate use of email, including the use of City email services for personal or political purposes and the distribution of email messages involving inappropriate, vulgar, profane, or offenses language or images is strictly prohibited. Employee use of technology and devices, including file servers and email service may be monitored to ensure compliance with these restrictions.

14. Section 1 of Article 32 is amended as follows:

SECTION 1. DURATION OF AGREEMENT.

This agreement is effective from July 1, ~~2012~~ **2015** – June 30, ~~2015~~ **2018.**

The Table of Contents shall be updated to reflect the terms of this agreement.

IN WITNESS WHEREOF, the City of Cranston has caused this Tentative Agreement to be executed by its Mayor and Director of Administration hereunto duly authorized, the day and year first above written and the said Teamsters Local Union No. 251, has caused this instrument to be signed by its Business Agent, hereunto duly authorized the day and year first above written.

CITY OF CRANSTON:

Mayor Allan W. Fung

Director of Administration, Robert Coupe

TEAMSTERS LOCAL UNION NO 251

Alan Torigian, Business Agent

6-16-08

THE CITY OF CRANSTON

ORDINANCE OF THE CITY COUNCIL

IN AMENDMENT OF TITLE 2 OF THE CODE OF THE CITY OF CRANSTON, 2005, ENTITLED "HEALTH AND SAFETY"
(Dumping Mattress Fines)

No.

Passed:

John E. Lanni, Jr., Council President

Approved:

Allan W. Fung, Mayor

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

Section 1. Title 8 Chapter 8.28.100 entitled PENALTIES FOR ENVIRONMENTAL VIOLATIONS, is hereby amended to read as follows:

8.28.100 - Penalties for environmental violations.
A. The general penalties provided for by Sections 10.04.080 and 15.12.290 of this code shall apply to violations of this section and of Sections 15.12.290 and 8.28.100 or any regulations made thereunder, except that any person electing to appear before the clerk of court, or mailing the same in lieu of a personal appearance before the Cranston municipal court and admitting the violation charged, shall be punished by a fine as hereinafter respectively set forth:

OFFENSE	FINE
Illegal Dumping of Mattresses	**$500.**
Improper or early placement of household trash	$50.
Improper storage of commercial trash	$50.
Trash hauling without license	$100.
Littering	$50.
Depositing garbage in container of another	$50.
Illegal dumping of over one cubic yard of litter	$200.
Illegal dumping of heavy litter	$200.
Violation of recycling ordinance	$50.
Scavenging	$50.
Violation of dumpster ordinance	$100.
Improper maintenance of land	$50.

Tall grass, etc.	
Accumulation or mismanagement of trash, junk, etc.	
Other	$50.

B. In the event any of the foregoing stated fines are not paid or a plea of not guilty to the citation is not entered prior to the fourteenth (14th) day after date of violation, said fines shall be doubled.

C. In the event any of the foregoing stated fines are not paid or a plea of not guilty to the citation is not entered subsequent to the fourteenth (14th) day and prior to the twenty-eighth (28th) day after date of violation, said fines shall triple.

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

Positive Endorsement

_____

Christopher Rawson, City Solicitor Date

Negative Endorsement (attach reasons)

_____

Christopher Rawson, City Solicitor Date

Sponsored by: Council Vice President Richard Santamaria

Referred to Public Works Committee July 11, 2016

6-16-09

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 – 100 Sockanosset Crossroad)

No.

Passed:

_____
John E. Lanni, Jr., Council President

Approved:

_____
Allan Fung, Mayor

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

SECTION 1: That the Zoning Map accompanying and made a part of Chapter 17 of the Code of the City of Cranston, Rhode Island, 2005, entitled "Zoning", as adopted January 24, 1966, as amended, is hereby further amended, by deleting therefrom the following:

By deleting from M-2 and S-1 Districts, all of Plat 14, Lot 2 and a portion of Lot 14, Lot 1 located on the Southerly side of Sockanosset Cross Road.

And by adding thereto the following:

C-5 with conditions, set forth in attached Narrative as Exhibit "B", all of Plat 14, Lot 2 and a portion of Lot 1, located on the Southerly side of Sockanosset Cross Road, and described in the attached metes and bounds Exhibit "A"

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

Positive Endorsement:

_____
Christopher Rawson Date

Negative Endorsement: (Attach reasons)

_____
Christopher Rawson Date

Petition filed by 100 Sockanosset LLC

Referred to Ordinance Committee July 14, 2016

6-16-10

THE CITY OF CRANSTON

ORDINANCE OF THE CITY COUNCIL

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

No.

Passed:

_____

John E. Lanni, Jr., Council President

Approved:

_____

Allan W. Fung, Mayor

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

Section 1. That Ordinance No. 2015-11, entitled "Ordinance of the City Council in Amendment of Chapter 17 of the Code of the City of Cranston, 2005, Entitled Zoning (950 Phenix Avenue)", as adopted on May 6, 2015, is hereby amended as follows:

By adding thereto the following uses to be permitted for the commercial / retail building in Section 3: Project Uses in the Pandora Storage Mixed Use Development Narrative Outline and Statement of Purpose as incorporated into Ordinance No. 2015-11:

Commercial Day Care
Educational Institution—Preschool, Primary, Secondary, Charter

By amending the proposed signage plan to allow a one hundred and fifty foot (150') high two-pole pylon billboard measuring fourteen feet by forty-eight feet (14' x 48').

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

Positive Endorsement:

_____
Christopher M. Rawson, City Solicitor Date

Negative Endorsement: (Attach reasons)

_____
Christopher M. Rawson, City Solicitor Date

Petition filed by: Bluedog Capital Partners, LLC and BCPStor Development, LLC

Referred to: Ordinance Committee August 11, 2016

THE CITY OF CRANSTON

RESOLUTION OF THE CITY COUNCIL

AUTHORIZING THE CITY OF CRANSTON TO CONSENT TO MUTUAL AID AGREEMENTS WITH THE TOWN OF COVENTRY, TOWN OF JOHNSTON, CITY OF PROVIDENCE, TOWN OF SCITUATE, CITY OF WARWICK AND THE TOWN OF WEST WARWICK WITH RESPECT TO ITS POLICE DEPARTMENTS

No.

