

(The following is not a verbatim transcript of comments or discussion that occurred during the meeting, but rather a summarization intended for general informational purposes. All motions and votes are the official records).

REGULAR MEETING – CITY COUNCIL

-JULY 25, 2016-

Regular meeting of the City Council was held on Monday, July 25, 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; Christopher Rawson, City Solicitor; J. Patrick O'Neill, Assistant City Solicitor; Robert Strom, Director of Finance; Anthony Moretti, City Council Internal Auditor; Patrick Quinlan, City Council Legal Counsel.

On motion by Councilman Farina, seconded by Councilman Aceto, it was voted to dispense with the reading of the minutes of the last meeting and they stand approved as recorded. Motion passed on a vote of 9-0. The following being recorded as voting "aye": 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

Council Vice-President Santamaria presented Citation to Alessandra Portukalian.

II. PUBLIC HEARINGS

(limited to docketed matters)

Pauline DeRosa, 97 Cypress Dr., appeared to speak regarding proposed Ordinance 6-16-09 and stated that she is concerned about additional traffic in this area and addressed the businesses that have been added to this area in the past few years.

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Paul Durfee, 46 Deerfield Dr., owner of Durfee's Hardware, appeared to speak regarding proposed Ordinance 6-16-09 and stated that there is a lot of traffic in the area and last thing they need in this area is a big box store. He also stated that he would like to see home improvement businesses removed from the Use Table.

Representative Robert Lancia, appeared to speak regarding proposed Ordinance 6-16-09 and stated that he has received emails and phone calls from constituents of concerns with traffic and effect on the residential.

Valerie Schuele, 27 Farm St., appeared to speak in favor of proposed Ordinance 6-16-09 and stated that we need more businesses in the City. We were recently rated 50th in the Country of business friendly. This developer is responsible.

Roland Coutu, 27 Lee St., appeared to speak regarding proposed Ordinance 6-16-09 and stated that we need something in that site since Citizens Bank, with thousands of jobs, is leaving. We need to stop being closed-minded in the City.

III. RESOLUTIONS

RESOLUTION IN SUPPORT OF S3039 COMMEMORATING THE 226TH ANNIVERSARY CELEBRATION OF 'HOPE DAY BIRTH OF OUR NATION

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

IV. REPORT OF COMMITTEES

PUBLIC WORKS COMMITTEE (Councilman Mario Aceto, Chair)

6-16-08 ORDINANCE IN AMENDMENT OF TITLE 2 OF THE CODE OF THE CITY OF CRANSTON, 2005, ENTITLED 'HEALTH AND SAFETY' (Dumping Mattress Fines)

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

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

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

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SAFETY SERVICES & LICENSES COMMITTEE
(Council Vice-President Richard D. Santamaria, Jr. Chair)

CLASS B VICTUALLING ALCOHOLIC BEVERAGE LICENSE – NEW

DIVERSI LLC #79 42-44 Rolfe St.
D/B/A DIVERSI PIZZA
HATUEY TOMASSINI

On motion by Council Vice-President Santamaria, seconded by Councilman Farina, it was voted to approve the above license application. 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.

THEMISTOKIS FILIPPOU D/B/A TIM & NIKKI'S II #80 2244 Plainfield Pike

On motion by Councilman Farina, seconded by Councilman Aceto, it was voted to approve the above license application. 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.

EXTENDED HOURS LICENSE – RENEWAL (clarification of hours of operation)

Honey Dew Donuts 11 pm closing 300 Atwood Ave.
Dunkin Donuts – 24 hours 630 Reservoir Ave.
Cranston Bowl 12 am closing 1450 Elmwood Ave.
Wendy's 4 am closing 110 Garfield Ave.

On motion by Councilman Farina, seconded by Councilman Aceto, it was voted to approve all the above-listed license renewal applications. 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)

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)

On motion by Councilman Aceto, seconded by Council Vice-President Santamaria, it was voted to refer the above Ordinance back to Committee. 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.

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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)

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.

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)

On motion by Councilman Farina, seconded by Councilman Botts, 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.

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.)

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.

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)

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.

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)

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

On motion by Councilman Stycos, seconded by Council Majority Leader Archetto, it was voted to amend the above Ordinance as follows: make "home improvement center" not permitted by changing "Y" to "N".

Under Discussion:

Council Minority Leader Favicchio asked how we would define "home improvement center". Solicitor Rawson stated that this is defined in the Definitions section of the Code. Council Minority Leader Favicchio asked what would be precluded or excluded in that definition. City Clerk stated that it is based on square footage. Mr. Quinlan referred to the Definitions Section of the Code, which addresses the size of the business.

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Council Minority Leader Favicchio asked what kind of businesses would that exclude besides Home Depot. Mr. Quinlan stated that per the Code, over 30,000 square foot specializing in hardware lines. Council Minority Leader Favicchio asked Petitioner what the plan is for this area. **Kelly Coates**, Vice-President of Carpionato, appeared to speak and stated that there have not been any current conversations with Home Depot. They are looking to go vertical and upscale from that kind of development. They are looking to build a development that more mimics Chapel View.

Councilman Botts stated that this is just the first step in the Zone Change. Traffic study has to be done and they also have to go through the planning process. He also stated that the definition of home improvement center is very broad and that is why he will be voting against the amendment.

Council Majority Leader Archetto stated that the amendment is just adding a safeguard for Ward 6. If this amendment does not pass, it will basically tie the hands of the City Council.

Councilman Farina stated that the Planning Commission approved this 6-1. He also stated that DOT will be working with the developer on the traffic issue on Pontiac Ave.

Council President Lanni stated that Carpionato has assured the Planning Commission and the City that there was not going to be a Lowes or Home Depot at this location. They are currently paying \$500,000 in taxes. Once this development is completed, they will be paying approximately \$1.2 million. We have to be business friendly. He also stated that he understands the restriction Councilman Stycos is trying to place, but he thinks that they are too stringent.

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

Discussion continued on motion to approve this Ordinance.

Mr. Coates stated that the developers shares the concerns of traffic on Pontiac Ave. and is working with the State on the designs to improve that. They will be working with the City to make sure that all traffic concerns are addressed.

Councilman Farina asked what the total investment is of Chapel View and the Training Center. Mr. Coates stated, in excess of \$200 million.

Roll call was taken on motion to approve this Ordinance and motion passed on a vote of 8-1. The following being recorded as voting "aye": Councilmen Farina, Botts, 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 Stycos -1.

FINANCE COMMITTEE
(Councilman Steven A. Stycos, Chair)

RESOLUTION AUTHORIZING REAL ESTATE TAX ABATEMENTS

On motion by Councilman Farina, seconded by Councilman Aceto, 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.

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RESOLUTION AUTHORIZING MOTOR VEHICLE TAX ABATEMENTS

On motion by Councilman Farina, seconded by Councilman Aceto, 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.

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

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.

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

On motion by Councilman Farina, seconded by Councilman Botts, it was voted to approve the above Ordinance.

Under Discussion:

Solicitor Rawson stated that at the Committee meeting, question was asked of which cities and town have mutual aid with Cranston? He stated that, per the Colonel, we have mutual aid with Warwick and Johnston. Solicitor Rawson also stated that another question asked at the Committee was if a police officer from another city or town is injured while on detail, who is responsible? He indicated to RIGL 42-42-2, which states that whichever municipality the officer is from is responsible. Solicitor Rawson also stated that another question the Committee had was when will current mutual aid expire? He stated that, per the Colonel, there is no expiration, but RI Colonel Association feel that they should be renewed yearly and ratified by the City Council.

Councilman Aceto stated that he will not be supporting this Resolution because as part of the mutual aid, other municipalities should be providing aid at the ACI.

Council Minority Leader Favicchio stated that he is concerned that we are providing aid to other cities and towns more than they are giving back to us. Solicitor Rawson stated that this question could be addressed to the Colonel. He also stated that these mutual aid agreements are already in place and they are signed by both parties. They just need to be ratified by the Council.

Council President Lanni stated that he will not support this because we are providing aid to the City of Providence to cover their Fire Department and costing us a lot of money and he is not willing to cover their Police Department.

On motion by Council Vice-President Santamaria, seconded by Councilman Aceto, it was voted to refer this Resolution back to Committee. 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.

Councilman Aceto asked that the Police Colonel be asked to attend the Committee meeting to answer questions.

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CLAIMS COMMITTEE
(Councilman Michael W. Favicchio, Chair)

REPORT OF SETTLED CLAIMS (Informational purposes): Paul R. DePetrillo \$300.00 vehicle damage; Ashley L. Lavoie \$359.19 vehicle damage; Daniel Nichols \$219.98 vehicle damage; Eric Beaudoin \$170.28 vehicle damage; David Russell \$297.12 vehicle damage.

No action needed.

V. PUBLIC HEARINGS

None.

VI. ELECTION OF CITY OFFICIALS

ZONING BOARD OF REVIEW:

- ***CHRISTINE COLE – Removal***

On motion by Councilman Aceto, seconded by Council Minority Leader Favicchio, it was voted to remove Christine Cole as a member of the Zoning Board of Review according to the Charter.

Under Discussion:

City Clerk stated that she was advised by Steve Rioles, Secretary of the Zoning Board of Review, that Ms. Cole could no longer serve on the Zoning Board. He tried reaching out to her to no avail. She subsequently, by Charter, sent notice to Ms. Cole advising her that she was being removed as a member of the Board and the letter came back undeliverable.

Roll call was taken on motion to remove Christine Cole as a member of the Zoning Board of Review 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.

- ***PAULA MCFARLAND– New member appointment – Ward 3/5 term to expire July 28, 2019***

On motion by Council Majority Leader Archetto, seconded by Councilman Farina, it was voted to appoint Paula McFarland as a member of the Zoning Board of Review to fill the un-expired term of Christine Cole. 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.

- ***LORI CARLINO– 2th Alternate reappointment term to expire July 28, 2017***

On motion by Council Vice-President Santamaria, seconded by Council Majority Leader Archetto, it was voted to re-appoint Lori Carlino as 2nd Alternate member of the Zoning Board of Review. 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.

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CRANSTON PUBLIC LIBRARY BOARD OF TRUSTEES:

- **FREDERICK A. MILLER – Re-appointment - term to expire July 25, 2019**

On motion by Councilman Farina, seconded by Council Majority Leader Archetto, it was voted to re-appoint Frederick Miller as a member of the Public Library Board of Trustees. 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.

- **REGINA SPIRITO - Re-appointment - term to expire July 27, 2019**

On motion by Councilman Farina, seconded by Council Majority Leader Archetto, it was voted to re-appoint Regina Spirito as a member of the Public Library Board of Trustees. 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

VIII. EXECUTIVE COMMUNICATIONS

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

No discussion.

CLAIMS SETTLED BY SOLICITOR: Strauss, Factor, Laing & Lyons For GEICO Insurance Company \$2,600.00 vehicle damage; GEICO Insurance Company \$1,500.00 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.

No action needed.

Mr. Coupe presented annual report of Impact Fees provided by the Inspections Department. Councilman Aceto questioned if the \$105,000 collected is for Fiscal Year 2015. Mr. Strom stated that the \$105,000 would be Fiscal Year only.

IX. COUNCIL PRESIDENT COMMUNICATIONS

Council President Lanni stated that he read in the Providence Journal today that Officer Josefson was awarded \$215,000. He asked what our legal expenses were concerning Officer Josefson. Solicitor Rawson stated that he would have to add that up. He does not have that figure this evening. Council President Lanni stated that he guesses it is approximately \$100,000. He asked who paid Officer Josefson’s legal fees. Solicitor Rawson stated that part of the resolution as the legal fees. Council President Lanni stated that this City Council months and months ago asked the Administration to reinstate Officer Josefson as rank of Sergeant and was ignored. The Administration wanted to go to Court and they did and now it cost the taxpayers \$215,000. Another black eye for this Administration and the taxpayers have to come up with the funds.

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Council President Lanni asked how much it cost the City in outside legal fees at this point for Redistricting. Solicitor Rawson stated, approximately \$225,000 for over two and a half years. Council President Lanni asked Mr. Moretti for his figures on this. Mr. Moretti stated that after reviewing documents provided by the Administration, his tally through June 30th this year pertaining to matters of First Court of Appeals, totals \$303,651.54. Council President Lanni asked what the ACLU is asking for for their legal fees. Solicitor Rawson stated that they have not asked for anything at this point. Council President Lanni stated that in his mind, we are spending money foolishly.

Council President Lanni asked for status of Officer Guilbeault case. Solicitor Rawson stated that it is still pending. It is still in the discovery stage.

Council President Lanni stated that prior to the Budget process starting, he asked Mr. Strom for a report of cost of the State Police investigation and suits and settlements with the City. He was told it would be provided after the Budget process was over. This has not been provided. He would like the Administration's version so he can compare it with Mr. Moretti's. He asked when he can expect this report. Mr. Strom asked for a month time.

X. COUNCIL MEMBER COMMUNICATIONS

COUNCILMAN STYCOS:

- **Historic marker and trail grant from RI Foundation**
Status report from Administration (cont. 5/23/2016 & 6/27/2016)

Mr. Barone stated that a meeting was held this week and different types of layout signs were reviewed and they are in the process of getting prices.

XI. OLD BUSINESS

None.

XII. INTRODUCTION OF NEW BUSINESS*

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

07-16-01 ORDINANCE IN AMENDMENT OF CHAPTER 10.12.190 OF THE CODE OF THE CITY OF CRANSTON, 2005 ENTITLED 'TRAFFIC CONTROL SIGNAL LIGHTS AUTHORIZED AT CERTAIN INTERSECTIONS' (Broad St and Sheldon St). Sponsored by Mayor Fung.

07-16-02 ORDINANCE IN AMENDMENT OF TITLE 12 OF THE CODE OF THE CITY OF CRANSTON, 2005 ENTITLED 'STREETS, SIDEWALKS AND PUBLIC PLACES' (Bus Shelter Insurance) link] Councilman Santamaria.

RESOLUTION URGING THE CRANSTON HOUSING AUTHORITY TO INITIATE A RECYCLING PROGRAM AT ITS PROPERTIES TO ENCOURAGE RECYCLING FOR RESIDENTS OF CRANSTON HOUSING AUTHORITY PROPERTIES. Sponsored by Councilman Stycos.

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CLAIMS:

- **Property damage:**
 - **claim of Amy Quinn from alleged incident on April 4, 2016**
 - **claim of Brittany Boudreau from alleged incident on May 3, 2016**
 - **claim of Nancy Striuli from alleged incident on May 3, 2016**
 - **subrogation from Progressive for claim of Kimberlyn Torres from alleged incident on May 12, 2016**
 - **claim of Loun Sokha from alleged incident on June 23, 2016**
 - **claim of Phyllis Hicks from alleged incident on June 28, 2016**
 - **claim of Lisa Marie Pagano from alleged incident on July 1, 2016**
 - **claim of Frank Migliorelli from alleged incident on July 1, 2016**
 - **claim of David Nassa from alleged incident on July 4, 2016**

On motion by Councilman Aceto, 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.

XIII. MISCELLANEOUS BUSINESS ON CLERK'S DESK

The meeting adjourned at 9:00 P.M.



Maria Medeiros Wall
City Clerk



Rosalba Zanni
Assistant City Clerk/Clerk of Committee

(See Stenographic Notes of Ron Ronzio, Stenotypist)

Allan W. Fung
Mayor

Stanley F. Pikul
Building & Zoning Official



Submitted by R. Coupe
CC
7/25/16
WJ Wall
Building Inspections
& Code Enforcement
Minimum Housing

DEPARTMENT OF BUILDING INSPECTIONS

The Hamilton Building, Room 102
1090 Cranston St., Cranston, RI 02910

To: Cranston City Council
From: Stanley Pikul / Building & Zoning Official
CC: Director Robert Coupe
Date: July 7, 2016
Re: Impact Fee Study

In accordance with 15.04.020 (A) (7), I hereby submit the following report for Annual Review to The Cranston City Council. For FY 16, the revenues collected are as follows:

Eastern Recreational - \$5,912.76
Eastern Police - \$ 2,395.68
Western Recreation - \$ 10,980.84
Western Police - \$4,449.12
Western Library - \$4,711.46
Western Roads - \$15,985.58
Western Water - \$60,570.00

Total Fees Collected: \$105,005.44

Based on the current construction activities, historical cost data as computed in accordance with the R.S. Means Construction Cost Indexes indicate a net increase for FY16 over FY15 from 206.2 to 207.2, or 1%. Enclosed, please find the data used for the purpose of this study.

Since the revenues collected from impact fees are directly related to new construction of residential dwelling units, they fluctuate with housing development from year to year. These fees are passed along to the buyer in the sales price of the home. Assuming new construction remains constant, the impact fees are projected to remain the same.

The past two years have seen an actual increase in construction activity, with new residential developments on the rise. For FY 16, we saw 42 new single family dwellings, 1 two family, and 21 new single family Condominiums constructed.

Several new developments at have been approved for construction of new single family homes for FY 17, along with the proposed new apartments of Champlain Hills and continuation of the condominiums at Gray Coach are projected to increase the impact fees for FY17.

With no new projected capital improvements or facilities proposed for FY17, and with a projected revenue increase in fees on new construction, I recommend the impact fees remain unchanged for the fiscal year 17.

Stanley F. Pikul
Stanley F. Pikul
Building & Zoning Official
City of Cranston

Analysis of Impact Fee Revenue
 FY16 as of May 31, 2016
 Fund 603

	A/C 49600 West Water	A/C 49601 East Recreation	A/C 49602 East Police	A/C 49603 West Recreation	A/C 49604 West Police	A/C 49605 West Library	A/C 49606 West Roads	Total
Cumulative Balance at 1/31/15	0.00	104,586.81	145,903.12	271,714.55	145,871.09	180,844.06	133,649.32	982,671.08
2/1/15 - 6/30/15	0.00	6,687.05	2,709.40	16,169.70	6,559.60	6,946.38	23,358.48	62,660.62
FY99	94,621.68	16,048.92	6,502.56	38,855.28	15,743.04	16,671.32	56,564.36	245,007.16
FY00	176,591.07	4,645.74	1,882.32	41,178.15	16,684.20	10,510.18	35,660.14	287,151.80
FY01	0.00	33,364.86	13,518.48	27,029.61	10,951.62	11,597.37	39,348.90	135,810.84
FY02	225,810.68	19,649.98	8,042.64	25,340.40	10,267.20	10,872.60	36,889.90	337,073.40
FY03	142,006.78	12,247.86	4,952.48	20,272.32	8,213.76	8,264.46	29,945.46	225,913.12
FY04	217,062.64	127,124.34	51,507.12	30,830.82	12,491.76	13,228.33	44,882.59	497,127.60
FY05	96,816.73	18,160.62	7,359.16	20,594.66	6,684.88	8,879.29	29,826.87	190,422.01
FY06	83,362.47	48,146.76	19,507.88	19,849.98	8,042.64	8,516.87	28,897.01	216,323.41
FY07	79,805.50	25,340.40	10,267.20	80,666.94	32,683.92	34,611.11	117,432.53	380,807.60
FY08	152,280.29	7,502.12	3,080.16	23,228.70	9,411.60	9,966.55	6,763.13	339,385.07
FY09	18,589.31	13,937.22	5,646.96	4,645.83	1,882.32	1,993.31	6,370.75	53,586.08
FY10	41,466.14	7,179.78	2,909.04	10,558.50	4,276.00	4,530.25	15,370.75	86,292.46
FY11	23,494.08	5,009.82	2,042.52	3,298.62	1,590.26	1,268.47	5,533.47	42,207.24
FY12	12,284.00	2,111.70	655.60	1,689.36	694.48	724.84	2,459.32	20,809.30
FY13	18,297.00	2,956.38	1,620.18	2,534.04	1,197.84	1,268.47	4,303.81	32,167.72
FY14	12,213.00	1,197.84	1,197.84	2,111.70	855.60	906.05	3,074.15	23,314.72
FY15	16,568.00	96,607.42	10,780.65	16,046.93	6,502.56	6,704.77	22,748.71	106,350.95
FY16	60,570.00	5,912.76	2,395.88	10,360.84	4,449.12	4,711.46	15,965.58	105,005.44
Total Impact Fees	1,472,319.37	490,478.92	302,690.70	687,719.04	307,015.45	343,116.16	666,719.93	4,270,059.62
Percentage of Total	0.00%	17.53%	10.82%	23.87%	10.97%	12.26%	24.55%	100.00%

Interest on Impact Fees:

Balance at 1/31/15	224,150.09
2/1/15 - 6/30/15	134,154.69
FY99	47,108.89
FY00	75,669.86
FY01	86,840.97
FY02	31,066.48
FY03	30,162.84
FY04	22,756.68
FY05	58,805.18
FY06	126,593.58
FY07	134,330.18
FY08	70,625.21
FY09	16,695.05
FY10	9,706.04
FY11	8,763.16
FY12	3,867.13
FY13	3,121.65
FY14	2,511.61
FY15	3,642.78
FY16	8,409.74
Total Interest Income	1,099,002.01

Prorated Interest

0.00	192,668.82	118,902.28	262,291.89	120,601.13	134,782.12	269,755.77	1,059,002.01
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Total Impact Fee plus Interest

1,472,319.37	683,147.74	421,592.98	930,010.93	427,616.62	477,898.28	956,475.71	5,369,061.63
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Expenditures against Impact Fees

A/C 50330	A/C 50331	A/C 50332	A/C 50333	A/C 50334	A/C 50335	A/C 50336
572,200.00	572,200.00	420,850.87	873,200.00	425,162.86	305,000.00	855,000.00

Council Approved Spending

FY98	52,250.00						52,250.00
FY99	95,974.00						95,974.00
FY00	0.00						0.00
FY01	(41,920.20)						(41,920.20)
FY02	255,492.66						255,492.66
FY03	90,983.19						90,983.19
FY04	166,822.70						166,822.70
FY05	0.00						0.00
FY06	0.00	26,026.72		121,077.00			120,142.83
FY07	205,228.70	316,755.26	117,150.77	190,869.17	99,204.11		1,011,426.02
FY08	152,280.29	181,851.92	12,150.96	221,086.35	60,227.04		992,041.57
FY09	0.00						0.00
FY10	351,401.95		7,738.00	5,904.04			365,043.99
FY11	0.00	13,919.68	49,450.00	8,571.03			72,950.71
FY12	33,781.00	7,476.51	0.00	305,756.92			347,014.43
FY13	18,287.00	5,204.61	141,017.22	1,672.39			176,181.22
FY14	0.00	0.00	0.00	0.00	5,862.78		5,862.78
FY15	29,171.00	303.96	40,862.92	0.00	2,207.08		72,544.96
FY16	0.00	0.00	0.00	0.00	0.00		0.00
Total Expenditures	1,405,752.29	551,538.66	388,369.87	855,916.97	387,189.86	0.00	4,352,767.65

Remaining Balance on authorized Projects

20,661.34	52,481.00	17,283.03	37,873.00	305,000.00	175,000.00	608,389.37
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Deposit taken in by Public Works

0.00							0.00
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Total Impact Fee plus Interest Less Expenditures

62,567.08	131,609.08	53,223.11	74,093.96	40,426.75	477,898.28	276,475.71	1,116,293.98
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Historical Cost Indexes

The table below lists both the RSMMeans® historical cost index based on Jan. 1, 1993 = 100 as well as the computed value of an index based on Jan. 1, 2016 costs. Since the Jan. 1, 2016 figure is estimated, space is left to write in the actual index figures as they become available through the quarterly RSMMeans Construction Cost Indexes.

To compute the actual index based on Jan. 1, 2016 = 100, divide the historical cost index for a particular year by the actual Jan. 1, 2016 construction cost index. Space has been left to advance the index figures as the year progresses.

Year	Historical Cost Index Jan. 1, 1993 = 100		Current Index Based on Jan. 1, 2016 = 100		Year	Historical Cost Index Jan. 1, 1993 = 100		Current Index Based on Jan. 1, 2016 = 100		Year	Historical Cost Index Jan. 1, 1993 = 100		Current Index Based on Jan. 1, 2016 = 100	
	Est.	Actual	Est.	Actual		Actual	Est.	Actual	Actual		Est.	Actual		
Oct 2016*					July 2001	125.1	60.4			July 1983	80.2	38.7		
July 2016*					2000	120.9	58.3			1982	76.1	36.8		
April 2016*					1999	117.6	56.8			1981	70.0	33.8		
Jan 2016*	207.2		100.0	100.0	1998	115.1	55.6			1980	62.9	30.4		
July 2015		206.2			1997	112.8	54.4			1979	57.8	27.9		
2014		204.9	98.9		1996	110.2	53.2			1978	53.5	25.8		
2013		201.2	97.1		1995	107.6	51.9			1977	49.5	23.9		
2012		194.6	93.9		1994	104.4	50.4			1976	46.9	22.6		
2011		191.2	92.3		1993	101.7	49.1			1975	44.8	21.6		
2010		183.5	88.6		1992	99.4	48.0			1974	41.4	20.0		
2009		180.1	86.9		1991	96.8	46.7			1973	37.7	18.2		
2008		180.4	87.1		1990	94.3	45.5			1972	34.8	16.8		
2007		169.4	81.8		1989	92.1	44.5			1971	32.1	15.5		
2006		162.0	78.2		1988	89.9	43.4			1970	28.7	13.9		
2005		151.6	73.2		1987	87.7	42.3			1969	26.9	13.0		
2004		143.7	69.4		1986	84.2	40.7			1968	24.9	12.0		
2003		132.0	63.7		1985	82.6	39.9			1967	23.5	11.3		
2002		128.7	62.1		1984	82.0	39.6			1966	22.7	11.0		

Adjustments to Costs

The "Historical Cost Index" can be used to convert national average building costs at a particular time to the approximate building costs for some other time.

Example:

Estimate and compare construction costs for different years in the same city. To estimate the national average construction cost of a building in 1970, knowing that it cost \$900,000 in 2016:

INDEX in 1970 = 28.7

INDEX in 2016 = 207.2

Time Adjustment Using the Historical Cost Indexes:

$$\frac{\text{Index for Year A}}{\text{Index for Year B}} \times \text{Cost in Year B} = \text{Cost in Year A}$$

$$\frac{\text{INDEX 1970}}{\text{INDEX 2016}} \times \text{Cost 2016} = \text{Cost 1970}$$

$$\frac{28.7}{207.2} \times \$900,000 = .139 \times \$900,000 = \$124,662$$

The construction cost of the building in 1970 was \$124,662.

Note: The city cost indexes for Canada can be used to convert U.S. national averages to local costs in Canadian dollars.

Example:

To estimate and compare the cost of a building in Toronto, ON in 2016 with the known cost of \$600,000 (US\$) in New York, NY in 2016:

INDEX Toronto = 109.9

INDEX New York = 131.1

$$\frac{\text{INDEX Toronto}}{\text{INDEX New York}} \times \text{Cost New York} = \text{Cost Toronto}$$

$$\frac{109.9}{131.1} \times \$600,000 = .841 \times \$600,000 = \$502,975$$

The construction cost of the building in Toronto is \$502,975 (CN\$).

*Historical Cost Index updates and other resources are provided on the following website:
<http://info.thegordiangroup.com/RSMMeans.html>

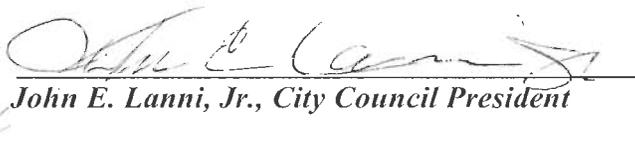
1 THE CITY OF CRANSTON

2
3 **RESOLUTION OF THE CITY COUNCIL**
4 **IN SUPPORT OF S3039 COMMEMORATING THE 226TH**
5 **ANNIVERSARY CELEBRATION OF 'HOPE DAY**
6 **BIRTH OF OUR NATION'**

7
8 No. 2016-35.1

9
10 **Passed:**

11 July 25, 2016

12
13 
14 **John E. Lanni, Jr., City Council President**

15 **Resolved that,**

16
17 **WHEREAS**, two hundred and twenty-six years ago, on May 29, 1790, in the City of
18 Newport, the Rhode Island Constitutional Convention was convened for the purpose of resolving
19 the adoption of the proposed Constitution that would create the United States of America; and
20

21 **WHEREAS**, fourteen years and twenty-five days had passed and the revolutionary
22 English Colony of Rhode Island had declared itself separate and free from any allegiance to
23 Great Britain on May 4th of 1776, and two years, eight months, and twelve days had elapsed
24 since the Philadelphia Constitutional Convention had adopted the proposed Constitution for the
25 United States of America on September 17th of 1787; and
26

27 **WHEREAS**, on a vote of thirty-four to thirty-two, Rhode Island's Constitutional
28 Delegation adopted the proposed Constitution of the United States and thus became the
29 thirteenth and the last of the original states to ratify and complete the Union; and
30

31 **WHEREAS**, the great bell of the Second Baptist Church on Farewell Street rang joyously
32 accompanied by an exuberant carillon of all Newport's churches, and the dancing in the streets of
33 the City of Providence combined with great celebrations across the state to herald in the newborn
34 State of Rhode Island and Providence Plantations, the Hope State, and to mark the "Birth of Our
35 Nation"; and
36

37 **WHEREAS**, by Rhode Island's revolutionary legislative action, resonating precisely two
38 months later with the collective action of the Declaration of Independence, the United States of
39 America was formally conceived in Liberty and the hope of America's Founding Fathers was
40 fulfilled; and
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WHEREAS, Rhode Island's prominent stature in these historic events has surely rendered our state eminently deserving of the slogan, "The Birthplace of Our Nation"; and

WHEREAS, on May 26, 2016, 2016-S3039 Senate Resolution was passed by the Rhode Island General Assembly commemorating the 226th Anniversary Celebration of "Hope Day: Birth of Our Nation";

NOW, THEREFORE BE IT RESOLVED, That the City of Newport, hereby commemorates the 226th Anniversary Celebration Of "Hope Day: Birth of Our Nation" and expresses its support of 2016-S3039 Resolution;

AND, BE IT FURTHER RESOLVED, The City Clerk shall forward copies of this Resolution to all other Rhode Island cities and towns requesting their support.

Sponsored by Councilman Aceto

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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"

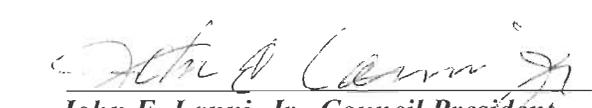
(~~Dumping Mattress Fines~~) *& Box Spring Mattress Fines)

*As Amended by City Council 7/25/2016

No. 2016-19

Passed:

July 25, 2016



John E. Lanni, Jr., Council President

Approved:

August 4, 2016 pursuant to Sect. 3.14 of the City Charter.

Allan W. Fung, Mayor

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

Section 1. Title 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 *Box Spring 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.

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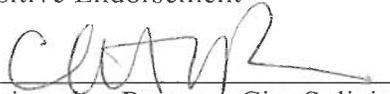
B. In the event any of the foregoing stated fines are not paid or a plea of not guilty to the citation is not entered prior to the fourteenth (14th) day after date of violation, said fines shall be doubled.

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

Negative Endorsement (attach reasons)


Christopher Rawson, City Solicitor, 7/25/16
Date

Christopher Rawson, City Solicitor Date

Sponsored by: Council Vice President Richard Santamaria, Councilman Farina and Council President Lanni

Referred to Public Works Committee July 11, 2016

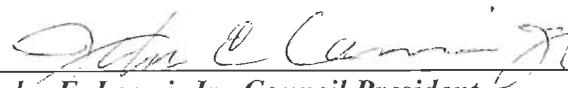
THE CITY OF CRANSTON

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. 2016-21

Passed:

July 25, 2016



John E. Lanni, Jr., Council President

Approved:

August 4, 2016



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

Negative Endorsement (attach reasons)

 7/25/16

Christopher Rawson, City Solicitor Date

Christopher Rawson, City Solicitor Date

Sponsored by Councilman Botts

Referred to Ordinance Committee July 14, 2016

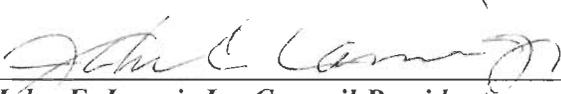
THE CITY OF CRANSTON

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)

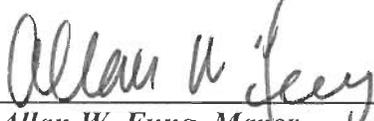
No. 2016-22

Passed:
July 25, 2016



John E. Lanni, Jr., Council President

Approved:
August 4, 2016



Allan W. Fung, Mayor

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

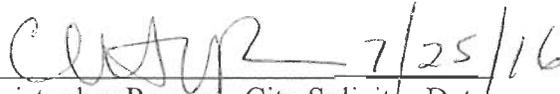
SECTION . Title 10.32.030 of the Code of the City of Cranston, 2005 entitled "Multi-Way Stop Intersections Enumerated" is hereby amended by adding the following:

Abbott Street and Highland Street - 3 way stop

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

Positive Endorsement

Negative Endorsement (attach reasons)

 7/25/16

Christopher Rawson, City Solicitor Date

Christopher Rawson, City Solicitor Date

Sponsored by Councilman Paplauskas

Referred to Ordinance Committee July 14, 2016

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. 2016-23

Passed:

July 25, 2016


John E. Lanni, Jr., Council President

Approved:

August 4, 2016 pursuant to Sect. 3.14 of the City Charter.


Allan W. Fung, Mayor

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

SECTION 1. Title 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

Negative Endorsement (attach reasons)


Christopher Rawson, City Solicitor Date

Christopher Rawson, City Solicitor Date

Sponsored by Council President Lanni

Referred to Ordinance Committee July 14, 2016

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. 2016-24

Passed:

July 25, 2016



John E. Lanni, Jr., Council President

Approved:

August 4, 2016 pursuant to Sect. 3.14 of the City Charter.

Allan W. Fung, Mayor

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

SECTION 1. Title 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.

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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.

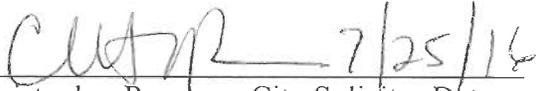
Fee Schedule

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

Negative Endorsement (attach reasons)

 7/25/16
 Christopher Rawson, City Solicitor Date Christopher Rawson, City Solicitor Date

Sponsored by Councilman Stycos

Referred to Ordinance Committee July 14, 2016

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08/04/2016 04:01:31 PM ZONE CHG ORD

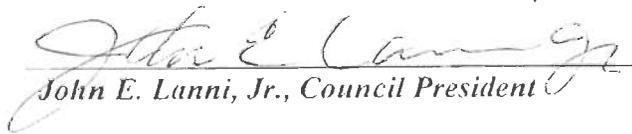
6-16-09

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. 2016-25

Passed:
July 25, 2016


John E. Lanni, Jr., Council President

Approved:
August 4, 2016


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.

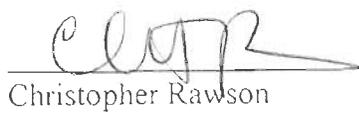
And by adding thereto the following:

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:

Negative Endorsement: (Attach reasons)


Christopher Rawson

7/25/16
Date

Christopher Rawson Date

Petition filed by 100 Sockanosset LLC

Referred to Ordinance Committee July 14, 2016



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

APPLICATION FOR CHANGE OF ZONE

Name(s) and address(es) of owner(s) of property 100 Sockanosset, LLC
1414 Atwood Avenue
Johnston, Rhode Island 02919

Zoning Plat Number 14 Lot No.(s) All of Lot 2 and a portion of Lot 1. See attached metes and bounds description.