Passed:

John E. Lanni, Jr., City Council President

Resolved that,

WHEREAS, City Council recognizes that there may be instances where the public safety of Cranston may be threatened and in those instances where the Chief of Police may request emergency police assistance from another police department within the State, said request is made pursuant to the "emergency police power" codified in R.I.G.L. Sec. 45-42-1;

WHEREAS, the City Council recognizes that there may be instances where the Chief of Police, may request nonemergency police assistance from another police department within the State, and in those instances, said request is made pursuant to the "nonemergency police power" codified in the R.I.G.L. Sec. 45-42-2; and

WHEREAS, Mutual Aid Agreements have been executed with the City of Cranston and the Town of Coventry, the Town of Johnston, the City of Providence, the Town of Scituate, the City of West Warwick and the Town of West Warwick are attached for review by the City Council.

WHEREAS, the City of Cranston City Council hereby authorizes, approves, confirms and ratifies the aforementioned and attached Mutual Aid Agreements.

SECTION 6. This Resolution shall take effect upon its passage.

Sponsored by Councilman Farina

Referred to Finance Committee July 14, 2016

Allan Fung
Mayor

Colonel Michael J. Winquist
Chief of Police

"A Nationally Accredited Agency"

FIVE GARFIELD AVENUE
CRANSTON, RHODE ISLAND 02920
Phone (401) 942-2211 TDD 943-1410
Fax (401) 477-5112

MUTUAL AID AGREEMENT FOR RHODE ISLAND LAW ENFORCEMENT AGENCIES

I. PURPOSE

The undersigned law enforcement agencies for the City of Cranston ("Cranston") and the Town of Coventry (Coventry) have entered into this mutual aid agreement ("Agreement") as provided for in Rhode Island General Laws ("RIGL") § 45-42-2, for the purpose providing reciprocal police services across jurisdictional lines. This agreement will enhance the capabilities of law enforcement between Cranston and Coventry, and will provide additional protection for its citizens and property located in the affected areas.

Each undersigned law enforcement agency acknowledges that prior to the adoption of an Agreement, each department shall provide a certified copy of a resolution from the Cranston City Council and Coventry Town Council to each other's law enforcement agency authorizing the providing of police services across jurisdictional lines. This Agreement has been fully considered by the parties and it is entered into in the interest of public safety and for the citizens of Cranston and Coventry covered herein.

The undersigned law enforcement agencies shall provide and exchange upon request emergency and non-emergency police services to and from the other agency without limitation but generally in accord with the following guidelines:

II. GEOGRAPHICAL AREA ENCOMPASSED BY THIS AGREEMENT

It is hereby agreed by and between the undersigned law enforcement agencies that the geographical area encompassed by this agreement includes the City of Cranston and the Town of Coventry.

III. GENERAL TERMS AND CONDITIONS

A. For the purpose of this Agreement, mutual aid shall include emergency and non-emergency police services which are requested by one (1) law enforcement agency and are provided by a neighboring law enforcement agency, both of which signatories to this Agreement.

B. A participating agency will provide police services assistance only to the extent that the personnel and equipment are not required for the adequate protection of that agency's own jurisdiction and a request is made by the City or Town identified herein. The command structure of the requested law enforcement agency will have the sole authority to determine the amount of personnel and equipment, if any, that is available for assistance. The ranking officer of the requesting City shall be responsible for all law enforcement decisions pursuant to this Agreement.

C. Whenever the law enforcement agency employees of one (1) cooperating agency are providing police services in order to assist another cooperating agency pursuant to the authority set forth in this Agreement, such employees will have the same powers, duties, right, and immunities for jurisdictional purposes that the requesting agency has within its own jurisdiction.

D. Whenever the law enforcement agency employees of one (1) cooperating agency are providing police services to another cooperating agency, they will be under the lawful direction and authority of the commanding law enforcement officer of the agency to which they are rendering assistance. Officers shall be subject to the code of ethics, policies, and rules and regulations of their employing agency at all times.

E. Any on-duty police officer, who believes that a crime is in progress or that assistance is needed within the geographical area covered by this Agreement, can initiate police assistance.

F. The on-duty police officer requesting police assistance shall notify the officer in charge of his law enforcement agency as soon as possible. The officer in charge shall then request assistance by contacting the cooperating law enforcement agency's command staff.

G. All wage and disability payments, pension payments, worker's compensation claims, or their equivalent as provided for in RIGL § 45-19-1, medical expenses, or any other employment benefits shall be the responsibility of the officer's employing law enforcement agency, unless the requesting law enforcement agency is reimbursed for such costs from any other source. Each agency shall be responsible for any and all negligence of its own employees to the extent specified by law. Nothing herein is

meant to alter any immunity or defense to any legal action or claim allowable to either party.

H. Each of the undersigned law enforcement agencies agree to indemnify and hold harmless the other participating law enforcement agency from liability associated with any and all claims, by whomever made, arising from the negligence of employees of the participating law enforcement agency.

I. Each participating law enforcement agency shall be responsible for any costs arising from loss or damage to equipment or property owned by the law enforcement agency that is incurred while providing assistance.

J. The terms of this Agreement shall be in continuous effect for each participating law enforcement agency from the date of execution. Either participating law enforcement agency may revoke its future contractual obligations hereunder upon providing sixty (60) days written notice to the Chief of Police of the other participating law enforcement agency, sent via regular and certified mail, return receipt requested.

K. No provisions in this Agreement shall derogate any statutory authority of the Rhode Island State Police.

L. In accordance with RIGL § 45-42-2(d), a copy of this Agreement shall be sent to the superintendent of the Rhode Island State Police.

M. Pursuant to RIGL § 45-42-2(e), the parties acknowledge that the governor shall have the authority to suspend an agreement entered into pursuant to said section of the General Laws upon a finding that the suspension is in the interest of public safety.