Street Address or Location on Street 100 Sockanosset Cross Road

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

Present Zoning: M-2/S-1

Zoning Requested: C-5 with conditions

Property to be used for: Mixed Use

Date: June 14, 2016

Owner Attorney Thomas V. Moses, on behalf of
 100 Sockanosset, LLC

Owner

Applicant

Applicant

GIROFALO

DEED DESCRIPTION
FOR
100 SOCKANOSSET CROSS ROAD
Assessor's Plat 14, Lot 2
and portion of A.P. 14, Lot 1


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June 10, 2016

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

Beginning at a rebar located at the most northwesterly corner of the herein described parcel said point being fifty seven and 30/100 (57.30') feet easterly and fifty and 00/100 (50.00') southerly of a granite bound, and also thirty and 00/100 (30.00') feet right from Station 17+76.96 as shown on State Highway Plat 2587-A;

Thence proceeding south $28^{\circ} 43' 36''$ west a distance of twenty and 18/100 (20.18') feet to the point of beginning, said point being fifty and 00/100 (50.00') feet right from Station 17+79.59 as shown on State Highway Plat 2587-A;

Thence proceeding south $28^{\circ} 43' 36''$ west a distance of three hundred seventy nine and 82/100 (379.82') feet to a point;

Thence proceeding north $40^{\circ} 38' 11''$ west a distance of one hundred eighty and 54/100 (180.54') feet to a point;

Thence proceeding south $17^{\circ} 53' 59''$ west a distance of eight hundred ninety nine and 44/100 (899.44') feet to a rebar found at the most southwesterly corner of the herein described parcel, said point being located seven hundred fifty eight and 87/100 (758.87') feet northeasterly of a Rhode Island Highway Bound located opposite Sta. 165+50.53 as shown on State Highway Plat 1186 & 1195, bounded westerly by land now or formerly of The State of Rhode Island;

Thence proceeding south $74^{\circ} 37' 19''$ east along the northerly freeway line of State Route 37 a distance of eight hundred seventy three and 00/100 (873.00') feet to a Rhode Island Highway Bound located opposite Sta. 181+82.40 as shown on State Highway Plat 1186 & 1195;

Thence proceeding south $74^{\circ} 37' 19''$ east along the northerly freeway line of State Route 37 a distance of fifty one and 18/100 (51.18') feet to a point;

Thence proceeding north $25^{\circ} 34' 15''$ east a distance of one hundred eight and 09/100 (108.09') feet to a point;

Thence proceeding north $76^{\circ} 54' 40''$ east a distance of nine and 61/100 (9.61') feet to a point;

Thence proceeding north $25^{\circ} 34' 15''$ east a distance of twenty nine and 00/100 (29.00') feet to a point;

Thence proceeding north $25^{\circ} 51' 26''$ east a distance of one hundred and 00/100 (100.00') feet to a point;

Thence proceeding north $25^{\circ} 30' 48''$ east a distance of one hundred and 00/100 (100.00') feet to a point;

Thence proceeding north $26^{\circ} 16' 25''$ east a distance of sixteen and 30/100 (16.30') feet to a point;

Thence proceeding north $26^{\circ} 28' 37''$ east a distance of eighty two and 72/100 (82.72') feet to a point;
Thence proceeding north $28^{\circ} 14' 41''$ east a distance of forty four and 98/100 (44.98') feet to a rebar found, the last eight (8) courses bounded easterly by land now or formerly of Licht Realty Company;





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GAROFALO

Thence proceeding north 24° 52' 42" east a distance of one hundred twenty nine and 97/100 (129.97') feet to a point;

Thence proceeding north 36° 18' 45" east a distance of two hundred forty two and 80/100 (242.80') feet to a point, at the beginning of a curve;

Thence proceeding along the arc of said curve in a clockwise direction with a radius of twenty and 00/100 (20.00') feet and a delta angle of 90°04'01" a distance of thirty one and 44/100 (31.44') feet to a point at the end of said curve on the southerly highway line of said Sockanosset Cross Road;

Thence proceeding south 53°37' 14" west along the southerly street line of Sockanosset Cross Road a distance of eighty nine and 35/100 (89.35') feet, said point being thirty seven and 00/100 (37.00') feet right from Station 26+26.61 as shown on State Highway Plat 2587-A;

Thence proceeding north 53°37' 14" west along the southerly street line of said road a distance of four hundred twenty six and 61/100 (426.61') feet to a point, said point being thirty seven and 00/100 (37.00') feet right from Station 22+00.00 as shown on State Highway Plat 2587-A,

Thence proceeding north 55°46'57" west along the southerly street line of said road a distance of thirty one and 01/100 (31.01') feet to a point, said point being thirty eight and 17/100 (38.17') feet right from Station 21+69.01 as shown on State Highway Plat 2587-A;

Thence proceeding south 35°09'07" west a distance of seven and 00/100 (7.00') feet to a point, said point being forty five and 17/100 (45.17') feet right from Station 21+69.19 as shown on State Highway Plat 2587-A,

Thence proceeding north 55°45'44" west along the southerly street line of said road a distance of one hundred twenty nine and 25/100 (129.25') feet to a point, said point being fifty and 00/100 (50.00') feet right from Station 20+40.00 as shown on State Highway Plat 2587-A,

Thence proceeding north 53°37' 14" west along the southerly street line of said road a distance of two hundred sixty and 35/100 (260.35') feet to the point and place of beginning;

Said parcel contains 997.123 square feet or 22.89 acres more or less.

Said parcel is subject to a 30' easement along the easterly boundary see book 1017 page 263.

Said parcel is subject to a cemetery easement as designated "Historic Cemetery - State Farm"

Said parcel is subject to an easement to Narragansett Electric Co. & New England Telephone & Telegraph Company see book 467 pages 634-636.

Said parcel is subject to a bill board easement see book 673 page 368 & 478 page 292

Said parcel is subject to a utility line easement see book 748 page 962.

Said parcel is subject to a abandoned water line easement see book 582 page 1108, book 384 page 705, and book 418 page 54

Said parcel is subject to a right in and to a sanitary sewer line.

Said parcel is subject to a Temporary Easement Boundary as shown on State Highway Plat 2587-A.

Said parcel is subject to a 15'x15' easement granted to the Narragansett Electric Company see book 2900 pages 81-84.





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100 Sockanosset Park

100 Sockanosset Cross Road

In Accordance with the Cranston Zoning Ordinance
and City of Cranston – Subdivision Regulations

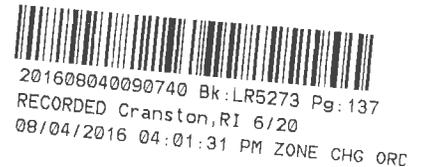
June 1, 2016

NARRATIVE OVERVIEW

To Accompany Application for Zone Change
for Plat 14, Lot 2 and a portion of Plat 14, Lot 1
to a C-5 With Conditions
located at 100 Sockanosset Cross Road
Cranston, Rhode Island

Applicant:

100 Sockanosset, LLC
1414 Atwood Avenue
Johnston, Rhode Island 02919



SECTION 1 – INTRODUCTION

The 100 Sockanosset Park property is intended to be redeveloped as a commercial retail, office, multi-family residential, restaurant and office (the “Proposed Project”).

The Project is situated at 100 Sockanosset Cross Road in the southern part of the City of Cranston. It is bordered to the north by the City of Cranston Library, to the west by Assessor’s Plat 14 Lot 15 formerly known as the Training School, to the east by Assessor’s Plat 10/4 Lots 40 and 698, and to the south by Rhode Island Route 37 (the “Site”).

The Site is approximately 22.89 acres which is currently owned by the Applicant. It is zoned M-2 and S-1. The Site is currently home to Citizen’s Bank, which has recently announced plans to relocate its operation to Johnston, Rhode Island. It is also commonly referred to as the “former Davol building.”

The Applicant now seeks a change of zoning to C-5 with conditions to allow proposed redevelopment anticipating Citizen’s Bank’s departure from the Site. The Applicant has prepared this Narrative Overview to be submitted in conjunction with the application for a zone change in accordance with the requirements set forth in the City of Cranston Zoning Ordinance and the City of Cranston – Subdivision Regulations.

SECTION 2 – PROPOSED PROJECT OVERVIEW/ SITE SUITABILITY

The Proposed Project is designed to take advantage of, and further enhance the abutting Chapel View & Fountains at Chapel View developments. As with Chapel View, the Proposed Project would facilitate a more economic arrangement of buildings, traffic and pedestrian circulation, utilities and landscaping within a unified parcel. The Site would be redeveloped into mixed-use retail, office, restaurant and multi-family residential with associated parking.

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

The site is already improved with public sewer and water service. The Proposed Project would not present an additional burden to these systems. With respect to the Proposed Project’s impact on police and fire services, the Proposed Project will not have any impact as there is already an existing fire station abutting the site. There is also no substantial burden on the police services anticipated given that the site is already developed.

100 Sockanosset Park -- Narrative Overview -- June, 2016

The Proposed Project represents a substantial benefit to the community and would create additional employment opportunities. It will perpetuate tax revenue for the City of Cranston, integrate while also enhancing surrounding land uses.



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SECTION 3 – NARRATIVE OVERVIEW

A. LAND USE ALLOCATION

LAND USE CHART

The Applicant seeks a zone change to C-5 with conditions. The following uses shall be allowed at the 100 Sockanosset Park property [Any use not listed below shall be deemed not allowed.]

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



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

B. STATEMENT OF NECESSARY SERVICES

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

C. TRAFFIC

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



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D. PROJECT ASPECTS AND CITY BENEFITS

i. Enhancement of Surrounding Area

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

ii. Demolition and Environmental Work

Redevelopment of the property may require demolition of a portion of the existing building. The environmental work is applicable to this Site.

SECTION 4 –DEVELOPMENT STANDARDS

A. Parking & Loading

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

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

The following schedule of intensity regulations shall apply to the 100 Sockanosset Park property.

District	Minimum Lot Area (sq. ft.)	Minimum Lot Width and Frontage (ft.)	Minimum Yards (ft.) Front	Minimum Yards (ft.) Rear	Minimum Yards (ft.) Side	Maximum Lot Coverage	Maximum Building Height
C-5	10,000	80	0	0	0	60%	100.00 ft.*

*Subject to Fire Department Approval

C. Signage

The Proposed Project shall conform to the City Code of Ordinances, Chapter 17.72 – Signs and provided that signs are allowed on all exterior faces of the building.



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CITY PLAN COMMISSION POLICY FOR TRAFFIC

PURPOSE

The purpose of this policy is to manage traffic impacts created by subdivisions and land development/redevelopment projects so as to:

1. provide for the orderly movement of traffic, reduce the potential for accidents, allow adequate emergency response, and maintain adequate and safe streets;
2. discourage the use of neighborhood streets as shortcuts by promoting the use of arterial and collector streets;
3. encourage the use of traffic engineering design standards appropriate for residential and commercial neighborhoods;
4. encourage private sector participation in managing traffic;
5. create and maintain safe and convenient pedestrian access and bike paths;
6. encourage the use of public transit, carpools and vanpools;
7. promote clean air by encouraging/providing alternative modes of transportation and reducing vehicle delays and resultant exhaust emissions.

DEFINITIONS

For the purposes of this policy the following terms shall have the following meanings:

ADEQUATE CAPACITY: Level of Service (LOS) D or better on every major approach at signalized junctions or roundabouts for Arterial and Collector Streets For unsignalized junctions [two/four way Stop] a LOS C or better for to main roadway left turning traffic..

For residential and subcollector streets adequate capacity shall be defined as operations not resulting in excessive minor approach queuing [10+ vehicles] and resultant delays that would potentially have an adverse effect on intersection safety.

AVERAGE DAILY TRAFFIC (ADT): The number of vehicles passing a point on a street during a 24 hour period on a typical day.

CAPACITY OF AN INTERSECTION: The maximum number of vehicles which can reasonably be expected to be processed through an intersection or street segment during a one hour peak time period.

DESIGN YEAR: The fifth year after a development is scheduled to be completed.

EXCEPTIONAL PEAK PERIOD: An exceptional hourly, daily or seasonal period of trip generation (i.e., the December holiday).

IMPACTED STREET: A street or intersection receiving 50 or more peak hour trips from a development.

LEVEL OF SERVICE (LOS): A measure of the operating conditions of an intersection or street segment ranked on a scale from LOS A (optimum) to LOS F (failing) as defined in the Highway Capacity Manual latest edition by the Transportation Research Board.

PASS-BY TRIPS: The number of trips captured by a land use from existing traffic on an adjacent street.

PEAK HOUR: The four consecutive 15 minute periods of heaviest volume of traffic on a street or from a development.

650

PEAK PERIOD, MORNING: Generally, 7 A.M. to 9 A.M.

PEAK PERIOD, EVENING: Generally, 3 P.M. to 6 P.M.

PEAK PERIOD, SATURDAY: Generally, noon to 4 P.M.


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SIGNAL PHASE: That part of a traffic signal's time cycle allocated to a traffic movement or a combination of movements (including exclusive pedestrian movements) receiving the right- of-way simultaneously.

STREET:

ARTERIAL: An interregional street with an ADT of more than 5,000 conveying traffic between centers.

COLLECTOR: A street carrying large volumes of traffic [maximum ADT of 5,000] between arterial streets and residential and subcollector streets and having limited direct access to lots.

SUBCOLLECTOR: A street with a maximum ADT of 1,000-2,000 which provides access to lots and carries residential traffic to collector and arterial streets.

RESIDENTIAL: A street with low traffic volume (maximum ADT of 1,000) which provides frontage for access to lots and carries traffic with destination or origin on the street itself.

STUDY AREA: An area which encompasses all impacted streets.

TRIP: A single or one-directional vehicle movement.

TRIP ASSIGNMENT: Assignment of development generated and through trips to municipal streets and a development's driveways.

TRIP RATE: The number of trips per unit of independent variable (e.g., trips per dwelling unit, employee or square footage).

APPLICABILITY

This policy shall apply to every application for a Major Land Development or Subdivision [**DEVELOPMENT**].

TRAFFIC STUDY

- A. A traffic study, prepared by a firm or individual registered with the State Board of Registration for Professional Engineers, to provide Professional Engineering services in the State of Rhode Island or other appropriate professional specializing in traffic planning, shall be submitted with each application for a Development in which the proposed activity under review will generate 50 or more new trips during the peak hour of the development. If no streets are impacted by a development, the City Plan Commission [**COMMISSION**] may determine that a traffic study is not required.

The applicant, at his discretion, may consult with the Commission or its designee prior to the submission of an application for Development in order to identify the intersections to be studied and the appropriate elements to include in the study.

- B. Trip rates shall be based on Institute of Transportation Engineers Trip Generation, latest edition (ITE) or data from similar developments in similar settings in Rhode Island.
 - 1. If ITE is used, the land use code, number of studies, weighted average trip rate, trip generation



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- equation, standard deviation and coefficient for each land use used shall be provided. Use of the weighted average trip rate or trip generation equation to predict trips for each land use shall be based on the procedures set forth in ITE.
2. If local trip rates are used, the methodology used and the applicability of the data shall be provided.
 3. If data is available from ITE and local sources, the applicant may demonstrate why the ITE data is not accurate and should not be used. The Commission shall determine which data source will be used.
- C. All traffic counts including turning movements shall have been taken within 12 months of the date of submission and shall be adjusted for seasonal variation with an explanation as to how the adjustment was made.
- D. Projections of ADT's, turning movements and capacity analyses shall be adjusted for (where appropriate):
1. background traffic with an explanation as to how said adjustment was made;
 2. truck traffic and buses;
 3. vacant space in existing buildings in the study area;
 4. trips generated by the proposed development based on full occupancy; and
 5. trips generated by developments in the study area that are under review or approved by a municipal or state agency.
- E. If an exceptional peak period is likely to occur, the Commission may require analysis of traffic for said period.
- F. Trips from an existing land use that are being replaced by a new land use may be subtracted as follows:
1. If trip generation and distribution for the new land use have the same characteristics as the land use being replaced, trips generated by the new land use may be reduced by an amount not to exceed the trips generated by the land use being replaced.
 2. If trip generation and distribution for the new land use do not have the same characteristics as the land use being replaced, trips generated by the existing land use may be subtracted from the street system.
- G. Where a project accesses or impacts a state highway, evidence of consultation with RIDOT shall be provided with the master plan submission. If offsite mitigation is required on state highway a copy of the Physical Alteration Permit as issued by RIDOT shall be provided with the preliminary plan submission.
- H. The traffic study shall have the following elements (when applicable):
1. Executive summary with:
 - a. scope of work to include location of the project, locus map and site plan, description of type and intensity of existing and proposed development and description of study area;
 - b. schedule for project development;
 - c. summary of existing and future traffic conditions including deficiencies in the street system;
 - d. summary of traffic impacts and proposed mitigation;
 - e. listing of all permits required by the project and a summary of the status of permitting process for each required permit.
 2. Review of traffic studies undertaken within the study area in the prior 5 years on file with the State or in the municipalities within the study area.
 3. Description of roadway characteristics for all impacted streets to include:
 - a. inventory of land uses within 500 feet of the development and description of land uses on each impacted street;
 - b. identification of all curb cuts and driveways within 500 feet of the development;



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- c. physical characteristics including number of travel lanes; widths of right-of-way, travel lanes, sidewalks and shoulders; conditions of pavement, sidewalk and curbing; and roadway geometry and grades;
 - d. inventory of traffic control devices including regulatory parking and warning signs, traffic signal permits, control units and description of signal phasing;
 - e. sight distances and obstructions to sight lines;
 - f. location and type of street lighting;
 - g. actual design [85th percentile] and posted traffic speeds;
 - h. number, type and location of accidents by year for the most recent three years;
 - i. description of transit system serving the study area including mode, frequency, schedule, routes, stop location and patronage;
 - j. time and peak volume of parking for the development;
 - k. location of pedestrian and bicycle routes;
 - l. location of churches, schools, parks and similar public or civic uses within the study area.
4. Description of traffic improvements to be completed in the study area prior to the design year with a schedule of implementation and identification of the parties responsible for implementing the improvements.
 5. ADT's on all impacted streets with daily volumes in excess of 5,000 vehicles per day for the current year and the no-build and build conditions of the design year (no-build and build conditions). Current ADT's shall be counted for a 48-hour period on a typical weekday.
 6. Existing site generated trips with a trip assignment.
 7. Identification of the peak hours (AM, PM, and Saturday) of the development and for adjacent streets with an explanation as to how the peak hours were selected.
 8. Development generated trips for the peak hours of the development and for adjacent streets and a trip assignment with an explanation as to how the assignment was made. If projected trips are adjusted for pass-by or diverted trips, an explanation as to how the adjustment was made shall be provided. Adjustment for pass-by trips shall be limited to 25% of site generated trips and 5% of the volume the traffic on the street serving the site.
 9. Peak hour(s) turning movement counts on all impacted streets for the current year and the no-build and build conditions.
 10. Peak hour(s) capacity analysis for the current year and the no-build and build conditions on all impacted streets. Said analysis shall be based on the Highway Capacity Manual Transportation Research Board, latest edition and shall include a queue analysis and critical volumes by signal phase or turning movement for each intersection studied.
 11. Peak hour(s) gap analysis for unsignalized impacted streets and site driveways which experience excessive delay, queuing or are approaching capacity.
 12. Measures to mitigate traffic impacts to include:
 - a. The process through which the mitigation will be authorized, financed, designed and implemented.
 - b. Peak hour(s) capacity analysis on all impacted streets and intersections based on the mitigation proposed.
 - c. Review of potential impact to utilities, wetlands, archaeological/historical sites, etc.
 - d. Implementation schedule. If the development or the mitigation is phased, the study shall show how the mitigation will be implemented and function for each phase.
 - e. If site design and geometric changes are proposed, said changes shall be based on current engineering standards for turn pockets, transition tapers, lane widths, sight distance, multiple lane configuration, and right-of-way widths. A description of said changes shall include:
 1. scaled plan(s) (1"=40' preferred) showing:
 - a. existing and proposed layout lines, building footprint(s), parking lot areas and driveways;
 - b. the relationship of the site layout to existing rights-of-way with sight distances;



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- c. proposed geometric changes and widening (driveways, storage lanes, acceleration and deceleration lanes, turning lanes, etc.
2. A traffic management plan to maintain traffic flow on impacted street(s) and allow access to abutting properties by vehicles, pedestrians, and handicap persons during construction.
3. Measures to mitigate traffic generated noise and dust pollution.
- f. If traffic signalization is proposed, a signal warrant analysis based on Manual on Uniform Traffic Control Devices (FHWA, latest edition).
- g. Program to monitor the effects of the mitigation for period of up to three years after implementation.
- h. If signalization of an unsignalized intersection is proposed as mitigation, the applicant shall also provide alternative mitigation designs for the intersection including analysis of a roundabout per RIDOT policies.

TRAFFIC CAPACITY

- A. Prior to granting a Development approval, the Commission shall determine if there will be adequate capacity on all impacted streets for the build condition.
 1. If adequate capacity is projected on any impacted street for the no-build condition and a development causes a decrease in LOS, the Commission may require implementation of mitigative measures to restore the LOS to the no-build condition.
 2. If any impacted street does not have adequate capacity for the build condition, the Commission shall take one of the following measures:
 - a. The Commission shall require the implementation of mitigative measures to achieve adequate capacity.
 - b. If the Commission determines that the Development is not the cause for an impacted street having inadequate capacity and that the cost for mitigation is excessive given the size and nature of the Development, the Commission shall require the implementation of mitigative measures to insure that there is no increase in delay and shall require a cash contribution of \$500 for each new vehicle trip added to the impacted street. Said contribution shall to be deposited into a dedicated account whose use shall be restrict to implementing mitigation on said street.
 - c. The Commission shall deny the application if the mitigative measures to achieve adequate capacity can not be implemented.
- B. The Commission may condition its approval on:
 1. Completion of mitigation prior to issuing any occupancy permit.
 2. Posting surety to guarantee implementation of mitigation.
 3. Implementing measures to reduce trips generated by a development including use of:
 - a. employer subsidized passes for public transit,
 - b. carpools and vanpools,
 - c. flex time or staggered work hours,
 - d. preferential parking for high occupancy vehicles,
 - e. restricting access to or egress from off street parking areas during peak hours,
 - f. measures to promote pedestrian access,
 - g. measures to encourage bicycle commuting such as secured bike racks and locker and shower facilities.
 4. The submission of periodic reports on the effectiveness of the trip reduction programs as part of the monitoring required under Section H.12.g. above.
 5. Reducing of the size or intensity of the project.
 6. Phasing the development of the project.
 7. Obtaining all other permits where applicable.



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COMPLIANCE

If the Commission determines that its conditions on traffic are not being met, the Commission shall require the applicant to bring the development into compliance.

WAIVER OF THE REGULATIONS

If the Commission finds that any section or provision of this policy does not apply, it may be waived by vote of the Commission.

SEPARATION

Should any section or provision of this policy be declared to be invalid, said section or provision shall not invalidate any other section or provision of this policy.

Allan W. Fung
Mayor

Peter S. Lapolla
Planning Director



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CITY PLAN COMMISSION
Cranston City Hall
869 Park Avenue, Cranston, RI 02910

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CRANSTON
CITY CLERK

Michael Smith
Chairman

Ken Mason, P.E.
Mark Motte
Gene Nadeau
Robert Strom
Frederick Vincent
Lynne Harrington
Kimberly Bittner
Jennifer Lepré

July 13, 2016

Council President Lanni
Cranston City Hall
869 Park Avenue
Cranston, RI 02910

RE: Ordinance #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). M-2 (Heavy Industrial) and S-1 (Open Space) to C-5 (Highway Commercial with conditions)

Dear Council President Lanni:

On July 12, 2016, the above referenced ordinance was reviewed by the City Plan Commission for the purpose of providing the Council with an advisory recommendation, as required by Section 45-24-52 of the Rhode Island General Laws and Section 17.120.030 of the Cranston Zoning Code.

Ordinance 6-16-09 proposes to change the zoning classification for a parcel of land identified as Assessors Plat 14 Lot 2 [Zoning Map Plot 14 Lot 2 and a portion of Lot's 14 and 1] located at 100 Sockanosset Crossroad from M-2 General Industry and S-1 Open Space to C-5 Heavy Business/Industry with conditions. The site consists of 22.89 acres and its current use is classified as a Business/Professional Office [Citizen's Bank]. The property is located within the Sockanosset Crossroad commercial corridor that currently houses Garden City, Chapel View and the Fountains [the former Training School site recently rezoned to a C-5 with Conditions]. It is bounded by Route 37 to the south, the Fountains, a City Fire Station and Library to the west, a mix commercial development to the east, and Sockanosset Cross Road to the north. The Site is owned by the 100 Sockanosset, LLC who proposes the rezone to reflect the current use on site, to aid in a future redevelopment of the site and to make the site consistent with the Future Land Use Plan of the City's Comprehensive Plan. This document covers all the specific details of the C-5 rezone.

The ordinance, as proposed, was drafted with input from the Planning Department. It is designed to give 100 Sockanosset, LLC the flexibility to maximize a redevelopment of the site while allowing the City sufficient safe guards to ensure that any impacts from future development are mitigated. The controlling document for the zone change is entitled 100 Sockanosset Park 100 Sockanosset Cross Road Narrative Overview June, 2016. The document sets out the conditions by which the site may be developed. In brief:

- Section 3.A. lists the uses that are allowed within the zone.
- Section 3.C. requires that any major Land Development comply with the City Plan Commission's policy for traffic.
- Section 4.A. requires that any development comply with the applicable parking and loading standards set by Title 17 of the Code [zoning].
- Section 4.B. sets the dimensional and density standards by which the site may be developed. Section 4.B. allows the site to have 0' front, side and rear yard setbacks and allow a building height of 100' [subject to approval of the fire department.
- Section 4.C. requires that any development comply with Chapter 17.72 Signs of the City Code with the exception that "signs will be allowed on all exterior faces of the building."



201608040090740 Bk:LR5273 Pg:149
RECORDED Cranston,RI 18/20
08/04/2016 04:01:31 PM ZONE CHG ORD

Plan Commission Recommendation
Ordinance #6-16-09

July 13, 2016
Page 2

FINDINGS

The site is currently zoned M-2 General Industry and S-1 Open Space, which is not consistent with the Future Land Use Plan. The Future Land Use Plan of the 2010 Comprehensive Plan designates the site as Highway Commercial and Services [Land Use Classification]. The Land Use Element of the Comprehensive Plan indicates that for Highway Commercial and Services the appropriate zoning would be C-3, C-4 and C-5. Therefore, the proposed rezone to C-5 will be consistent with the Comprehensive Plan.

Findings Under §17.04.010 City Code. Sec. 17.20.30 requires that the City Plan Commission, as part of its recommendation to the City Council, "Include a demonstration of recognition and consideration of each of the applicable purposes of zoning as presented in Section 17.04.010 of this title." Section 17.04.010 set forth the General Purpose for Title 17 of the City Code. The Commission would note that to the extent that any redevelopment of this site will be required to comply with Title 17, including Development Plan Review, and will be required to comply with City of Cranston Subdivision and Land Development Regulations, the Commission may find that the proposed rezone of the site to C-5 is consistent with the appropriate purposes detailed in §17.04.010.

RECOMMENDATION

The Commission finds the proposed zone change to C-5 Heavy Commercial/Industrial consistent with the 2010 Comprehensive Plan. Upon motion made by Mr. Motte and seconded by Mr. Vincent, the Commission voted (6/1 Ms. Harrington voted nay) to forward a positive recommendation and endorsement of Ordinance 6-16-09 conditioned on the document entitled 100 Sockanosset Park 100 Sockanosset Cross Road Narrative Overview June, 2016 being adopted as part of the ordinance by the City's Ordinance Committee and by the full City Council.

Respectfully submitted,


Peter S. Lapolla
Director

THE CITY OF CRANSTON

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

No. 2016-37

Passed:
July 25, 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)

ALFANTUNG
MAYOR



DIVISION OF ASSESSMENT
869 PARK AVE
CRANSTON RI 02910

SALVATORE SACCOCCIO JR.
CITY ASSESSOR

DAVID COLE
DEPUTY ASSESSOR

MEMO

DATE: July 8, 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:

<u>Assessment Date</u>	<u>Value</u>	<u>Tax</u>
December 31, 2010	1,486	63.07
December 31, 2011	3,237	137.38
December 31, 2012	1,714	72.74
December 31, 2013	13,885	589.28
December 31, 2014	39,487	1,675.81
December 31, 2015	<u>684,266</u>	<u>29,069.97</u>
Totals	744,775	31,608.25



Salvatore Saccoccio, Jr.
City Assessor

City of Cranston
2012 Motor Vehicle
Abatement List

	37013810	0000060037	00000000	0000000000	00000000	0000000000
1	Vehicle 2000	M B	REVPF	Vehicle 0000	Vehicle 0000	ID
	ID WDBJF65J5YB098495			ID		
	GOODS FAMILY CHURCH					
	1525 BROAD ST					
	CRANSTON RI 02905					
	Original	Value	Tax	Original	Value	Tax
	EXEMPTION OMITTED	3,737	137.38			
	Adjusted Tax:		137.38	Adjusted Tax:		

For Tax Year: 2012

	Value	Tax
Original	3737	137.38
Adjusted Tax		137.38 on 1 Accounts

City of Cranston
2015 Motor Vehicle
Abatement List

Line	Vehicle ID	Year	Make	Model	Value	Tax	Notes
1	33024450	2002	NISS		614716		
	Vehicle 2002 NISS 614716 ID JN8DR09Y92W742529 CIAMBRONI CARL D 85 BRIGGS ST 507 Cranston RI 02920						
	Original	:	Value	:	Tax	:	
	EXEMPTION OMITTED	:	1,890	:	58.99	:	
	Adjusted Tax:	:		:	58.99	:	
2	33033680	2011	NORT			000021	
	Vehicle 2011 NORT 000021 ID 55FN835238E226306 CONTI MICHAEL J 211 CARDINAL RD Cranston RI 02921						
	Original	:	Value	:	Tax	:	
	WRONG MODEL	:	13291	:	2607.30	:	
	Adjusted Tax:	:		:	298.65	:	
	Adjusted Tax:	:		:	2308.65	:	
3	34010910	2002	TOYI				427672
	Vehicle 2002 TOYI 427672 ID JIEHF21A120078421 DELGADO LUZ M 54 LOOKOUT AVE Cranston RI 02920						
	Original	:	Value	:	Tax	:	
	STOLEN/SOLO/JUNK/TOT	:	3123	:	220.13	:	
	Adjusted Tax:	:		:	112.20	:	
	Adjusted Tax:	:		:	107.85	:	
4	34025780	2011	CHEV		406780		
	Vehicle 2011 CHEV 406780 ID 1G12B5E13BF185914 DIZOGLIO JESSE H 96 TUPELO HILL RD Cranston RI 02920						
	Original	:	Value	:	Tax	:	
	STOLEN/SOLO/JUNK/TOT	:	11,525	:	467.90	:	
	Adjusted Tax:	:		:	254.90	:	
	Adjusted Tax:	:		:	213.00	:	
5	36016170	2012	CANA			002146	
	Vehicle 2012 CANA 002146 ID 2BXJBNC12CV000671 FRIDMAN KENNETH L 195 KNOLLWOOD AVE Cranston RI 02910						
	Original	:	Value	:	Tax	:	
	EXEMPTION OMITTED	:	19300	:	1140.36	:	
	Adjusted Tax:	:		:	127.32	:	
	Adjusted Tax:	:		:	1013.04	:	
6	37007900	2011	KIA				371456
	Vehicle 2011 KIA 371456 ID KNAGM4A/9H5092508 GEORGEON ANNE M 370 BUDLONG ROAD Cranston RI 02920						
	Original	:	Value	:	Tax	:	
	DECEASED	:	3756	:	169.75	:	
	Adjusted Tax:	:		:	169.75	:	
	Adjusted Tax:	:		:		:	
7	37013140	2008	MERZ		388568		
	Vehicle 2008 MERZ 388568 ID 4JGB006E98A358428 GODS FAMILY CHUR 1525 BROAD STREET CRANSTON RI 02905						
	Original	:	Value	:	Tax	:	
	EXEMPTION OMITTED	:	39	:	25.77	:	
	Adjusted Tax:	:		:	25.77	:	
	Adjusted Tax:	:		:		:	
8	38005350	2004	TOYT			BH 940	
	Vehicle 2004 TOYT BH 940 ID 4T1CA30P84U004630 HARTELL BARBARA J 15 MYRTLE AVE Cranston RI 02910						
	Original	:	Value	:	Tax	:	
	STOLEN/SOLO/JUNK/TOTA	:	3591	:	1491.38	:	
	Adjusted Tax:	:		:	131.18	:	
	Adjusted Tax:	:		:	1360.20	:	
9	42015490	2000	ISU			RL 525	
	Vehicle 2000 ISU RL 525 ID JAC0J58X1Y7J12580 LINNEMAN RAYMOND H 35 SPENSTONE RD CRANSTON RI 02910						
	Original	:	Value	:	Tax	:	
	STOLEN/SOLO/JUNK/TOT	:	774	:	1524.24	:	
	Adjusted Tax:	:		:	11.63	:	
	Adjusted Tax:	:		:	1512.61	:	
10	43045880	2008	BMW		693885		
	Vehicle 2008 BMW 693885 ID 4US8U33578LW61213 MURPHY DIANE C 102 BURMSTADT ST Cranston RI 02910						
	Original	:	Value	:	Tax	:	
	STOLEN/SOLO/JUNK/TOT	:	8,002	:	325.51	:	
	Adjusted Tax:	:		:	325.51	:	
	Adjusted Tax:	:		:		:	
11	44002490	1999	HUIC				606410
	Vehicle 1999 HUIC 606410 ID 1G4HP52K0XH450555 NELSON CHRIS 50 BIRCH ST APT208 CRANSTON RI 02920						
	Original	:	Value	:	Tax	:	
	EXEMPTION OMITTED	:	1398	:	38.11	:	
	Adjusted Tax:	:		:	38.11	:	
	Adjusted Tax:	:		:		:	
12	46000590	2014	FORD				JP 490
	Vehicle 2014 FORD JP 490 ID 1FADP3F21E1356928 PACITTO JOSEPH 113 HYBRID DR SPT 10 CRANSTON RI 02920						
	Original	:	Value	:	Tax	:	
	EXEMPTION OMITTED	:	5705	:	121.72	:	
	Adjusted Tax:	:		:	121.72	:	
	Adjusted Tax:	:		:		:	

City of Cranston
2015 Motor Vehicle
Abatement List

.....
For Tax Year: 2015

	Value	Tax		
Original	: 77394	8191.16		
		1675.81	on 12	Accounts
Adjusted tax	:	6515.35		

City of Cranston
2016 Motor Vehicle
Abatement List

Line	Vehicle ID	Year	Make	Model	Value	Tax	Notes
1	31011010	2006	HOND	PO 31	4,440	167.21	EXEMPTION OMITTED
	ID 1HGCN56466A028141 ANDERSON RICHARD D 6317 SCITUATE VISTA DR Cranston RI 02921						Adjusted Tax: 39.69
2	31018650	2010	NISS	003330	12254	498.84	EXEMPTION OMITTED
	ID 1N4AA5AP6AC824908 AVAKIAN ANTRANIG 75 OAKLAWN AVE APT 216 Cranston RI 02920						Adjusted Tax: 244.20
3	31019520	2010	HOND	357772	5574	221.92	OUT OF STATE REG
	ID JHMGE8H28AS023485 AZUMA YOSHIAKI 100 ELENA ST APT 923 Cranston RI 02920						Adjusted Tax
4	32013770	2008	HYUN	776707	4,427	166.66	EXEMPTION OMITTED
	ID KMH0U46038U385996 BIANCHINI JUDITH L 85 BRIGGS ST APT 201 CRANSTON RI 02920						Adjusted Tax
5	32014030	2007	MAZD	423070	5096	2072.48	STOLEN/SOLD/JUNK/TOTA
	ID JM1BK34M97166073/ BICHAJIAN MARK S 55 BEECHWOOD DRIVE CRANSTON RI 02921						Adjusted Tax: 1643.47
6	32016970	2012	HYUN	500179	6075	243.69	OUT OF STATE REG
	ID KMHCU4AE3CU080650 BOCHNER LLOYD D 231 HYDE ST CRANSTON RI 02920						Adjusted Tax
7	32024680	2006	TOYT	363872	3,643	133.39	EXEMPTION OMITTED
	ID 2T1BR32E36C609459 BROOKS THEARTIC 825 PONTIAC AVE APT 1 202 CRANSTON RI 02910						Adjusted Tax: 6.07
8	32027360	2010	TOYO	968860	7406	294.96	DECEASED
	ID 1NXBU4EE6AZ333348 BUCCI DOMINIC 42 TREMONT ST CRANSTON RI 02920						Adjusted Tax
9	33002210	2009	FORD	403137	978	38.16	STOLEN/SOLD/JUNK/TO
	ID 1FAHP24W59G115292 CALDARELLA LEO 124 PACKARD ST CRANSTON RI 02910						Adjusted Tax
10	33011820	2015	CHRY	007072	19,294	753.02	EXEMPTION OMITTED
	ID 2C4RC1G2FR589421 CARRERA STEVEN R 5 PRISCILLA DR CRANSTON RI 02921						Adjusted Tax: 625.70
11	33015780	2014	FORD	345390	21225	13052.80	EXEMPTION OMITTED
	ID 2FMDK4GC2EBA36275 CATHOLIC CEMETERIES 80 ST MARYS DRIVE CRANSTON RI 02920						Adjusted Tax
12	33022080	2013	SHOR	058784	2500	1171.60	WRONG MODEL
	ID 1F0J3AT2/DA510511 CHHEAM SAMBATH 116 FRANKLIN AVENUE CRANSTON RI 02920						Adjusted Tax: 1099.45