IV. COOPERATIVE ENFORCEMENT GUIDELINES

The undersigned law enforcement agencies recognize that criminal activities and requests for assistance occur across jurisdictional line and that cooperation between law enforcement agencies can increase the effectiveness of law enforcement and public safety throughout the area encompassed by this Agreement. Either law enforcement agency may proceed by request from the other law enforcement agency generally according to the following guidelines:

A. Whenever an on-duty police officer from one (1) jurisdiction view or otherwise has probable cause to believe that a criminal offense has occurred outside of the police officer's home jurisdiction but within the jurisdiction of the cooperating law enforcement agency, the police officer may make an arrest according to law in the

cooperating jurisdiction, and take any reasonably necessary measures to preserve the crime scene.

B. Whenever an on-duty police officer views from one (1) jurisdiction views or otherwise has probable cause to believe that a serious traffic offense, including any violations related to driving under the influence ("DUI"), has occurred within the jurisdiction of the cooperating agency, the police officer may stop, cite and/or arrest the suspect according to law.

C. Whenever an on-duty police officer views or otherwise is called upon to render aid to a motorist in an area encompassed by this Agreement, the police officer may render emergency aid as necessary. In the event a call for assistance is made wherein it is unknown as to the location of the request for assistance, both law enforcement agencies may dispatch personnel to the appropriate area and render such further assistance as is necessary and as the circumstances may require.

D. In a situation where automated traffic control devices located within the jurisdictional boundaries of one (1) law enforcement agency have malfunctioned and a traffic accident may be imminent unless control is established immediately, assistance from a cooperating law enforcement agency may be provided upon request of the affected jurisdiction.

V. EXECUTION OF AGREEMENT

CITY OF CRANSTON

By: Michael J. Winquist
Colonel Michael J. Winquist, Chief of Police

Date: 5/9/16

Signed and sworn to before me on this _____ day of _____, 2016

_____
Notary Public

My Commission Expires: _____

TOWN OF COVENTRY

By: _____
Colonel John S. McDonald, Chief of Police

Date: 25 May 16

Signed and sworn to before me on this 25th **day of** May **, 2016**

_____
Notary Public

My Commission Expires: 7/2/18

Johnston Police Department
Town of Johnston
1651 Atwood Avenue
Johnston, Rhode Island 02919

Chief of Police
Richard S. Tamburini

Telephone - 231-4210
Fax No. 231-9650

MUTUAL AID AGREEMENT FOR RHODE ISLAND LAW ENFORCEMENT AGENCIES

I. PURPOSE

The undersigned law enforcement agencies for the Town of Johnston ("Town") and the City of Cranston ("City") have entered into this mutual aid agreement ("Agreement") as provided for in Rhode Island General Laws ("RIGL") § 45-42-2, for the purpose of providing reciprocal police services across jurisdictional lines. This Agreement will enhance the capabilities of law enforcement between the Town and the City, and will provide additional protection for its citizens and property located in the affected areas.

Each undersigned law enforcement agency acknowledges that prior to the adoption of an Agreement, each department shall provide a certified copy of a resolution from the Town Council and City Council to each other's law enforcement agency authorizing the providing of police services across jurisdictional lines. This Agreement has been fully considered by the parties and it is entered into in the interest of public safety and for the citizens of the Town and City covered herein.

The undersigned law enforcement agencies shall provide and exchange upon request non-emergency police services to and from the other agency without limitation but generally in accord with the following guidelines:

II. GEOGRAPHICAL AREA ENCOMPASSED BY THIS AGREEMENT

It is hereby agreed by and between the undersigned law enforcement agencies that the geographical area encompassed by this Agreement includes the Town of Johnston and the City of Cranston.

III. GENERAL TERMS AND CONDITIONS

A. For the purposes of this Agreement, mutual aid shall include emergency and non-emergency police services which are requested by one (1) law enforcement agency and are provided by a neighboring law enforcement agency, both of which are signatories to this Agreement.

B. A participating agency will provide police services assistance only to the extent that the personnel and equipment are not required for the adequate protection of that agency's own jurisdiction and a request is made by one the Town or City identified herein. The command structure of the requested law enforcement agency will have the sole authority to determine the amount of personnel and equipment, if any, that is available for assistance. The ranking officer of the requesting Town or City shall be responsible for all law enforcement decisions pursuant to this Agreement.

C. Whenever the law enforcement agency employees of one (1) cooperating agency are providing police services in order to assist another cooperating agency pursuant to the authority set forth in this Agreement, such employees will have the same powers, duties, rights, and immunities for jurisdictional purposes that the requesting agency has within its own jurisdiction.

D. Whenever the law enforcement agency employees of one (1) coordinating agency are providing police services to another cooperating agency, they will be under the lawful direction and authority of the commanding law enforcement officer of the agency to which they are rendering assistance. Officers shall be subject to the code of ethics, policies, and rules and regulations of their employing agency at all times.

E. Any on-duty police officer who believes that a crime is in progress or that assistance is needed within the geographical area covered by this Agreement, can initiate police assistance.

F. The on-duty police officer requesting police assistance shall notify the officer in charge of his law enforcement agency as soon as possible. The officer in charge shall then request assistance by contacting the cooperating law enforcement agency's command staff.

G. All wage and disability payments, pension payments, worker's compensation claims, or their equivalent as provided for in RIGL § 45-19-1, medical expenses, or any other employment benefits shall be the responsibility of the officer's employing law enforcement agency, unless the requesting law enforcement agency is reimbursed for such costs from any other source. Each agency shall be responsible for any and all negligence of its own employees to the extent specified by law. Nothing herein is meant to alter any immunity or other defense to any legal action or claim allowable to either party.

H. Each of the undersigned law enforcement agencies agree to indemnify and hold harmless the other participating law enforcement agency from liability associated with any and all claims, by whomever made, arising from the negligence of employees of the participating law enforcement agency.

I. Each participating law enforcement agency shall be responsible for any costs arising from loss or damage to equipment or property owned by the law enforcement agency that is incurred while providing assistance.

J. The terms of this Agreement shall be in continuous effect for each participating law enforcement agency from the date of execution. Either participating law enforcement agency may revoke its future contractual obligations hereunder upon providing sixty (60) days written notice to the Chief of Police of the other participating law enforcement agency, sent via regular and certified mail, return receipt requested.