City of Cranston
2016 Motor Vehicle
Abatement List

Line	Vehicle ID	Year	Make	Model	Value	Tax	Notes
13	33022500	2006	NISS	Vehicle 2006	4,787	1,448.39	STOLEN/SOLD/JUNK/TOT
						93.11	
						1,355.28	Adjusted Tax:
14	33024290	2002	NISS	Vehicle 2002	1878	58.48	EXEMPTION OMITTED
						58.48	Adjusted Tax:
15	33024320	2005	ACUR	Vehicle 2005	5698	220.60	STOLEN/SOLD/JUNK/TOT
						54.40	
						166.20	Adjusted Tax:
16	33025070	2015	HYUN	Vehicle 2015	13,807	604.09	EXEMPTION OMITTED
						349.45	Adjusted Tax:
17	33033380	2011	NORT	Vehicle 2011	38000	3507.04	WRONG MODEL
						841.16	Adjusted Tax:
						2665.88	Adjusted Tax:
18	33041840	2013	CARR	Vehicle 2013	750	10.61	WRONG MODEL
						10.61	Adjusted Tax:
19	34008530	2015	DODG	Vehicle 2015	20,125	1,349.00	EXEMPTION OMITTED
						1,349.00	Adjusted Tax:
20	34009830	2014	HYUN	Vehicle 2014	12325	501.85	EXEMPTION OMITTED
						127.32	Adjusted Tax:
						374.53	Adjusted Tax:
21	34012660	1999	CHEV	Vehicle 1999	698	8.40	EXEMPTION OMITTED
						8.40	Adjusted Tax:
22	34031720	2007	HOND	Vehicle 2007	3,503	137.89	OUT OF STATE REG
						137.89	Adjusted Tax:
23	35000420	2011	SUBA	Vehicle 2011	12611	732.26	STOLEN/SOLD/JUNK/TOTA
						297.13	Adjusted Tax:
						435.13	Adjusted Tax:
24	36016040	2012	CANA	Vehicle 2012	8206	636.52	EXEMPTION OMITTED
						127.32	Adjusted Tax:
						509.20	Adjusted Tax:

City of Cranston
2016 Motor Vehicle
Abatement List

25	37004860	0000058222	26	37005730	0000058470	27	37007280	0000059057
Vehicle 2014	FORD	317366	Vehicle 2003	TOYT	471012	Vehicle 2013	HOND	RG 84
ID 1FTNC1EW7EDA22281			ID JTD8B32E530020323			ID 2HKRM4H72DH625559		
GATEWAYS TO CHANGE INC			GAYHEART CARLA R			GENTILE RAYMOND F		
1060 PARK AVENUE			416 UNION AVF			142 GREENING LN		
CRANSTON RI 02920			Cranston RI 02920			CRANSTON RI 02920		
Original :	Value	Tax	Original :	Value	Tax	Original :	Value	Tax
EXEMPTION OMITTED	21,700	899.73	OUT OF STATE REG	2044	66.59	EXEMPTION OMITTED	23075	958.08
Adjusted Tax:		899.73	Adjusted Tax:		66.59	Adjusted Tax:		127.32
28	37007680	0000059289	29	37009360	0000059764	30	37013030	0000060981
Vehicle 2011	KIA	371456	Vehicle 2007	CHEV	ZT 424	Vehicle 2008	MERZ	308568
ID KNAGM4A79B5092508			ID 1G1AK55F377321257			ID 4JG8886E98A358428		
GEORGEON ANNE R			GIARDINO EMMA S			GODS FAMILY CHURCH		
370 BUDLONG ROAD			42 COTTONWOOD DRIVE			1525 BROAD STREET		
Cranston RI 02920			Cranston RI 02921			CRANSTON RI 02905		
Original :	Value	Tax	Original :	Value	Tax	Original :	Value	Tax
DECEASED	4,461	181.26	EXEMPTION OMITTED	2965	104.61	EXEMPTION OMITTED	11269	787.98
Adjusted Tax:		181.26	Adjusted Tax:		104.61	Adjusted Tax:		787.98
31	37013390	0000061103	32	37013480	0000061127	33	38004720	000006285
Vehicle 2009	HYUN	001640	Vehicle 2011	BUIC	IG 290	Vehicle 1998	OLDS	YW 552
ID KMH0U48089U665916			ID 1G4GA5ED78F173918			ID 1G3WH52KXWF302125		
GOLDBERG EDMOND			GOLDBLATT ROBERT M			HARRIS JOYCE M		
201 HOFFMAN AVE APT 23			425 MESSE VLY PKWY A302			315 PARK AVE		
Cranston RI 02920			CRANSTON RI 02920			CRANSTON RI 02905		
Original :	Value	Tax	Original :	Value	Tax	Original :	Value	Tax
EXEMPTION OMITTED	5,326	204.82	EXEMPTION OMITTED	12445	506.95	EXEMPTION OMITTED	690	0.40
Adjusted Tax:		127.32	Adjusted Tax:		254.64	Adjusted Tax:		8.40
34	38005200	0000066448	35	38011280	0000068340	36	38013140	0000069091
Vehicle 2004	TOYT	BH 940	Vehicle 2000	PLYM	TH 176	Vehicle 2014	HOND	353407
ID 4T1CA30P84U004838			ID 1P4CP44RBY8563352			ID 1HGCR2F591A021448		
HARTSELL BARBARA J			HINES THOMAS P			HONDA LEASE TRUST		
15 MYRTLE AVE			60 STRATHMORE ROAD			600 KELLY WAY		
CRANSTON RI 02910			Cranston RI 02905			Holyoke MA 01040		
Original :	Value	Tax	Original :	Value	Tax	Original :	Value	Tax
STOLEN/SOLD/JUNK/TOT	1,379	1,283.04	STOLEN/SOLD/JUNK/TOTA	676	979.22	STOLEN/SOLD/JUNK/TO	19725	668457.10
Adjusted Tax:		48.04	Adjusted Tax:		10.20	Adjusted Tax:		61.03
		1,235.00			969.02			668396.07

City of Cranston
2016 Motor Vehicle
Abatement List

Line	Vehicle ID	Year	Make	Model	City	Value	Tax	Notes
37	39002030	2013	CHEV	WRONG PERSON/COMPANY	080318	33,025	2,105.02	Adjusted Tax: 724.66
	40001010	2010	HYUND	EXEMPTION OMITTED		6974	147.44	Adjusted Tax: 20.12
	40003260	2004	PTRR	EXEMPTION OMITTED		12373	503.89	Adjusted Tax: 503.89
40	41000840	2011	NISS	OUT OF STATE REG	JK 130	1,349	54.53	Adjusted Tax: 54.53
	41001210	2004	JEFF	STOLEN/SOLD/JUNK/TOTA		2902	950.74	Adjusted Tax: 25.17
	41003550	2013	FORD	EXEMPTION OMITTED		26625	1006.38	Adjusted Tax: 985.16
43	41004090	2000	MAZD	OUT OF COMMUNITY	478813	900	16.98	Adjusted Tax: 16.98
	41004740	2009	TOYO	OUT OF STATE REG		5032	464.12	Adjusted Tax: 454.40
	41004870	2007	HOND	OUT OF STATE REG		5059	193.48	Adjusted Tax: 117.63
46	41004080	2014	SUBA	OUT OF STATE REG	940480	18,975	784.08	Adjusted Tax: 462.25
	42015780	2000	ISU	STOLEN/SOLD/JUNK/TOTA	HL 525	968	1594.93	Adjusted Tax: 1575.07
	42015910	2002	MAZD	EXEMPTION OMITTED	BL 4	1388	37.69	Adjusted Tax: 37.69

City of Cranston
2016 Motor Vehicle
Abatement List

49	42018070	0000088193	50	42021770	0000089440	51	43001380	0000090509
Vehicle 2006	FORD	724141	Vehicle 2013	TOYT	JL 910	Vehicle 1997	HOND	802042
ID 1FAFP34N06W106165			ID JTMBFREV700016100			ID 2HGEJ6674VH533726		
LOMBARDO WILLIAM F			LUFFBOROUGH DARRELL J			MACIOROWSKI JANE P		
225 NEW LONDON AVE A214			18 BRYANT DR			100 ARTHUR ST APT 419		
Cranston RI 02920			Cranston RI 02910			Cranston RI 02910		
Original Value	2,611	Tax 89.59	Original Value	10882	Tax 449.56	Original Value	878	Tax 16.04
EXEMPTION OMITTED		89.59	OUT OF STATE REG		100.14	EXEMPTION OMITTED		16.04
Adjusted Tax:			Adjusted Tax:		349.42	Adjusted Tax:		
49	43006050	0000092010	52	43009600	0000092879	53	43024200	0000097970
Vehicle 1999	LINC	794824	Vehicle 2012	FORD	GJ 2	Vehicle 1996	FORD	259156
ID 1LNHM81W5XY713427			ID 1FAHP3E2BCL454743			ID 1FTYS90LGTVA25603		
MANCINI RICHARD P			MARCELLO ARLENE J			MCLAUGHLIN AND MORAN INC		
858 ATWOOD AVE			225 NEW LONDON AVE A115			40 SLATER ROAD		
Cranston RI 02920			Cranston RI 02920			Cranston RI 02920		
Original Value	1,103	Tax 25.59	Original Value	8900	Tax 356.50	Original Value	4050	Tax 18370.87
EXEMPTION OMITTED		25.59	EXEMPTION OMITTED		127.32	WRONG MODEL		138.99
Adjusted Tax:			Adjusted Tax:		229.18	Adjusted Tax:		18231.88
55	43028520	0000099437	56	43035970	0000101728	57	44002530	0000105896
Vehicle 2013	MAZD	NR 60	Vehicle 2013	HYUN	BRTAN	Vehicle 2004	CHEV	606410
ID 1YVHZ8CHX05M08520			ID 5NP0H4AE00H425092			ID 1GN0S13S442188943		
MELUCCI ANTONETTE M			MOCOGNI SHANNA L			NELSON CHRIS		
104 WOODHAVEN CT			32 VALLEY VIEW DR			50 BIRCH ST APT200		
Cranston RI 02920			Cranston RI 02920			Cranston RI 02920		
Original Value	17,450	Tax 719.36	Original Value	12275	Tax 499.73	Original Value	674	Tax 35.34
OUT OF STATE REG		250.30	STOLEN/SOLD/JUNK/TOTA		275.20	EXEMPTION OMITTED		35.34
Adjusted Tax:		469.06	Adjusted Tax:		224.53	Adjusted Tax:		
58	45005220	0000111166	59	46000670	0000111853	60	46012720	0000115772
Vehicle 2014	SUBA	PO 444	Vehicle 2014	FORD	JP 490	Vehicle 2016	FORD	416393
ID JF2SJAEC2EHS12965			ID 1FADP3F21EL356920			ID 1FMCU90X9CUA55201		
OSGOOD PHILIP C			PACITTO JOSEPH			PENSKE LEASING AND RENTAL COM		
65 BURR STREET			113 HYBRID DR SPT 10			65 AMFLEX DR		
Cranston RI 02920			Cranston RI 02920			Cranston RI 02921		
Original Value	22,750	Tax 944.29	Original Value	13350	Tax 545.35	Original Value	9233	Tax 174171.26
EXEMPTION OMITTED		254.64	EXEMPTION OMITTED		254.64	EXEMPTION OMITTED		21.22
Adjusted Tax:		689.65	Adjusted Tax:		290.71	Adjusted Tax:		174150.04

City of Cranston
2016 Motor Vehicle
Abatement List

61	46017320	0000117519		62	46018750	0000117975		63	46022540	0000119186	
Vehicle 2003	HYUN	V 999		Vehicle 2004	BMW	331656		Vehicle 2008	DODG	084515	
ID KMH0N45DX3U661954				ID WIAEK73424R322069				ID 107HE22K38S531732			
PETRARCA JANE G				PEZZULLI JOSEPHINE M				PINELLI JOSEPH H			
225 NEW LONDON AVE APT237				28 OAKLAWN AVE APT 0120				120 MOCKINGBIRD DR			
Cranston RI 02920				Cranston RI 02920				CRANSTON RI 02920			
	Value	Tax		Value	Tax		Value	Tax			
Original :	1,258	32.17		Original :	6380	249.55	Original :	6403	250.52		
EXEMPTION OMITTED		32.17		EXEMPTION OMITTED		249.55	EXEMPTION OMITTED		127.32		
Adjusted Tax:				Adjusted Tax:			Adjusted Tax:		123.20		
64	48001060	0000122569		65	48013280	0000126400		66	48015220	0000127015	
Vehicle 2001	DODG	CH 3		Vehicle 2015	TOYT	033443		Vehicle 1999	PONT	NX 933	
ID 2B7HB11X51K500329				ID 4T4BF1FK4J4449836				ID 1G2NE12E2XM772030			
RAINFONE COSTANZO				ROBERTO ALBERT G				HOCHA VERONICA M			
117 ROCKWOOD AVE				6 WESTERN HILLS LN A3304				P O BOX 14432			
CRANSTON RI 02920				CRANSTON RI 02921				East Providence RI			
	Value	Tax		Value	Tax		Value	Tax			
Original :	594	15.62		Original :	19950	825.46	Original :	728	9.68		
EXEMPTION OMITTED		15.62		EXEMPTION OMITTED		254.64	EXEMPTION OMITTED		9.68		
Adjusted Tax:				Adjusted Tax:		570.82	Adjusted Tax:				
67	48021480	0000129138		68	48022990	0000129583		69	49000500	0000130790	
Vehicle 2006	VOLV	MR 202		Vehicle 2004	SUBA	053550		Vehicle 2014	BMW	PRIMAD	
ID YV1RS592562547811				ID 4S3BH686947606987				ID 5UXKS4C57E0J97403			
ROTONDO MARY A				RUDNICKI HANNA S				SACCOCCIA DEANA M			
30 OAKLAWN AVE APT 200				25 BRETTONWOODS DR				405 TIOGUE AVE			
Cranston RI 02920				CRANSTON RI 02920				Cranston RI 02816			
	Value	Tax		Value	Tax		Value	Tax			
Original :	3,820	140.90		Original :	2134	75.46	Original :	7316	307.35		
EXEMPTION OMITTED		140.90		OUT OF STATE REG		75.46	OUT OF COMMUNITY		307.35		
Adjusted Tax:				Adjusted Tax:			Adjusted Tax:				
70	49002320	0000131378		71	49018020	0000136457		72	49026070	0000139088	
Vehicle 2011	CHRY	SB 228		Vehicle 2008	KIA	904494		Vehicle 2013	FORD	038447	
ID 1C3BC1FG98N555601				ID KNDJE723987461049				ID 1FDWE3FL8DD804759			
SALK BEVERLY R				SIDLIK ROSARIE C				SCOEXC INC			
143 HOFFMAN AVE APT 109				33 CLEARVIEW DR				205 NORWOOD AVE			
Cranston RI 02920				CRANSTON RI 02921				CRANSTON RI 02905			
	Value	Tax		Value	Tax		Value	Tax			
Original :	9,666	389.01		Original :	2703	104.49	Original :	24600	1022.80		
EXEMPTION OMITTED		127.32		OUT OF COMMUNITY		104.49	EXEMPTION OMITTED		1022.80		
Adjusted Tax:		261.69		Adjusted Tax:			Adjusted Tax:				

City of Cranston
2016 Motor Vehicle
Abatement List

73	50007740	0000146202		74	52000120	0000151853		75	52002915	0000152734	
Vehicle 2008	MERC	RCT 1		Vehicle 2008	CAD	002602		Vehicle 2006	TOYT	TV 240	
ID 3MEHM08Z30R664085				ID 1G6DT57V580185720				ID JTM8D33V865026475			
THOMPSON ROSEMARY				VACCARO LUIGI				VARTANIAN APET			
225 NEW LONDON AVE APT 313				6311 SCITUATE VISTA DR				45 MYSTERY FARMS RD			
CRANSTON RI 02920				Cranston RI 02921				Cranston RI 02921			
	Value	Tax			Value	Tax			Value	Tax	
Original :	5,434	209.40		Original :	9671	389.22		Original :	3331	186.66	
EXEMPTION OMITTED		127.32		EXEMPTION OMITTED		254.64		OUT OF COMMUNITY		186.66	
Adjusted Tax:		82.08		Adjusted Tax:		134.58		Adjusted Tax:			
76	52007600	0000154629		77	52009320	0000155210		78	53011440	0000160175	
Vehicle 2014	HYUN	998378		Vehicle 2005	CHEV	BV 139		Vehicle 2006	LNDR	874903	
ID 5NPEB4ACXEHB11671				ID 2CNDL73F356154763				ID SALMF13486A226822			
VINCENT DOUGLAS A				VOISINET DONALD P				WYMAN JUSTIN A			
210 SEVEN MILE RD				116 APPLETON ST				82 LAWNACRE DR			
Hope RI 02831				Cranston RI 02910				Cranston RI 02920			
	Value	Tax			Value	Tax			Value	Tax	
Original :	13,776	565.30		Original :	2995	105.89		Original :	9584	387.30	
OUT OF COMMUNITY		565.30		EXEMPTION OMITTED		105.89		STOLEN/SOLD/JUNK/RO		186.70	
Adjusted Tax:				Adjusted Tax:				Adjusted Tax:		200.60	

For Tax Year: 2016

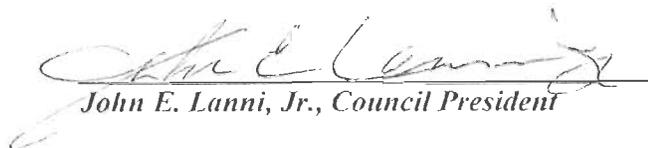
	Value	Tax	
Original :	672812	911817.10	
		29069.97	on 78 Accounts
Adjusted Tax :		882747.21	

THE CITY OF CRANSTON

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

No. 2016-36

Passed:
July 25, 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



SALVATORE SACCOCCIO JR.
CITY ASSESSOR

DAVID COLE
DEPUTY ASSESSOR

DIVISION OF ASSESSMENT
86th PARK AV.
CRANSTON, RH02910

MEMO

DATE: July 8, 2016

TO: His Honor the Mayor and the Honorable City Council

FROM: City Assessor

RE: Real Estate and Tangible Abatements

The following assessments are recommended for abatement in the amounts and for the reasons hereinafter set forth

<u>Assessment Date</u>	<u>Value</u>	<u>Tax</u>
December 31, 2011	7,836	178.97
December 31, 2012	7,836	178.97
December 31, 2013	7,836	178.97
December 31, 2014	102,348	3,268.03
December 31, 2015	<u>450,580</u>	<u>11,003.15</u>
Totals:	576,436	14,808.09



Salvatore Saccoccio, Jr.
City Assessor

City of Cranston
2012 Abatement List

1 1312591001 009-2589
 Location 38 BRIDGTON RD
 LOFTUS JOSEPH M
 LOFTUS KATHY L T/E
 38 BRIDGTON RD
 CRANSTON RI 02910
 Location 0000000000
 Location 0000000000

	Value	Tax	Original	Adjusted	Value	Tax	Original	Adjusted	Value	Tax
Original	136200	3110.80	:	:						
Exemption Omit	7836	178.97	:	:						
Adjusted	128364	2931.83	Adjusted	:			Adjusted	:		

	Value	Tax	Accounts
Original	136200	3110.80	
Abatements	7836	178.97	on 1
Adjusted	128364	2931.83	

City of Cranston
2013 Abatement List

1 1312591001 009-2589
 Location 38 BRIDGTON RD
 Location 00000000000
 LOFTUS JOSEPH M
 Location
 LOFTUS KATHY L T/E
 38 BRIDGTON RD
 Location
 CRANSTON RI 02910
 Location 00000000000