K. No provisions in this Agreement shall derogate any statutory authority of the Rhode Island State Police.

L. In accordance with RIGL § 45-42-2(d), a copy of this Agreement shall be sent to the superintendent of the Rhode Island State Police.

M. Pursuant to RIGL § 45-42-2(e). the parties acknowledge that the governor shall have the authority to suspend an agreement entered into pursuant to said section of the General Laws upon a finding that the suspension is in the interest of public safety.

IV. COOPERATIVE ENFORCEMENT GUIDELINES

The undersigned law enforcement agencies recognize that criminal activities and requests for assistance occur across jurisdictional lines and that cooperation between law enforcement agencies can increase the effectiveness of law enforcement and public safety throughout the area encompassed by this Agreement. Either law enforcement agency may proceed by request from the other law enforcement agency generally according to the following guidelines:

A. Whenever an on-duty police officer from one (1) jurisdiction view or otherwise has probable cause to believe that a criminal offense has occurred outside of the police officer's home jurisdiction but within the jurisdiction of the cooperating law enforcement agency, the police officer may make an arrest according to law in the cooperating jurisdiction, and take any reasonably necessary measures to preserve the crime scene.

B. Whenever an on-duty police officer from one (1) jurisdiction views or otherwise has probable cause to believe that a serious traffic offense, including any violations related to driving under the influence ("DUI"), has occurred within the jurisdiction of the cooperating agency, the police officer may stop, cite and/or arrest the suspect according to law.

C. Whenever an on-duty police officer views or otherwise is called upon to render aid to a motorist in an area encompassed by this Agreement, the police officer may render emergency aid as necessary. In the event a call for assistance is made wherein it is unknown as to the location of the request for assistance, both law enforcement agencies may dispatch personnel to the appropriate area and render such further assistance as is necessary and as the circumstances may require.

D. In a situation where automated traffic control devices located within the jurisdictional boundaries of one (1) law enforcement agency have malfunctioned and a traffic accident may be imminent unless control is established immediately, assistance from a cooperating law enforcement agency may be provided upon request of the affected jurisdiction.

V. EXECUTION OF AGREEMENT

TOWN OF JOHNSTON,

By: _____
Richard S. Tamburini, Chief of Police

Date: 4-15-16

Signed and sworn to before me on this 15th **day of** April**, 2016.**

_____
Notary Public

My Commission Expires: October 21, 2018

CITY OF CRANSTON,

By: _____
Michael J. Winquist, Chief of Police

Date: 5-27-16

Signed and sworn to before me on this 26th **day of** May**, 2016.**

_____
Notary Public

My Commission Expires: _____

Allan Fung
Mayor

Colonel Michael J. Winquist
Chief of Police

"A Nationally Accredited Agency"

FIVE GARFIELD AVENUE
CRANSTON, RHODE ISLAND 02920
Phone (401) 942-2211 TDD 943-1410
Fax (401) 477-5112

MUTUAL AID AGREEMENT FOR RHODE ISLAND LAW ENFORCEMENT AGENCIES

I. PURPOSE

The undersigned law enforcement agencies for the City of Cranston ("Cranston") and the City of Providence ("Providence") have entered into this mutual aid agreement ("Agreement") as provided for in Rhode Island General Laws ("RIGL") § 45-42-2, for the purpose providing reciprocal police services across jurisdictional lines. This agreement will enhance the capabilities of law enforcement between Cranston and Providence, and will provide additional protection for its citizens and property located in the affected areas.

Each undersigned law enforcement agency acknowledges that prior to the adoption of an Agreement, each department shall provide a certified copy of a resolution from the Cranston City Council and Providence City Council to each other's law enforcement agency authorizing the providing of police services across jurisdictional lines. This Agreement has been fully considered by the parties and it is entered into in the interest of public safety and for the citizens of Cranston and Providence covered herein.

The undersigned law enforcement agencies shall provide and exchange upon request emergency and non-emergency police services to and from the other agency without limitation but generally in accord with the following guidelines:

II. GEOGRAPHICAL AREA ENCOMPASSED BY THIS AGREEMENT

It is hereby agreed by and between the undersigned law enforcement agencies that the geographical area encompassed by this agreement includes the City of Cranston and the City of Providence.

III. GENERAL TERMS AND CONDITIONS

A. For the purpose of this Agreement, mutual aid shall include emergency and non-emergency police services which are requested by one (1) law enforcement agency and are provided by a neighboring law enforcement agency, both of which signatories to this Agreement.

B. A participating agency will provide police services assistance only to the extent that the personnel and equipment are not required for the adequate protection of that agency's own jurisdiction and a request is made by one of the Cities identified herein. The command structure of the requested law enforcement agency will have the sole authority to determine the amount of personnel and equipment, if any, that is available for assistance. The ranking officer of the requesting City shall be responsible for all law enforcement decisions pursuant to this Agreement.

C. Whenever the law enforcement agency employees of one (1) cooperating agency are providing police services in order to assist another cooperating agency pursuant to the authority set forth in this Agreement, such employees will have the same powers, duties, right, and immunities for jurisdictional purposes that the requesting agency has within its own jurisdiction.

D. Whenever the law enforcement agency employees of one (1) cooperating agency are providing police services to another cooperating agency, they will be under the lawful direction and authority of the commanding law enforcement officer of the agency to which they are rendering assistance. Officers shall be subject to the code of ethics, policies, and rules and regulations of their employing agency at all times.

E. Any on-duty police officer, who believes that a crime is in progress or that assistance is needed within the geographical area covered by this Agreement, can initiate police assistance.

F. The on-duty police officer requesting police assistance shall notify the officer in charge of his law enforcement agency as soon as possible. The officer in charge shall then request assistance by contacting the cooperating law enforcement agency's command staff.

G. All wage and disability payments, pension payments, worker's compensation claims, or their equivalent as provided for in RIGL § 45-19-1, medical expenses, or any other employment benefits shall be the responsibility of the officer's employing law enforcement agency, unless the requesting law enforcement agency is reimbursed for such costs from any other source. Each agency shall be responsible for any and all negligence of its own employees to the extent specified by law. Nothing herein is

meant to alter any immunity or defense to any legal action or claim allowable to either party.