Value	Tax	Original	Adjusted	Value	Tax	Original	Adjusted	Value	Tax
Original	136200	3110.80							
Exemption Omit	7836	178.97							
Adjusted	128364	2931.83							

Value	Tax	Accounts
Original	3110.80	
Abatements	178.97	091
Adjusted	2931.83	

City of Cranston
2014 Abatement List

1 1312591001 009-2589 0000000000
 Location 38 BRIDGTON RD Location
 LOFTUS JOSEPH M
 LOFTUS KATHY L T/E
 38 BRIDGTON RD
 CRANSTON RI 02910 0000000000
 Location

	Value	Tax	Original	Adjusted	Value	Tax	Original	Adjusted	Value	Tax
Original	136200	3110.80								
Exemption Out	7836	178.97								
Adjusted	128364	2931.83	Original	Adjusted	Original	Adjusted	Original	Adjusted	Value	Tax

	Value	Tax	Accounts	
Original	136200	3110.80		
Abatement	7836	178.97	on 1	
Adjusted	128364	2931.83		

City of Cranston
2016 Abatement List

Address	Original Value	Exemption Omit	Adjusted Value	Tax
1 0230918501 0:5-1267 Location 60 SCENIC DR BRANCA ALBERT R BRANCA GERALDINE T/E 60 SCENIC DRIVE CRANSTON RI 02920-3141	198000	20539	177461	4445.10
2 0505547701 990-5055-470 Location 1033 MARRAGANSETT BLVD EDGEWOOD TANNING EDGEWOOD TANNING 1003 MARRAGANSETT BLVD CRANSTON RI 02910	Original : 47236 LISTING ERROR : 3000 Adjusted : 42236	Original : 1590.90 LISTING ERROR : 168.40 Adjusted : 1422.50	Value	Tax
3 0714752501 035 0225 Location 27 SPARROW LN GENTILE KEITH ROSE - GENTILE REBECCA T/E 27 SPARROW LN CRANSTON RI 02921-3555	Original : 415900 LISTING ERROR : 18500 Adjusted : 397300	Original : 9336.95 LISTING ERROR : 417.57 Adjusted : 8919.38	Value	Tax
4 0815506001 015-1395 Location 25 OAKWOOD DR HECHT SANDRA A 25 OAKWOOD DR CRANSTON RI 02920-2014	Original : 164500 Exemption Omit : 7972 Adjusted : 156528	Original : 3693.62 Exemption Omit : 178.97 Adjusted : 3514.05	Value	Tax
5 1006974501 0:6-28-9 Location COLD BROOK DR JEAN FARMANIAN RIOC: REVOCABLE 100 COLD BROOK DR CRANSTON RI 02920	Original : 302700 Exemption Omit : 23909 Adjusted : 278791	Original : 6795.61 Exemption Omit : 536.76 Adjusted : 6258.85	Value	Tax
6 1006403001 991-0064-030 Location 400 STATION ST JOHN R HESS & COMPANY INC JOHN R HESS & COMPANY INC P O BOX 3615 CRANSTON RI 02910	Original : 63435 LISTING ERROR : 8100 Adjusted : 155335	Original : 5504.49 LISTING ERROR : 272.81 Adjusted : 5231.68	Value	Tax
7 1312591001 039-2589 Location 38 BRIDGTON RD LOFTUS JOSEPH M LOFTUS KATHY L T/E 38 BRIDGTON RD CRANSTON RI 02910	Original : 136100 Exemption Omit : 7972 Adjusted : 128128	Original : 3055.44 Exemption Omit : 178.97 Adjusted : 2876.47	Value	Tax
8 1432052001 004-2258 Location 164 BURBANK ST MIELLI AGILDO C MIELLI MARIA 164 BURBANK ST CRANSTON RI 02910	Original : 116100 Exemption Omit : 71729 Adjusted : 44371	Original : 2606.44 Exemption Omit : 1610.32 Adjusted : 996.12	Value	Tax
9 1432322501 011-3484 Location 458 BUDDLONG RD MIGLIORI MARIANNE TRUSTEE 458 BUDDLONG RD CRANSTON RI 02920-5041	Original : 207000 Exemption Omit : 23069 Adjusted : 183091	Original : 4847.15 Exemption Omit : 536.76 Adjusted : 4110.39	Value	Tax

City of Cranston
2016 Abatement List

Line	Address	Original Value	Exemption Omit	Adjusted Value	Original Tax	Exemption Omit	Adjusted Tax
10	1432456501 009-3374 Location 179 LAMNACRE DR MILLS STEPHEN A 179 LAMNACRE DR CRANSTON RI 02920-5926	173900	11200	162700	3904.05	251.44	3652.61
11	1505571001 016-0534 Location 85 SUMMIT DR MORTRUP RHODA-ANN 85 SUMMIT DR CRANSTON RI 02920	273300	23909	249391	6135.58	536.76	5598.82
12	1916120501 002-2043 Location INGLESIDE AV RHODE ISLAND HOUSING AND MORTG 44 WASHINGTON ST PROVIDENCE RI 02903-7120	6200	2837	3363	139.19	63.69	75.50
13	1916120502 002-2044 Location 81 INGLESIDE AV RHODE ISLAND HOUSING AND MORTG 44 WASHINGTON ST PROVIDENCE RI 02903-7120	138100	63185	74915	3100.34	1418.50	1681.84
14	1916120505 006-1606 Location 102 WELFARE AV RHODE ISLAND HOUSING AND MORTG 44 WASHINGTON ST PROVIDENCE RI 02903-7120	147300	42374	104926	3306.85	951.30	2355.58
15	1916120506 007-1133 Location 9 HOWARD ST RHODE ISLAND HOUSING AND MORTG 44 WASHINGTON ST PROVIDENCE RI 02903-7120	117800	4841	112959	2644.51	108.68	2535.93
16	1916120509 007-2788 Location 51 OLD OAK AV RHODE ISLAND HOUSING AND MORTG 44 WASHINGTON ST PROVIDENCE RI 02903-7120	98300	3770	94530	2206.83	84.64	2122.19
17	1913147501 037-0299 Location 114 BIRCHWOOD DR RUSCITO JOHN A & WF CLAUDIA M 114 BIRCHWOOD DRIVE CRANSTON RI 02920	13791	1575	135616	3079.92	35.36	3044.56
18	2026483501 020-2114-017 Location 266 SCITUATE AV #17 SPENCHUK JOHN WALTER SHEWCHUK DOROTHY A T/E 2291 NEHAUL TERRACE THE VILLAGES FL 32162-5108	220800	31881	188919	4956.96	715.73	4241.23

City of Cranston
2016 Abatement List

19 2109078001 007-0474 20 2208032501 992-2080-325 0000000000
 Location 400 FARMINGTON AV Location VARIOUS ST
 TOMLINS RICHARD R LIFE EST U.S. BANK NATIONAL ASSOCIATION
 400 FARMINGTON AVE C/O PROP TAX DEPT
 CRANSTON RI 02920 1310 MADRID ST, STE 100
 MARSHALL MN 56256

	Value	Tax	Original	Tax	Original	Value	Tax
Original	102919	2310.51	544105	18325.45	Original		
Exemption Omit	11339	254.56	65939	2220.83	Adjusted		
Adjusted	91580	2055.95	478166	16104.62	Adjusted		

	Value	Tax	Original	Tax
Original	3710886	91785.42	Original	
Abatements	450580	11003.15	Adjusted	
Adjusted	3260306	80782.27		

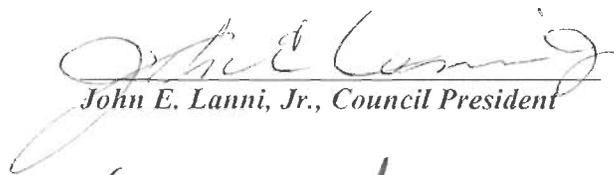
GN 20 Accounts

CITY OF CRANSTON

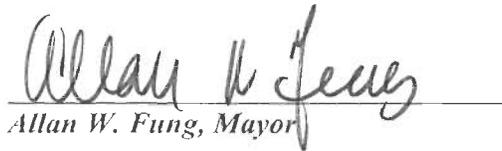
ORDINANCE OF THE CITY COUNCIL
RATIFYING THE TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN &
HELPERS OF AMERICA LOCAL UNION NO. 251 MUNICIPAL EMPLOYEES
(FY July 1, 2015 – June 30, 2018)

No. 2016-20

Passed:
July 25, 2016


John E. Lanni, Jr., Council President

Approved:
August 4, 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 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

Negative Endorsement (attach reasons)

 7/25/16
Christopher M. Rawson, Solicitor

Christopher M. Rawson, Solicitor

6-16-07

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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 amount 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 the 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
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:

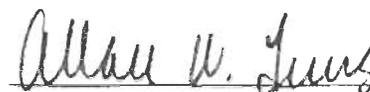
SECTION 1. DURATION OF AGREEMENT.

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:

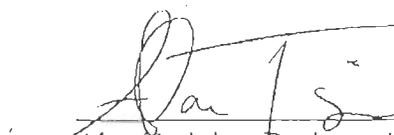


Mayor Allan W. Fung



Director of Administration, Robert Coupe

TEAMSTERS LOCAL UNION NO 251



Alan Torigian, Business Agent

Copy C 1e

COLLECTIVE BARGAINING
AGREEMENT

RECEIVED
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CRANSTON
CITY CLERK

BY AND BETWEEN
THE

CITY OF CRANSTON
AND

TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN & HELPERS
OF AMERICA
LOCAL UNION NO. 251
Municipal Employees

FOR THE TERM

JULY 1, 2015 – JUNE 30, 2018

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INTRODUCTION

This agreement is entered into by and between the City of Cranston (hereinafter referred to as "City" or "Employer") and the Teamsters Local Union No. 251 (hereinafter referred to as the "Union" or "Teamsters") and has as its purpose the promotion of harmonious relations and peaceful procedures for the resolution of differences and the establishment of rates of pay, hours of work and other terms and conditions of employment.

ARTICLE 1 – RECOGNITION

SECTION 1. SOLE AND EXCLUSIVE BARGAINING AGENT

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours of work and other terms and conditions of employment for those employees certified by the Rhode Island State Labor Relations Board in Representation Case No. EE-3538, as amended, including the election held on March 6, 2000, which excludes certain employees of the City's Police, Fire, and Public Works departments and such other employees as may lawfully be determined to be excluded from the bargaining unit.

The Employer agrees not to enter into any agreement or contract with members of the bargaining unit, individually or collectively, nor negotiate or bargain with them, unless it is through the duly authorized representative of the Union, and any such agreement entered into shall be null and void.

The term "employee", as used in this agreement, means a full-time, permanent employee of the City of Cranston in those positions included within the bargaining unit in Case No. EE-3538. Expressly excluded from the unit are all employees covered by any other union certification, as well as any and all part-time, temporary and seasonal employees. Also expressly excluded are the following positions: Deputy Director of Administration; City Clerk; Personnel Analyst; Personnel Director; Deputy Director of Personnel; City Assessor; City Treasurer; City Internal Auditor; Payroll Manager; Senior Revenue Officer; City Controller; Director of Constituent Services; Confidential Secretary to the Director of Administration and Confidential Secretary to Executive Office; Director of Operations; Assistant Director of Operations; Assistant Director of Public Works; Public Buildings Superintendent; and Highway Manager. Also expressly included within the bargaining unit are the following positions: Deputy Building Inspector; Turf Manager, Department of Parks and Recreation; Program Director, Department of Senior Services; Food Service Director, Department of Senior Services; RSVP Project Director, Department of Senior Services; Food Service Director, Department of Senior Services; Adult Daycare Director, Department of Senior Services; Social Services Director, Department of Senior Services; Director of Staff and Services/Municipal Court; Purchasing Agent; Deputy Tax Assessor; Assistant Chief Engineer; and Chief Engineer, Department of Public Works. Employees absent due to active military service shall not be covered by this agreement except to the extent required by law or as expressly otherwise provided by their explicit inclusion within other individual sections of this agreement.

ARTICLE 2 - DUES DEDUCTIONS: INDEMNIFICATION

SECTION 1. EMPLOYER ADVICE TO NEW EMPLOYEES.

The Employer will advise all new full-time permanent employees at the time of employment, in writing, that the Union is their exclusive bargaining unit representative. The Employer agrees to notify the Union, in writing, within five (5) days of actual commencement of employment of all full-time permanent employees. The notification shall include the name, address, date of commencement of employment, job classification and department for which they were hired.

SECTION 2. DUES DEDUCTION.

Upon receipt by the Employer of a signed, voluntary authorization form by the employee, the Employer agrees to deduct Union membership dues levied in accordance with its constitution and by-laws from the pay of said employee and remit the aggregate amount to the Treasurer of the Union along with a list of employees from whose pay and the dollar amount said dues shall have been deducted. Such remittance shall be made contemporaneously with the distribution of payroll checks to employees. An employee's authorization may be revoked by sending a signed written notice thereof to the Employer, said revocation to take effect sixty (60) days after receipt thereof. The Employer shall send a copy of such revocation to the Business Agent of the Union.

SECTION 3. DUES DEDUCTION AUTHORIZATION FORM.

Exhibit A, which is attached hereto and incorporated by reference herein, contains the form of authorization of dues deduction which shall be used by the employees represented by the Union.

SECTION 4. SERVICE CHARGE.

All members of the bargaining unit who have elected not to join the Union and/or who have not executed a dues deduction authorization form in accordance with Sections 2 and 3 above, as a condition of their employment shall be required to remit a service charge to the Union as required by the Union. The Employer bears no obligation to assist in the collection of service charges which may be due the Union; provided however, upon receipt by the Employer of a signed, voluntary authorization form by the employee, the Employer agrees to deduct service charges levied by the Union in accordance with its constitution and by-laws from the pay of said employee and remit the aggregate amount to the Treasurer of the Union along with a list of the employees from whose pay said service charges shall have been deducted. Such remittance shall be made contemporaneously with the distribution of payroll checks to employees. The failure of any employee to maintain membership, or pay the service charge required of non-members in accordance with the terms of the Agreement, shall be considered a ground for dismissal, and upon notification by the Union of such failure on the part of any employee, the City agrees to discharge such employee; provided however, that nothing contained herein shall be construed so as to place any obligation upon the City to discharge any employees for failure to maintain membership in the Union if the membership was terminated for reasons other than the failure of the employees to

tender the periodic dues and initiation fees uniformly required as a condition of maintaining membership. Before discharging any employee under this section, the City shall provide written notice to the employee, with a copy to the Union, of the employee's non-compliance with this section. The employee shall then have ten (10) working days to comply with the requirements of this section, after which the employee shall be discharged if still in non-compliance.

SECTION 5. INDEMNIFICATION.

The Union shall indemnify and hold harmless the Employer and any of its agents and employees performing required duties of the Employer against any and all claims, suits, orders and judgments of any nature brought or issued against the Employer as result of the Employer's compliance with Sections 2 and 4 of this Article, including without limitation all costs and reasonable counsel fees.

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

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.

ARTICLE 3 - NEUTRAL REFERENCES/NON-DISCRIMINATION

SECTION 1. NEUTRAL REFERENCES.

All references in this agreement to an "employee" or "employees" as well as use of the pronoun "he" are intended to include both genders. When the male gender is used, it shall be construed to include male and female employees.

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.

ARTICLE 4 - MANAGEMENT RIGHTS

SECTION 1. SCOPE OF MANAGEMENT RIGHTS

Except to the extent that there is contained in this agreement express and specific provisions to the contrary, all of the authority, power, rights, jurisdiction and responsibilities of the Employer are retained by and reserved exclusively to it, including but not limited to: the right to direct, hire, layoff, promote, transfer and assign employees within the bargaining unit, or to suspend, demote, discharge or otherwise discipline said employees for just cause, or to relieve employees from duties because of lack of work or economic or operational reasons; to maintain the efficiencies of the operations and to determine the methods, means, processes and personnel by which such operations are to be conducted, including the right to subcontract or privatize. The Employer has the right to promulgate reasonable rules and regulations pertinent to the employees covered by this agreement, so long as these rules and regulations or any of the rights in this article do not conflict with the terms and conditions of this agreement and applicable law.

SECTION 2. CIVIL SERVICE RULES AND REGULATIONS

The City's Civil Service Rules and Regulations and City Charter now existing are incorporated by reference as if fully set forth herein. To the extent that any provisions of the Civil Services Rules and Regulations conflict with the express provisions of this agreement, any such conflict shall be resolved in favor of this agreement. The parties shall likewise comply with the City Charter.

ARTICLE 5 - NO STRIKE/NO LOCKOUT

SECTION 1. PROSCRIBED ACTIVITY BY EMPLOYEES/EMPLOYER

No employee covered by this agreement shall engage in, induce, cause or encourage any strike, sit-down, sit-in, work slowdown, work cessation, work stoppage, work interruption, work boycott, refusal to perform duties (including collective absenteeism for alleged illness) or withholding of services of any kind for any reason during the life of this agreement. The Employer will not cause a lockout of any employee.

SECTION 2. PROSCRIBED ACTIVITY BY UNION AND ITS REPRESENTATIVES.

Further, the Union and its representatives shall not in any way, directly or indirectly, authorize, assist, encourage, induce, participate in or sanction any strike, sit down, sit-in, slowdown, work cessation, work stoppage, or work interruption, work boycott, refusal to perform duties (including collective absenteeism for alleged illness) or withholding of services of any kind during the life of this agreement, or ratify, condone or lend support to any such conduct or action. The Union agrees that if any unauthorized or wildcat work stoppage, slowdown, strike, or any picketing which has the effect of impeding or obstructing the City's governmental functions shall take place, it will immediately notify such employees so engaging in such unauthorized activities to cease and desist, and shall publicly declare that such work stoppage, slowdown, strike, or picketing is illegal and unauthorized. It shall be grounds for the City to discharge any employee engaging in any strike, work stoppage, slowdown, or picketing which has the effect of impeding or obstructing the governmental operations of the City. The Union and its employees reserve the right to carry on informational picketing which does not have the effect of obstructing or impeding City governmental functions. Nothing herein shall be construed to abridge employees' constitutionally protected rights.

ARTICLE 6 - HOURS OF WORK, SHIFTS AND BREAK PERIODS; UNION REPRESENTATIVES; LEAVE FOR UNION DUTIES

SECTION 1. WORK WEEK, SHIFTS AND BREAK PERIODS; UNION REPRESENTATIVES; LEAVE FOR UNION DUTIES

The work week, shifts and break periods of employee shall be as follows:

(a) Civilian Dispatchers.