H. Each of the undersigned law enforcement agencies agree to indemnify and hold harmless the other participating law enforcement agency from liability associated with any and all claims, by whomever made, arising from the negligence of employees of the participating law enforcement agency.

I. Each participating law enforcement agency shall be responsible for any costs arising from loss or damage to equipment or property owned by the law enforcement agency that is incurred while providing assistance.

J. The terms of this Agreement shall be in continuous effect for each participating law enforcement agency from the date of execution. Either participating law enforcement agency may revoke its future contractual obligations hereunder upon providing sixty (60) days written notice to the Chief of Police of the other participating law enforcement agency, sent via regular and certified mail, return receipt requested.

K. No provisions in this Agreement shall derogate any statutory authority of the Rhode Island State Police.

L. In accordance with RIGL § 45-42-2(d), a copy of this Agreement shall be sent to the superintendent of the Rhode Island State Police.

M. Pursuant to RIGL § 45-42-2(e), the parties acknowledge that the governor shall have the authority to suspend an agreement entered into pursuant to said section of the General Laws upon a finding that the suspension is in the interest of public safety.

IV. COOPERATIVE ENFORCEMENT GUIDELINES

The undersigned law enforcement agencies recognize that criminal activities and requests for assistance occur across jurisdictional line and that cooperation between law enforcement agencies can increase the effectiveness of law enforcement and public safety throughout the area encompassed by this Agreement. Either law enforcement agency may proceed by request from the other law enforcement agency generally according to the following guidelines:

A. Whenever an on-duty police officer from one (1) jurisdiction view or otherwise has probable cause to believe that a criminal offense has occurred outside of the police officer's home jurisdiction but within the jurisdiction of the cooperating law enforcement agency, the police officer may make an arrest according to law in the

cooperating jurisdiction, and take any reasonably necessary measures to preserve the crime scene.

B. Whenever an on-duty police officer views from one (1) jurisdiction views or otherwise has probable cause to believe that a serious traffic offense, including any violations related to driving under the influence ("DUI"), has occurred within the jurisdiction of the cooperating agency, the police officer may stop, cite and/or arrest the suspect according to law.

C. Whenever an on-duty police officer views or otherwise is called upon to render aid to a motorist in an area encompassed by this Agreement, the police officer may render emergency aid as necessary. In the event a call for assistance is made wherein it is unknown as to the location of the request for assistance, both law enforcement agencies may dispatch personnel to the appropriate area and render such further assistance as is necessary and as the circumstances may require.

D. In a situation where automated traffic control devices located within the jurisdictional boundaries of one (1) law enforcement agency have malfunctioned and a traffic accident may be imminent unless control is established immediately, assistance from a cooperating law enforcement agency may be provided upon request of the affected jurisdiction.

V. EXECUTION OF AGREEMENT

CITY OF CRANSTON

By: Michael J Winquist
Colonel Michael J. Winquist, Chief of Police

Date: 5/9/16

Signed and sworn to before me on this 9th **day of** May **, 2016**

Staci Hunt
Notary Public

My Commission Expires: 9/13/16

CITY OF PROVIDENCE

By: Hugh T. Clements, Jr.
Colonel Hugh T. Clements, Chief of Police

Date: 5-16-16

Signed and sworn to before me on this 16 day of May, 2016

Jeanne M. Pinheiro
Notary Public

My Commission Expires: 2/23/2019

Allan Fung
Mayor

Colonel Michael J. Winquist
Chief of Police

"A Nationally Accredited Agency"

FIVE GARFIELD AVENUE
CRANSTON, RHODE ISLAND 02920
Phone (401) 942-2211 TDD 943-1410
Fax (401) 477-5112

MUTUAL AID AGREEMENT FOR RHODE ISLAND LAW ENFORCEMENT AGENCIES

I. PURPOSE

The undersigned law enforcement agencies for the City of Cranston ("Cranston") and the Town of Scituate (Scituate) have entered into this mutual aid agreement ("Agreement") as provided for in Rhode Island General Laws ("RIGL") § 45-42-2, for the purpose providing reciprocal police services across jurisdictional lines. This agreement will enhance the capabilities of law enforcement between Cranston and Scituate, and will provide additional protection for its citizens and property located in the affected areas.

Each undersigned law enforcement agency acknowledges that prior to the adoption of an Agreement, each department shall provide a certified copy of a resolution from the Cranston City Council and Scituate Town Council to each other's law enforcement agency authorizing the providing of police services across jurisdictional lines. This Agreement has been fully considered by the parties and it is entered into in the interest of public safety and for the citizens of Cranston and Scituate covered herein.

The undersigned law enforcement agencies shall provide and exchange upon request emergency and non-emergency police services to and from the other agency without limitation but generally in accord with the following guidelines:

II. GEOGRAPHICAL AREA ENCOMPASSED BY THIS AGREEMENT

It is hereby agreed by and between the undersigned law enforcement agencies that the geographical area encompassed by this agreement includes the City of Cranston and the Town of Scituate.

III. GENERAL TERMS AND CONDITIONS

A. For the purpose of this Agreement, mutual aid shall include emergency and non-emergency police services which are requested by one (1) law enforcement agency and are provided by a neighboring law enforcement agency, both of which signatories to this Agreement.

B. A participating agency will provide police services assistance only to the extent that the personnel and equipment are not required for the adequate protection of that agency's own jurisdiction and a request is made by the City or Town identified herein. The command structure of the requested law enforcement agency will have the sole authority to determine the amount of personnel and equipment, if any, that is available for assistance. The ranking officer of the requesting City shall be responsible for all law enforcement decisions pursuant to this Agreement.

C. Whenever the law enforcement agency employees of one (1) cooperating agency are providing police services in order to assist another cooperating agency pursuant to the authority set forth in this Agreement, such employees will have the same powers, duties, right, and immunities for jurisdictional purposes that the requesting agency has within its own jurisdiction.