The regular work week for civilian dispatchers of the CPD shall average thirty seven and one-half (37.5) hours consisting of four (4) days on and two (2) days off.

Shifts shall be as follows:

- 1st shift 7:45 a.m. to 3:45 p.m.
- 2nd shift 3:45 p.m. to 11:45 p.m.
- 3rd shift 11:45 p.m. to 7:45 a.m.;

provided, however, that at the Employer's discretion, and upon the approval of the Mayor, flexible shifts may be implemented to accommodate the demands of the department, to enhance the efficiency of the department or to maximize the delivery of services to the public.

(2) Civilian dispatchers of the CPD shall be allowed a one-half (½) hour unpaid meal break at a reasonable juncture during the work shift; provided however, that the Officer in Charge may, at his discretion, deny said meal break if circumstances should require, in which event, the dispatcher shall receive overtime or compensatory time for the extra one-half hour of work, as provided in Article 7 hereof.

(3) Civilian dispatchers of the CPD shall be allowed one (1) fifteen (15) minute paid break during the first half of their shift and one (1) fifteen (15) minute paid break during the second half of their shift. The timing of such breaks shall be determined by the Chief of Police or his designee.

(4) Bidding for shifts for civilian dispatchers of the CPD shall be conducted on a seniority basis. Seniority for these purposes shall be defined as continuous service in the position of dispatcher.

(b) City Hall (including building inspectors, Hamilton Building employees, federal programs, engineering, police civilian employees other than dispatchers and clerical staff in Parks and Recreation).

The regular work week for all City Hall employees shall consist of five (5) consecutive days within a calendar week, beginning on a Monday and ending on a Friday. Each shift shall consist of seven (7) paid hours of work and an unpaid meal break of one (1) hour. One (1) fifteen (15) minute paid break shall be allowed during the first half of the shift and one (1) fifteen (15) minute paid break shall be allowed during the second half of the shift. The timing of such breaks shall be determined by the department head or his designee.

Shifts shall be 8:30 a.m. to 4:30 p.m. year-round; provided, however, that at the Employer's discretion, and upon the approval of the Mayor, flexible shifts may be implemented to accommodate the demands of a department, to enhance the efficiency of a department or to maximize the delivery of services to the public.

(c) Highway, Parks and Recreation.

The regular work week for all employees in Highway including building maintenance and vehicle maintenance, Parks and Recreation (but excluding clerical staff in Parks and Recreation) shall consist of five (5) consecutive days within a calendar week, beginning on a Monday and ending on a Friday. Each shift shall consist of seven and one-half (7.5) paid hours of work and an unpaid meal break of one-half (½) hour; provided, however, that for clerical employees each shift shall consist of seven (7) paid hours of work and an unpaid meal break of one (1) hour. One (1) fifteen (15) minutes paid break shall be allowed during the first half of the shift and one (1) fifteen (15) minute paid break shall be allowed during the second half of the shift. The timing of such breaks shall be determined by the department head or his designee.

Shifts shall be from 7:00 a.m. to 3:00 p.m.; provided, however, that at the Employer's discretion, and upon the approval of the Mayor, flexible shifts may be implemented to accommodate the demands of a department, to enhance the efficiency of a department or to maximize the delivery of services to the public.

(d) Animal Control.

The regular work week for all Animal Control employees shall consist of five (5) consecutive days on, followed by two (2) days off. Each shift shall consist of seven (7) paid hours of work and an unpaid meal break of one (1) hour. One (1) fifteen (15) minute paid break shall be allowed during the first and second halves of the shift. The timing of such breaks shall be determined by the department head or his designee.

Shifts and days off are identified as follows:

Sr. Animal Control Officer 7:30 am to 3:30 pm

Animal Control Officer 7:30 am to 3:30 pm

Animal Control Officer 7:30 am to 3:30 pm

Kennel Custodian/Adoption Coordinator 7:30 am to 3:30 pm

Shelter Records Attendant 8:30 am to 4:30 pm

Provided, however, that at the Employer's discretion, and upon the approval of the Mayor, flexible shifts may be implemented to accommodate the demands of the department, to enhance the efficiency of the department, and to maximize services to the public.

(e) Transvan, CNAs.

The regular work week for all Transvan drivers shall consist of five (5) consecutive days within a calendar week, beginning on a Monday and ending on a Friday. Each shift shall consist of seven and one-half (7.5) paid hours of work and an unpaid meal break of one-half hour (½) hour. One fifteen (15) minute paid break shall be allowed during the first and second halves of the shift. The timing of such breaks shall be determined by the department head or his designee.

Shifts for the transvan drivers shall begin at 6:00 am, 7:15 am or 7:30 am; provided, however, that at the Employer's discretion, and upon the approval of the Mayor, flexible

shifts may be implemented to accommodate the demands of the department, to enhance the efficiency of the department or to maximize the delivery of services to the public. Shifts for CNAs shall consist of five (5) consecutive days within a calendar week, beginning on a Monday and ending on a Friday. Each shift shall consist of seven (7) paid hours of work and an unpaid meal break of one (1) hour. One (1) fifteen (15) minute paid break shall be allowed during the first half of the shift and one (1) fifteen (15) minute paid break shall be allowed during the second half of the shift. The timing of such breaks shall be determined by the department head or his designee.

Shifts for CNAs shall begin at 7:45 a.m., 8:30 a.m. or 9:00 a.m.; provided, however that at the Employer's discretion, and upon the approval of the Mayor, flexible shifts may be implemented to accommodate the demands of the department, to enhance the efficiency of the department or to maximize the delivery of services to the public.

(f) Food Services

The regular work week for all Food Services employees shall consist of five (5) consecutive days within a calendar week, beginning on a Monday and ending on a Friday. Each shift shall consist of seven and one-half (7.5) paid hours of work and an unpaid meal break of one-half ($\frac{1}{2}$) hour. One (1) fifteen (15) minute paid break shall be allowed during the first half of the shift and one (1) fifteen (15) minute paid break shall be allowed during the second half of the shift. The timing of such breaks shall be determined by the department head or his designee.

Shifts shall begin at either 5:30 a.m. or 6:30 a.m.; provided, however, that at the Employer's discretion, and upon the approval of the Mayor, flexible shifts may be implemented to accommodate the demands of the department, to enhance the efficiency of the department or to maximize the delivery of services to the public.

SECTION 2. FLEXIBLE WORK HOURS

The Employer retains the right to offer flexible hours to employees. Employees are not obligated to participate in any such offerings, and such offerings shall be made equitably on a rotational basis according to seniority.

SECTION 3. DESIGNATION OF UNION REPRESENTATIVES.

From among the employees employed in the City, the Union may designate and the City will recognize not more than two (2) representatives, exclusive of the grievant, and the Union attorney to serve as the Union's agents in grievance representation of employees; provided however that the City will recognize up to six (6) representatives and the Union attorney for collective bargaining agreement negotiations. The City shall not be required to recognize any employee as a Union representative unless the Union has informed the City, in writing, of the employee's name, department, and designation as a Union representative. A maximum of fourteen stewards shall possess superseniority for layoff purposes only. The Union shall provide the Employer in writing with an accurate list of said stewards.

SECTION 4. LEAVE FOR UNION BUSINESS.

The City will pay properly designated Union representative (s) (but in no event more than two (2) representatives for a grievance and six (6) representatives for collective bargaining agreement negotiations), at his straight-time rate of pay for scheduled work hours lost in attendance at meetings with the Employer pertinent to collective bargaining, grievance adjustment, or representing an employee at any step of the grievance procedure and arbitration. In no event will the City compensate a Union representative for work hours lost in preparation for collective bargaining agreement negotiations, grievance arbitration, interest arbitration, unfair labor practice hearings or any contested adversary proceeding between the City and Union (or any employee it represents). The Employer may refuse to grant leave under this section if, in the judgment of the Employer, the employee's absence would adversely impact the operations of the employee's department. Such leave shall not be unreasonably withheld.

SECTION 5. INCLEMENT WEATHER

When the outdoor temperature, as indicated from the official temperature, 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.

SECTION 6. BREAK RESTRICTIONS

Employees on authorized breaks as described above shall be free to leave their work area and may leave City premises, provided they are able to return to work in a timely manner, and subject to City policies.

ARTICLE 7 - OVERTIME AND CALLBACK

SECTION 1. OVERTIME RATE OF PAY.

Except in the case of compensatory time as provided below, for all hours actually worked in excess of those hours regularly scheduled as an employee's working hours, an employee shall be paid one and one half (1 ½) times his straight time rate of pay for such excess hours of work. Time off for sick leave shall not be considered as time actually worked when determining eligibility for overtime pay under this section. Time off for authorized holiday and vacation leave shall be considered as time actually worked when determining eligibility for overtime pay under this section. The straight time rate of pay shall be determined by dividing the employee's weekly salary by the number of hours regularly assigned to work in a work week. This provision shall be considered inapplicable to job classifications subject to exemptions pursuant to the Fair Labor Standards Act.

SECTION 2. COMPENSATORY TIME

(a) When an employee reports his hours of work, the employee shall elect either to be paid in monetary compensation for overtime hours, or to be compensated for such overtime hours in compensatory time off. Compensatory time shall be subject to a maximum accumulation of two hundred forty (240) hours. Employees with two hundred forty (240) hours of accrued compensatory time shall be compensated for any additional overtime worked by means of monetary compensation.

(b) Employees may request use of accrued compensatory time by submitting a written request to their supervisor at least one day in advance for compensatory time use of one day or less, and at least one week in advance for compensatory time use exceeding one day. Such requests shall be responded to as soon as reasonably practicable and shall not be denied unless granting the request would be disruptive to City operations.

(c) The City shall have the right, at any time, to discharge all or part of an employee's accrued compensatory time by paying the employee for such accrued compensatory time, at the employee's rate of compensation at the time payment is made. The City shall also have the right to discharge all or part of an employee's accrued compensatory time by directing that the employee take compensatory time off at a time or times of the City's choosing.

(d) Upon discharge, retirement or resignation, employees shall be paid for accrued compensatory time at the employee's then-current rate of compensation.

SECTION 3 CALL BACK; CALL BACK MINIMUM

The Employer shall determine when an employee shall be called back. In making such determination, the Employer shall consider seniority and qualifications, as well as the needs of the department and shall make reasonable efforts to distribute call back opportunities equitably. If an employee has concluded his regularly scheduled shift, left

the workplace and is called back, he shall receive a minimum of three (3) hours' compensation at the overtime rate of pay set forth in Section 1. All employees that are called back between December 1 through March 31, shall be compensated for at least four (4) hours of overtime pay.

The following procedures will apply to vacancies in Police Dispatch. There are two (2) forms of vacancies: scheduled call back and emergency call back.

- A. Scheduled call back is used when a vacancy is created by scheduled time off such as vacation, compensatory day, employee on long term illness, training, jury duty etc. To fill these vacancies an overtime list has been established. Any dispatcher may sign up on the overtime list for possible vacancies on specific days and shifts in the upcoming month. Preference is to be given to permanent full-time dispatchers to fill any and all vacancies. If a permanent full-time dispatcher has not signed up for the specific day and shift, the Chief of Police or his designee may call a reserve dispatcher to fill the vacancies. In no event shall a dispatcher be called back to work two (2) consecutive days without a mutual agreement.
- B. Emergency call back is used when a vacancy is created by short term notification (less than 24 hours), such as sickness, family emergencies etc. To the extent possible, the OIC may approve and facilitate filling that eight (8) hour block in four (4) hour increments. Only in cases when this measure is not possible or unsuccessful, because there is no dispatcher or CPD officer(s) available to serve, the Dispatcher currently on duty shall fulfill the eight (8) hour assignment.

SECTION 4. PREFERENCE

Full-time permanent employees shall be given preference over temporary, part-time, seasonal or intern employees to work call back hours.

ARTICLE 8 - SALARIES AND WAGES

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, 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) Employees whose job duties require a Commercial Drivers License (CDL) shall receive One Dollar (\$1.00) per hour differential for maintaining said license. The 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.

ARTICLE 9 - HEALTH AND DENTAL INSURANCE

SECTION 1. DESCRIPTION OF HEALTH AND DENTAL COVERAGES; CO-PAYMENT.

- 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 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.
- B) The prescription drug plan will entail a \$7/\$15/\$30 co-pay (\$7 for generic, \$15 for preferred brand names, and \$30 for non-preferred drugs). Mail order prescriptions for a 90-day supply will be subject to two-and-a-half times (2.5x) the retail co-pay for a normal 30-day supply.
- C) As an alternative, the employee may participate in a high deductible, portable, individual health savings account plan (HSA), pursuant to changes in federal tax code made possible by the Medicare Modernization Act of 2003. An HSA is a financial account that an employee can use to accumulate tax-free funds to pay for qualified health care expenses. Under these plans, individuals or families participate in high deductible consumer-driven health plans (CDHPs). Employees may contribute pre-tax dollars into their individual HSAs to pay for medical expenses up to the deductible amount. Once the deductible is reached, the employee and/or his family is covered under the major medical provision established in the PPO plan referenced above at 100% co-insurance. Employees opting for the HSA individual or family plan Employees opting for an HSA family plan will have an annual deductible of \$4,000 of which \$2,100 will be deposited to the employee's HSA by the City. Employees who choose an HSA option under an individual plan will have an annual deductible of \$2,000 of which \$1,100 will be deposited to the employee's HSA by the City. Employees opting for the HSA individual or family plan will be offered the same negotiated prescription rates from the healthcare provider as those under the PPO plan referenced in Section B above; however, employees will be responsible for the full cost of prescription drugs until the annual deductible is met. Thereafter, the prescriptions are paid by the City as part of the 100% co-insurance.
- D) The City also agrees to provide individual or family dental coverage as specified in the attachment hereto, to a maximum of \$2,000 effective July 1, 2005. Employees will contribute 20% prorated and payable through pre-taxed payroll deductions at each pay period.

- E) The City also agrees to provide PPO coverage as referenced in Section A to full time students declared as dependents, up to age 26 as defined by RI Gen Law 27-20-45..
- F) The City agrees to provide the family Chiropractic Care Rider.
- G) There shall be a joint labor-management health insurance standing committee, referenced as the Health Care Advisory Committee, whose purpose is to address ongoing or anticipated issues with respect to health insurance. The participants of such committee shall be designated by the Union and City. They will meet quarterly. If any alternative health or dental plans, or other cost-saving means, should become available during this agreement, the City and Union shall meet and confer to address implementation of same.

SECTION 2. COMPENSATION IN LIEU OF COVERAGE.

If an existing employee elects not to receive the family health and dental coverages described in Section 1 of this article, the Employer shall pay him or her a sum of \$5,500.00 for a Family Plan. If the existing employee elects not to receive the family plan but elects to keep the dental plan, the employer shall pay him or her a sum of \$5,100.00 and \$3,600 for an Individual Plan. For all new hires as of 1/1/2014 who elect not to receive the health and dental coverages described in section 1 of this article will receive \$1,000.

This payment shall be made to the electing employee in two equal lump sum installments, one during the first pay period in January of each year and the other during the first pay period in July of each year. An employee shall make his election allowed under this section in writing, addressed to the Personnel Director and deliver it to the Personnel Director's office. If an employee terminates his employment with the City, he agrees to pay to the City within forty-five (45) days of termination the pro-rata share of compensation in lieu of coverage.

ARTICLE 10 - LIFE INSURANCE

SECTION 1. NATURE AND FACE VALUE OF COVERAGE

The Employer shall provide basic group term life insurance for each employee in the face amount of \$80,000 as soon as practicable after ratification. Subject to sufficient participation, as determined by the life insurance company, an employee shall be allowed to purchase additional insurance coverage in \$5,000.00 increments at his sole expense.

SECTION 2. RETIREMENT COVERAGE OPTIONS

Upon retirement an employee, at his option, shall be entitled to maintain his basic life insurance coverage in place as of the time of his retirement at his sole expense at the City's rate. Any increments which an employee may have purchased in excess of the provided coverage may also be maintained at his sole expense subject to the conversion policy of the life insurance company.

ARTICLE 11 - PENSION PLAN

SECTION 1. PENSION PLAN

In accordance with the existing ordinances and other applicable municipal law, all employees covered by this agreement shall be members of the State Municipal Employees' Retirement System within the meaning of RIGL 45-21-1 et. seq. The Employer and employees shall comply with their respective obligations thereunder.

Pending the passage of State enabling legislation that allows the City of Cranston to so act, employees hired between the dates of July 1, 2005 and June 30, 2010 inclusively who are currently members of the State Municipal Employees Retirement Plan may choose to enroll in a defined contribution plan (i.e., a 403 (b) plan or equivalent thereof) established by the City in lieu of the State Municipal Employees Retirement Plan.

Additionally, pending the passage of the aforementioned legislation, all employees hired after June 30, 2010 shall be enrolled in a defined contribution plan (i.e., a 403 (b) plan or equivalent thereof) established by the City in lieu of the State Municipal Employees Retirement Plan.

Under the defined contribution plan, the City of Cranston shall contribute 3% of the employees' annual compensation into this plan. Employees enrolled in this plan shall contribute a minimum of 3% of the employees' annual compensation to be paid through payroll deduction. The employee may contribute additional funds to their account as allowed by the Internal Revenue Code.

If legislation does not so provide, all employees covered by this agreement shall be members of the State Municipal Employees Retirement System, Chapter 45-21-1 et. Seq.

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
July 1, 2016 – June 30, 2017	\$1.35
July 1, 2017 – June 30, 2018	\$1.46

ARTICLE 12 - HOLIDAYS

SECTION 1. HOLIDAYS OBSERVED

Effective January 1, 2006, the following holidays listed below shall be observed:

New Year's Day
Martin Luther King, Jr. Day
Presidents' Day
Memorial Day
Independence Day
Victory Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Day After Thanksgiving Day
Christmas Eve Day, December 24th
Christmas Day, December 25th

When any of the above listed holidays falls on a Saturday, it shall be observed on the preceding Friday. When any of the above listed holidays falls on a Sunday, it shall be observed on the following Monday. In the event December 24th falls on a Saturday or Sunday, each employee covered by this agreement shall be granted another day off, as established by the Mayor. The City may elect to keep City Hall open on December 24th, but shall not compel any bargaining unit member to work on said days. Police dispatchers' holiday pay will be calculated at one and three-tenths (1.3x) times their normal daily rate.

SECTION 2. NO WORK ON THE HOLIDAY

An eligible employee, who is not required to work on the day observed as a holiday shall receive his ordinary straight-time pay for that day and no additional compensation.

SECTION 3. WORK ON A HOLIDAY

An eligible employee, who is required to work on a day observed as a holiday shall receive one and one-half (1.5) times his ordinary straight-time rate of pay for all hours actually worked on that day in addition to his ordinary straight time pay.