D. Whenever the law enforcement agency employees of one (1) cooperating agency are providing police services to another cooperating agency, they will be under the lawful direction and authority of the commanding law enforcement officer of the agency to which they are rendering assistance. Officers shall be subject to the code of ethics, policies, and rules and regulations of their employing agency at all times.

E. Any on-duty police officer, who believes that a crime is in progress or that assistance is needed within the geographical area covered by this Agreement, can initiate police assistance.

F. The on-duty police officer requesting police assistance shall notify the officer in charge of his law enforcement agency as soon as possible. The officer in charge shall then request assistance by contacting the cooperating law enforcement agency's command staff.

G. All wage and disability payments, pension payments, worker's compensation claims, or their equivalent as provided for in RIGL § 45-19-1, medical expenses, or any other employment benefits shall be the responsibility of the officer's employing law enforcement agency, unless the requesting law enforcement agency is reimbursed for such costs from any other source. Each agency shall be responsible for any and all negligence of its own employees to the extent specified by law. Nothing herein is

meant to alter any immunity or defense to any legal action or claim allowable to either party.

H. Each of the undersigned law enforcement agencies agree to indemnify and hold harmless the other participating law enforcement agency from liability associated with any and all claims, by whomever made, arising from the negligence of employees of the participating law enforcement agency.

I. Each participating law enforcement agency shall be responsible for any costs arising from loss or damage to equipment or property owned by the law enforcement agency that is incurred while providing assistance.

J. The terms of this Agreement shall be in continuous effect for each participating law enforcement agency from the date of execution. Either participating law enforcement agency may revoke its future contractual obligations hereunder upon providing sixty (60) days written notice to the Chief of Police of the other participating law enforcement agency, sent via regular and certified mail, return receipt requested.

K. No provisions in this Agreement shall derogate any statutory authority of the Rhode Island State Police.

L. In accordance with RIGL § 45-42-2(d), a copy of this Agreement shall be sent to the superintendent of the Rhode Island State Police.

M. Pursuant to RIGL § 45-42-2(e), the parties acknowledge that the governor shall have the authority to suspend an agreement entered into pursuant to said section of the General Laws upon a finding that the suspension is in the interest of public safety.

IV. COOPERATIVE ENFORCEMENT GUIDELINES

The undersigned law enforcement agencies recognize that criminal activities and requests for assistance occur across jurisdictional line and that cooperation between law enforcement agencies can increase the effectiveness of law enforcement and public safety throughout the area encompassed by this Agreement. Either law enforcement agency may proceed by request from the other law enforcement agency generally according to the following guidelines:

A. Whenever an on-duty police officer from one (1) jurisdiction view or otherwise has probable cause to believe that a criminal offense has occurred outside of the police officer's home jurisdiction but within the jurisdiction of the cooperating law enforcement agency, the police officer may make an arrest according to law in the

cooperating jurisdiction, and take any reasonably necessary measures to preserve the crime scene.

B. Whenever an on-duty police officer views from one (1) jurisdiction views or otherwise has probable cause to believe that a serious traffic offense, including any violations related to driving under the influence ("DUI"), has occurred within the jurisdiction of the cooperating agency, the police officer may stop, cite and/or arrest the suspect according to law.

C. Whenever an on-duty police officer views or otherwise is called upon to render aid to a motorist in an area encompassed by this Agreement, the police officer may render emergency aid as necessary. In the event a call for assistance is made wherein it is unknown as to the location of the request for assistance, both law enforcement agencies may dispatch personnel to the appropriate area and render such further assistance as is necessary and as the circumstances may require.

D. In a situation where automated traffic control devices located within the jurisdictional boundaries of one (1) law enforcement agency have malfunctioned and a traffic accident may be imminent unless control is established immediately, assistance from a cooperating law enforcement agency may be provided upon request of the affected jurisdiction.

V. EXECUTION OF AGREEMENT

CITY OF CRANSTON

By: Michael J. Winquist
Colonel Michael J. Winquist, Chief of Police

Date: 5/9/16

Signed and sworn to before me on this 9th **day of** May **, 2016**

Staci Elliott
Notary Public

My Commission Expires: 9/13/16

TOWN OF SCITUATE

By: Col. Dm Randall

David M. Randall, Chief of Police

Date: 5/17/16

Signed and sworn to before me on this 17th **day of** May**, 2016**

Steve M DePalo

Notary Public

My Commission Expires: 4/10/2018

Allan Fung
Mayor

Colonel Michael J. Winquist
Chief of Police

"A Nationally Accredited Agency"

FIVE GARFIELD AVENUE
CRANSTON, RHODE ISLAND 02920
Phone (401) 942-2211 TDD 943-1410
Fax (401) 477-5112

MUTUAL AID AGREEMENT FOR RHODE ISLAND LAW ENFORCEMENT AGENCIES

I. PURPOSE

The undersigned law enforcement agencies for the City of Cranston ("Cranston") and the City of Warwick ("Warwick") have entered into this mutual aid agreement ("Agreement") as provided for in Rhode Island General Laws ("RIGL") § 45-42-2, for the purpose providing reciprocal police services across jurisdictional lines. This agreement will enhance the capabilities of law enforcement between Cranston and Warwick, and will provide additional protection for its citizens and property located in the affected areas.

Each undersigned law enforcement agency acknowledges that prior to the adoption of an Agreement, each department shall provide a certified copy of a resolution from the Cranston City Council and Warwick City Council to each other's law enforcement agency authorizing the providing of police services across jurisdictional lines. This Agreement has been fully considered by the parties and it is entered into in the interest of public safety and for the citizens of Cranston and Warwick covered herein.

The undersigned law enforcement agencies shall provide and exchange upon request emergency and non-emergency police services to and from the other agency without limitation but generally in accord with the following guidelines:

II. GEOGRAPHICAL AREA ENCOMPASSED BY THIS AGREEMENT

It is hereby agreed by and between the undersigned law enforcement agencies that the geographical area encompassed by this agreement includes the City of Cranston and the City of Warwick.

III. GENERAL TERMS AND CONDITIONS

A. For the purpose of this Agreement, mutual aid shall include emergency and non-emergency police services which are requested by one (1) law enforcement agency and are provided by a neighboring law enforcement agency, both of which signatories to this Agreement.

B. A participating agency will provide police services assistance only to the extent that the personnel and equipment are not required for the adequate protection of that agency's own jurisdiction and a request is made by one of the Cities identified herein. The command structure of the requested law enforcement agency will have the sole authority to determine the amount of personnel and equipment, if any, that is available for assistance. The ranking officer of the requesting City shall be responsible for all law enforcement decisions pursuant to this Agreement.

C. Whenever the law enforcement agency employees of one (1) cooperating agency are providing police services in order to assist another cooperating agency pursuant to the authority set forth in this Agreement, such employees will have the same powers, duties, right, and immunities for jurisdictional purposes that the requesting agency has within its own jurisdiction.

D. Whenever the law enforcement agency employees of one (1) cooperating agency are providing police services to another cooperating agency, they will be under the lawful direction and authority of the commanding law enforcement officer of the agency to which they are rendering assistance. Officers shall be subject to the code of ethics, policies, and rules and regulations of their employing agency at all times.

E. Any on-duty police officer, who believes that a crime is in progress or that assistance is needed within the geographical area covered by this Agreement, can initiate police assistance.

F. The on-duty police officer requesting police assistance shall notify the officer in charge of his law enforcement agency as soon as possible. The officer in charge shall then request assistance by contacting the cooperating law enforcement agency's command staff.

G. All wage and disability payments, pension payments, worker's compensation claims, or their equivalent as provided for in RIGL § 45-19-1, medical expenses, or any other employment benefits shall be the responsibility of the officer's employing law enforcement agency, unless the requesting law enforcement agency is reimbursed for such costs from any other source. Each agency shall be responsible for any and all negligence of its own employees to the extent specified by law. Nothing herein is

meant to alter any immunity or defense to any legal action or claim allowable to either party.

H. Each of the undersigned law enforcement agencies agree to indemnify and hold harmless the other participating law enforcement agency from liability associated with any and all claims, by whomever made, arising from the negligence of employees of the participating law enforcement agency.

I. Each participating law enforcement agency shall be responsible for any costs arising from loss or damage to equipment or property owned by the law enforcement agency that is incurred while providing assistance.

J. The terms of this Agreement shall be in continuous effect for each participating law enforcement agency from the date of execution. Either participating law enforcement agency may revoke its future contractual obligations hereunder upon providing sixty (60) days written notice to the Chief of Police of the other participating law enforcement agency, sent via regular and certified mail, return receipt requested.

K. No provisions in this Agreement shall derogate any statutory authority of the Rhode Island State Police.

L. In accordance with RIGL § 45-42-2(d), a copy of this Agreement shall be sent to the superintendent of the Rhode Island State Police.

M. Pursuant to RIGL § 45-42-2(e), the parties acknowledge that the governor shall have the authority to suspend an agreement entered into pursuant to said section of the General Laws upon a finding that the suspension is in the interest of public safety.

IV. COOPERATIVE ENFORCEMENT GUIDELINES

The undersigned law enforcement agencies recognize that criminal activities and requests for assistance occur across jurisdictional line and that cooperation between law enforcement agencies can increase the effectiveness of law enforcement and public safety throughout the area encompassed by this Agreement. Either law enforcement agency may proceed by request from the other law enforcement agency generally according to the following guidelines:

A. Whenever an on-duty police officer from one (1) jurisdiction view or otherwise has probable cause to believe that a criminal offense has occurred outside of the police officer's home jurisdiction but within the jurisdiction of the cooperating law enforcement agency, the police officer may make an arrest according to law in the

cooperating jurisdiction, and take any reasonably necessary measures to preserve the crime scene.

B. Whenever an on-duty police officer views from one (1) jurisdiction views or otherwise has probable cause to believe that a serious traffic offense, including any violations related to driving under the influence ("DUI"), has occurred within the jurisdiction of the cooperating agency, the police officer may stop, cite and/or arrest the suspect according to law.

C. Whenever an on-duty police officer views or otherwise is called upon to render aid to a motorist in an area encompassed by this Agreement, the police officer may render emergency aid as necessary. In the event a call for assistance is made wherein it is unknown as to the location of the request for assistance, both law enforcement agencies may dispatch personnel to the appropriate area and render such further assistance as is necessary and as the circumstances may require.

D. In a situation where automated traffic control devices located within the jurisdictional boundaries of one (1) law enforcement agency have malfunctioned and a traffic accident may be imminent unless control is established immediately, assistance from a cooperating law enforcement agency may be provided upon request of the affected jurisdiction.

V. EXECUTION OF AGREEMENT

CITY OF CRANSTON

By: Michael J. Winquist
Colonel Michael J. Winquist, Chief of Police

Date: 5/9/16

Signed and sworn to before me on this 11th **day of** May **, 2016**

Staci Neal
Notary Public

My Commission Expires: 9/13/16

CITY OF WARWICK

By: Col. Stephen M. McCartney
Colonel Stephen M. McCartney, Chief of Police

Date: 5/24/2016

Signed and sworn to before me on this 24 day of May, 2016

Susan B. Boyer
Notary Public

My Commission Expires: Aug. 28, 2018.

Allan Fung
Mayor

Colonel Michael J. Winquist
Chief of Police

"A Nationally Accredited Agency"

FIVE GARFIELD AVENUE
CRANSTON, RHODE ISLAND 02920
Phone (401) 942-2211 TDD 943-1410
Fax (401) 477-5112

MUTUAL AID AGREEMENT FOR RHODE ISLAND LAW ENFORCEMENT AGENCIES

I. PURPOSE

The undersigned law enforcement agencies for the City of Cranston ("Cranston") and the Town of West Warwick (West Warwick) have entered into this mutual aid agreement ("Agreement") as provided for in Rhode Island General Laws ("RIGL") § 45-42-2, for the purpose providing reciprocal police services across jurisdictional lines. This agreement will enhance the capabilities of law enforcement between Cranston and West Warwick, and will provide additional protection for its citizens and property located in the affected areas.

Each undersigned law enforcement agency acknowledges that prior to the adoption of an Agreement, each department shall provide a certified copy of a resolution from the Cranston City Council and West Warwick Town Council to each other's law enforcement agency authorizing the providing of police services across jurisdictional lines. This Agreement has been fully considered by the parties and it is entered into in the interest of public safety and for the citizens of Cranston and West Warwick covered herein.

The undersigned law enforcement agencies shall provide and exchange upon request emergency and non-emergency police services to and from the other agency without limitation but generally in accord with the following guidelines:

II. GEOGRAPHICAL AREA ENCOMPASSED BY THIS AGREEMENT

It is hereby agreed by and between the undersigned law enforcement agencies that the geographical area encompassed by this agreement includes the City of Cranston and the Town of West Warwick.

III. GENERAL TERMS AND CONDITIONS

A. For the purpose of this Agreement, mutual aid shall include emergency and non-emergency police services which are requested by one (1) law enforcement agency and are provided by a neighboring law enforcement agency, both of which signatories to this Agreement.

B. A participating agency will provide police services assistance only to the extent that the personnel and equipment are not required for the adequate protection of that agency's own jurisdiction and a request is made by the City or Town identified herein. The command structure of the requested law enforcement agency will have the sole authority to determine the amount of personnel and equipment, if any, that is available for assistance. The ranking officer of the requesting City shall be responsible for all law enforcement decisions pursuant to this Agreement.

C. Whenever the law enforcement agency employees of one (1) cooperating agency are providing police services in order to assist another cooperating agency pursuant to the authority set forth in this Agreement, such employees will have the same powers, duties, right, and immunities for jurisdictional purposes that the requesting agency has within its own jurisdiction.

D. Whenever the law enforcement agency employees of one (1) cooperating agency are providing police services to another cooperating agency, they will be under the lawful direction and authority of the commanding law enforcement officer of the agency to which they are rendering assistance. Officers shall be subject to the code of ethics, policies, and rules and regulations of their employing agency at all times.

E. Any on-duty police officer, who believes that a crime is in progress or that assistance is needed within the geographical area covered by this Agreement, can initiate police assistance.

F. The on-duty police officer requesting police assistance shall notify the officer in charge of his law enforcement agency as soon as possible. The officer in charge shall then request assistance by contacting the cooperating law enforcement agency's command staff.

G. All wage and disability payments, pension payments, worker's compensation claims, or their equivalent as provided for in RIGL § 45-19-1, medical expenses, or any other employment benefits shall be the responsibility of the officer's employing law enforcement agency, unless the requesting law enforcement agency is reimbursed for such costs from any other source. Each agency shall be responsible for any and all negligence of its own employees to the extent specified by law. Nothing herein is

meant to alter any immunity or defense to any legal action or claim allowable to either party.

H. Each of the undersigned law enforcement agencies agree to indemnify and hold harmless the other participating law enforcement agency from liability associated with any and all claims, by whomever made, arising from the negligence of employees of the participating law enforcement agency.

I. Each participating law enforcement agency shall be responsible for any costs arising from loss or damage to equipment or property owned by the law enforcement agency that is incurred while providing assistance.

J. The terms of this Agreement shall be in continuous effect for each participating law enforcement agency from the date of execution. Either participating law enforcement agency may revoke its future contractual obligations hereunder upon providing sixty (60) days written notice to the Chief of Police of the other participating law enforcement agency, sent via regular and certified mail, return receipt requested.

K. No provisions in this Agreement shall derogate any statutory authority of the Rhode Island State Police.

L. In accordance with RIGL § 45-42-2(d), a copy of this Agreement shall be sent to the superintendent of the Rhode Island State Police.

M. Pursuant to RIGL § 45-42-2(e), the parties acknowledge that the governor shall have the authority to suspend an agreement entered into pursuant to said section of the General Laws upon a finding that the suspension is in the interest of public safety.

IV. COOPERATIVE ENFORCEMENT GUIDELINES

The undersigned law enforcement agencies recognize that criminal activities and requests for assistance occur across jurisdictional line and that cooperation between law enforcement agencies can increase the effectiveness of law enforcement and public safety throughout the area encompassed by this Agreement. Either law enforcement agency may proceed by request from the other law enforcement agency generally according to the following guidelines:

A. Whenever an on-duty police officer from one (1) jurisdiction view or otherwise has probable cause to believe that a criminal offense has occurred outside of the police officer's home jurisdiction but within the jurisdiction of the cooperating law enforcement agency, the police officer may make an arrest according to law in the

cooperating jurisdiction, and take any reasonably necessary measures to preserve the crime scene.

B. Whenever an on-duty police officer views from one (1) jurisdiction views or otherwise has probable cause to believe that a serious traffic offense, including any violations related to driving under the influence ("DUI"), has occurred within the jurisdiction of the cooperating agency, the police officer may stop, cite and/or arrest the suspect according to law.

C. Whenever an on-duty police officer views or otherwise is called upon to render aid to a motorist in an area encompassed by this Agreement, the police officer may render emergency aid as necessary. In the event a call for assistance is made wherein it is unknown as to the location of the request for assistance, both law enforcement agencies may dispatch personnel to the appropriate area and render such further assistance as is necessary and as the circumstances may require.

D. In a situation where automated traffic control devices located within the jurisdictional boundaries of one (1) law enforcement agency have malfunctioned and a traffic accident may be imminent unless control is established immediately, assistance from a cooperating law enforcement agency may be provided upon request of the affected jurisdiction.

V. EXECUTION OF AGREEMENT

CITY OF CRANSTON

By: Michael J. Winquist
Colonel Michael J. Winquist, Chief of Police

Date: 5/9/16

Signed and sworn to before me on this 9th **day of** May, **2016**

Stacy Lust
Notary Public

My Commission Expires: 9/13/16

TOWN OF WEST WARWICK

By: _____
Colonel Richard Silva, Chief of Police

Date: 5/18/16

Signed and sworn to before me on this 18th **day of** May **, 2016**

Ann Marie Petrozzi Notary
Notary Public

My Commission Expires: 10-7-16