SECTION 4. HOLIDAYS DURING A VACATION PERIOD.

If a holiday occurs during the scheduled vacation of an eligible employee, the employee will not receive any additional compensation for the work in which the holiday occurs.

SECTION 5. ELIGIBLE EMPLOYEES.

Notwithstanding any of the provisions of this agreement, an employee who uses sick leave either the work day before or the work day after a holiday listed in Section 1, may, in the discretion of the Employer, provided there is evidence of abuse, be required to

produce sufficient medical documentation, at his expense, verifying the illness claimed and inability to work to be eligible to receive holiday pay.

SECTION 6. SOCIAL EVENTS

The City shall allow reasonable time during working hours for one holiday party in December; for celebration of employee birthdays; and for employee retirement parties. Nothing herein shall obligate the City to provide food or refreshments, or to make any financial expenditure for any such social events.

ARTICLE 13 - TEMPORARY SERVICE OUT OF CLASSIFICATION

SECTION 1. OUT OF CLASSIFICATION COMPENSATION

If an employee has been assigned, directed and authorized by the Mayor, director of his department or their designee, to serve temporarily in a higher rated classification for two (2) or more hours during any bi-weekly pay period, then the employee shall be compensated at the rate of the higher classification for all time served in that classification retroactive to the first hour. Work performed out of classification shall be at the same step level the employee has attained in his classification. In no event, however, shall the employee working in the higher classification be paid more than the employee being replaced, unless the employee working in the higher classification regularly earns more than the employee being replaced, in which case he will be paid at the step next above his regular classification. No employee shall be compelled to accept such assignment for a period in excess of four (4) months unless agreed upon by the parties and the individual employee. During said period, the employee shall be subject to the terms and conditions of this agreement. Should a temporary assignment be for two (2) or less consecutive working hours, then an employee shall not be entitled to a higher rate of compensation and there shall be no salary adjustment.

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.

ARTICLE 14 - SICK LEAVE

SECTION 1. SICK LEAVE DEFINITION.

Subject to the provision of Article 17:

Sick leave shall be defined as leave with pay because of an inability to work caused by personal illness, non-work related injury, exposure to a contagious disease or enforced quarantine (when established and declared by the Department of Health or other competent authority for the period of such quarantine only).

In circumstances in which an employee's spouse, child or parent is ill, the employee may be granted paid sick leave, not to exceed six (6) days in a calendar year, if: (1) attendance upon said employee's spouse, child or parent is medically necessary; and (2) said employee is unable to make any other arrangements for the attendance upon said spouse, child or parent. To be eligible to receive sick leave under such circumstances, the employee may be required to submit sufficient medical documentation, at his expense, verifying the medical necessity for attendance upon said spouse, child or parent. The City may also require an affidavit substantiating the inability to make alternate arrangements.

SECTION 2. NOTIFICATION OF INTENDED ABSENCE

Sick leave will not be allowed unless notification of illness or injury is given to the employee's department director, or his designee, by the employee, or his physician, within a reasonable period after the time scheduled to start work. The employee shall personally give notice, if possible.

SECTION 3. PHYSICIAN'S CERTIFICATION; VIOLATION OF PROVISIONS.

In the event that an employee must take sick leave pursuant to this article for a period in excess of three (3) consecutive days, then said employee may be required to submit a physician's certificate to his department director, or his designee, if so requested. Any employee who has used sick leave on three (3) separate occasions (regardless of the amount of time used on each such occasion) during a six (6) month period may be required to provide a physician's certificate to his department director, or his designee, if so requested, for each and every additional request for sick leave.

Willful violation of any of the sick leave provisions contained herein or the willful making of a false claim for sick leave shall subject the employee chargeable therewith to disciplinary action and/or the requirement to make restitution. The employees are aware that if grounds exist to suspect a misuse of sick leave, a representative of the City may be sent to the employee's home, or, the employee may be subject to surveillance.

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, 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.

SECTION 6. PARTIAL USE OF SICK LEAVE.

If any employee shall be sick or ill, or has a doctor's appointment for less than a full work day, his sick leave shall so be charged only to the extent of the time he was absent, to the nearest half hour. If the sick time is utilized for a doctor's appointment, a note confirming the visit from the doctor's office shall be submitted to his supervisor upon returning to work.

ARTICLE 15 - VACATIONS

SECTION 1. ELIGIBLE EMPLOYEES.

An employee shall be entitled to paid vacation if the employee has successfully completed his probationary period. During the employee's first year of employment, he shall be entitled to ten vacation days, which may be taken only after completion of the probationary period.

SECTION 2. VACATION ALLOTMENT.

Vacation leave shall accrue on January 1 of each year to be taken during that calendar year. The amount of vacation to which an employee shall be entitled during any calendar year shall be determined by the number of years of continuous service with the City completed by the employee as of January 1 of that year, in accordance with the following chart:

Years of Continuous Service Completed as of Jan. 1 st	Days of Vacation
1 year	10
2 years	12
3 to 4 years	16
5 to 9 years	19
10 to 19 years	24
20 years or more	25

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.

SECTION 4. ACCUMULATION CAP AND CARRY OVER.

An employee may accumulate a maximum of seventy (70) days and may not carry over vacation time in excess of seventy (70) days from one calendar year to the next. Vacation allotment in excess of the accumulation limits stated above which is not used by the end of a calendar year may be lost and an employee may not receive pay in lieu of vacation. Vacation allotment in excess of the accumulation limits stated above which is not used by the end of a calendar year will be lost and an employee shall not receive pay in lieu of vacation. An employee will be paid his accumulated vacation allotment, up to sixty-five days, at the time of termination of employment. It is further agreed that an employee with more than ten (10) years of service as of December 31st of the previous year may elect to be paid up to five (5) days vacation leave for leave accrued in excess

of eighteen (18) days; such payment shall be made in July. Compensation due will be made at the straight-time rate.

SECTION 5. RATE OF PAY

An employee shall be compensated for vacation at the straight-time rate of pay at the time the vacation is taken.

SECTION 6. CONFLICTS IN VACATION SELECTION.

In the event of conflicts as to employees' selections of vacation periods, seniority rights shall govern.

ARTICLE 16 - BEREAVMENT LEAVE

SECTION 1. NATURE OF LEAVE; LIMITATIONS.

In case of the death of a father, mother, husband, wife, son, daughter, mother-in-law, father-in-law, brother, sister, domestic partner, step-son, step-daughter, step-mother, step-father, stepbrother, or step-sister of an employee, such employee shall be entitled to a leave of absence with pay from the time of the notification of the death to and including the day following the burial of the deceased, not to exceed five (5) days, except in cases where unusual travel distances exist, such period shall be extended for a maximum of three (3) days, and provided further that in the cases of employees of the Jewish Faith said leave shall be for the actual period of mourning observed but not to exceed seven (7) days from the day of burial.

In case of the death of a grandmother, grandfather, great-grandmother, great-grandfather, grandson, granddaughter, great-grandson, great-granddaughter, daughter-in-law, son-in-law, sister-in-law, or brother-in-law of an employee, such employee shall be entitled to a leave of absence with pay covering the day before the funeral and the day of the funeral.

In the case of the death of a nephew, niece, uncle or aunt of an employee, such employee shall be entitled to a leave of absence with pay for the one (1) day of the funeral.

In the case of the death of a relative other than those provided for in paragraphs above, such leave of absence with pay shall be for not more than four (4) hours to permit attendance at the funeral of said person if the leave is first approved by the department head.

Notification of an employee's intent to exercise his right to bereavement leave as set forth above shall be made to an employee's department director or the Personnel Director as soon as practical.

ARTICLE 17 - PARENTAL AND FAMILY LEAVE

SECTION 1. COMPLIANCE WITH FEDERAL/STATE LAW.

To the extent it may be applicable, the Employer agrees to comply with governing state or federal parental and family medical leave legislation including the Family and Medical Leave Act of 1993, Pub. L. No. 103-03, Section 405(b) (2), 107 Stat. 6 (1993) and the Rhode Island Parental and Family Medical Leave Act, R.I.G.L. 28-48-1, et seq. 27

ARTICLE 18 - MILITARY AND OTHER LEAVE

SECTION 1. MILITARY LEAVE

The Employer will comply with controlling provisions of federal law on military leave. An employee who is unable to report for regularly scheduled work because the employee is required to report for active duty with the United States National Guard or a reserve unit of the United States Military shall, for each day of the first fourteen (14) work days lost because of such duty, be compensated in an amount equal to the difference between eight (8) hours' pay at his straight time rate of pay, as specified in this agreement, and the amount earned for military service. An employee shall have the option to elect to receive accumulated vacation leave compensation in lieu of the compensation offset provision referred to above.

SECTION 2. OTHER LEAVE

Upon written request to the Employer, an employee may be granted a leave of absence without pay not to exceed six (6) months and subject to one (1) renewal for reasons of personal illness, illness in the immediate family, disability, or for the purpose of furthering the employee's education or training where such leave can be demonstrated to be beneficial to the City. Such leave shall be granted only when it will not result in undue prejudice to the interest of the City as an employer beyond any benefits to be realized. No leave without pay shall be granted except upon written request of the employee and a guarantee by the employee that he will serve for at least one year after returning from such leave.

Employees will be notified in writing within thirty (30) calendar days from receipt of the written request of the Employer's action on the leave request. The Employer may request substantiation of any leave of absence or request for leave of absence. At the expiration of such leave, the employee shall be returned to the same position from which he is on leave at the same pay of the then current pay rate of his classification. If the position held by the employee when he took the leave of absence is not available, the employee will be assigned to a similar position consistent with the terms and conditions of this agreement. The rate of pay for such job, however, will not be diminished as a result of such assignment.

Seniority shall continue and shall accrue during all authorized leaves of absence. In cases of leave for personal illness, illness in the immediate family or disability, employees may continue their health care coverage longer than ninety (90) days while on approved leave of absence by paying the monthly premium.

SECTION 3. PERSONAL LEAVE

Employees are entitled to three (3) personal days per year for the term of this agreement. Discharge of personal days must be scheduled and approved by the City and discharged during a calendar year. The City agrees to not unreasonably withhold such authorization.

ARTICLE 19 - JURY DUTY LEAVE

SECTION 1. LEAVE FOR JURY SERVICE; COMPENSATION; NOTICE.

An employee who is required to report for jury duty shall be entitled to leave with pay for scheduled work hours lost as the result of such service. For each hour of such leave taken, the employee will be compensated by the Employer in an amount equal to his straight-time hourly rate of pay, less the amount received by the employee as compensation for such jury service. An employee who reports for such service and is excused therefrom shall immediately contact his direct supervisor and report for work, if requested. In order to be paid by the Employer for such leave, the employee must submit to the Personnel Director written proof, executed by the administrator of the court (or other appropriate official), of having served, the duration of such service and the amount of compensation received for such service.

ARTICLE 20 - EMPLOYEE DISCIPLINE

SECTION 1. JUST CAUSE.

No member of the bargaining unit shall be disciplined in any manner or form without just cause. Any contested disciplinary action shall be processed through the grievance and arbitration procedures set forth in this agreement.

SECTION 2. NOTICE TO UNION.

The Employer shall notify the Union's Business Agent in writing within five (5) business days of the imposition of any form of discipline other than an oral reprimand. The time for filing a grievance over such discipline shall begin to run upon the Union's receipt of such written notice. Oral reprimands shall only be given in the presence of a Union official.

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.

ARTICLE 21 - SENIORITY

SECTION 1. DEFINITION.

Seniority shall be defined as an employee's length of continuous service in any bargaining unit position covered by this agreement computed from the first date of full-time employment in the first position held within this bargaining unit. Seniority shall not accrue to a probationary employee until completion of the probationary period at which time seniority shall be retroactive to the first day of employment. Seniority shall apply, everything else being equal, for purposes layoff, bumping, recall, transfers and vacation preference.

The Employer agrees to furnish the Union a current seniority list in January of each year.

SECTION 2. TERMINATION OF SENIORITY.

An employee's seniority shall be terminated and his seniority rights forfeited for the following breaks in service:

- (a) Discharge, quit, retirement, or resignation;
- (b) failure to give notice of intent to return to work after a recall within ten (10) business days, or failure to return to work on the date specified for recall, as set forth in the written notice of recall; said specified return date shall be no less than ten days from notice of recall.
- (c) Layoff for a period of eighteen (18) months or for a period equal to the employee's seniority, whichever is less.
- (d) Failure to return at the conclusion of an authorized leave, provided there are no extenuating circumstances;
- (e) Absence from work for three (3) consecutive working days without notice, provided there are no extenuating circumstances;
- (f) Acceptance of employment with the City in a position outside the bargaining unit.

An employee shall not accrue seniority for any period of time during an unauthorized leave of absence or a suspension for just cause.

SECTION 3. SENIORITY POOL.

Seniority pools for purposes of layoffs and bumping rights are hereby established as reflected in Exhibit B to this Agreement, which shall be modified by mutual agreement when positions are added or deleted.

SECTION 4. DETERMINATION OF LAYOFFS OR REDUCTIONS IN FORCE.

Consistent with Article 4, Section 1, the City shall determine the timing of any layoffs or reductions in force, the number of employees to be laid off, and which departments and seniority pools will be affected. None of the City's decisions with respect to the foregoing shall be subject to the grievance or arbitration procedures set forth in Article 28 and such decisions are therefore substantively non-arbitrable, with the sole exception being alleged clerical mistakes in determining which employees are laid off or recalled. The term "layoff" as used in this agreement includes, without limitation, any temporary or permanent non-disciplinary separation from employment based upon economic or

operational circumstances. For example, but without intending to limit the generality of the foregoing definition, a "layoff" includes a separation from employment resulting from a reduction in force, reorganization, downsizing, or any other managerial prerogative exercised by the City, however described, characterized or denominated, which results in a decrease in the number of employees employed. An employee's resignation, quitting or employment abandonment shall not be considered a "layoff." An employee's discharge or termination shall not be considered a "layoff" and this section shall not be construed to limit or abridge the City's right to discharge or terminate an employee for disciplinary or non-disciplinary reasons which constitute just cause.

SECTION 5. BUMPING

An employee who receives a notice of layoff may elect to bump an employee with less seniority in the same or lower grade in a seniority pool if:

(1) The bumping employee has more seniority than the employee he will bump; and

(2) He or she is deemed qualified to perform the functions of the employee to be bumped, after successfully completing a forty (40) working day probationary period for training and break-in. The City shall have sole discretion to assess the bumping employee's fitness and qualifications to continue to serve in the position to which he bumped, and if such assessment results in the discharge of said bumping employee, it shall not be subject to the grievance or arbitration procedures set forth in Article 28 and is therefore substantively non-arbitrable; provided however, that said discharged bumping employee shall be placed on a recall list. If a bumping employee is discharged during the probationary period, then the employee he or she had displaced through bumping shall be reinstated forthwith.

Notwithstanding any contrary provision in this section, a non-classified employee may not bump any classified employee and a classified employee may not bump a non-classified employee. Further, no employee, regardless of status (i.e., classified or non-classified) may bump a division head. A division head may bump into a lower rated classification in accordance with this process. A division head may not bump another division head.

An employee separated from employment as a result of the bumping process described in this section may bump an employee in the same classification or seniority pool with the least seniority, subject to the qualification and probationary period requirement set forth above in subparagraph 2 of this Section. An employee bumping into a lower rated classification shall be placed in the salary step which his total year of service requires.

The Department Director or Division Head will provide for a job description at the onset of the probationary 40 day period and will, for the first five working days provide training.

SECTION 6. RECALL.

If the City, in its sole discretion, determines to fill a vacancy in a seniority pool from which employees are laid off, such employees shall be recalled in the reverse order of layoff. The City will forward a notice of recall by certified mail to the last known address furnished by the employee to the City upon layoff. Notice shall also be forwarded to the Union. The employee must, within ten (10) business days of delivery or attempted final delivery of the notice of recall, notify the City of his intent to return to work on the date specified for recall and, thereafter, return to work on such date. An employee's recall rights hereunder shall be limited to a period of eighteen (18) months commencing on the date of actual separation from his previous job classification.

ARTICLE 22 - PROBATIONARY EMPLOYEES

SECTION 1. PROBATIONARY EMPLOYEES.

Any newly hired member of the bargaining unit shall serve a six (6) month probationary period, commencing on the first day of employment. During said probationary employment period, a probationary employee may be terminated for any reason, in the sole and exclusive discretion of the Employer, and shall have no redress through the grievance procedure.

SECTION 2. SICK LEAVE, VACATION LEAVE AND SENIORITY.

Newly hired probationary employees shall not accrue sick leave, vacation leave or seniority until the successful completion of the probationary period, at which point such entitlements shall accrue retroactive to the first date of employment.

A. Vacation Accrual

When a new employee begins their probationary period prior to May 31st and successfully completes his/her probationary 6 month period they would be entitled to 5 vacation days. From the end of the probationary period going forward to the end of the calendar year they would earn an additional .83/days per month until December 31st. On the following January 1st the employee would receive his/her 10 vacation day allocation for the new calendar year. All members of the bargaining unit will receive their vacation accruals at the same time at the beginning of each calendar year.

An employee who begins his probationary period after June 1st would not receive vacation days until the end of probation and would then receive 5 vacation days and earn .83/days per month until the end of the calendar year that the probation ended. This employee would receive his 10 day allocation for the following new calendar year at the same time as all other employees.

SECTION 3. INSURANCE BENEFITS.

The Employer shall not be responsible for its cost for any and all insurance benefits prior to the first day of the employee's first full month of employment.

SECTION 4. OTHER RIGHTS AND BENEFITS.

Other than those conditions stated in Section 2 and 3 above, any and all rights and benefits provided by this agreement shall apply to probationary employees, unless the parties agree otherwise.

ARTICLE 23 - VACANCIES

SECTION 1. NOTIFICATION OF VACANCIES.

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.

SECTION 2. FILLING VACANCIES.

When and if the City elects to fill vacancies in classified positions, vacancies shall be filled with persons classified through competitive examinations.

SECTION 3 RIGHT OF RETURN

A classified employee promoted to another position after taking a competitive examination shall have the right to return to his former position at any time within thirty (30) days after beginning work in the new position.

ARTICLE 24 - PROMOTIONS

SECTION 1. COMPLIANCE WITH THE CIVIL SERVICE RULE AND REGULATIONS AND CITY CHARTER

Promotions shall be made in accordance with the Civil Service Rules and Regulations and City Charter. The City agrees to notify the Business Agent of the Union of any proposed changes to the Civil Service Rules and Regulations at least five (5) days prior to City Council action on such proposed changes.

SECTION 2. APPLICABILITY OF SENIORITY.

Credit for seniority shall be given for actual service only, excluding probationary period and rank or grades specified at the time of examination by the Personnel Director. Seniority shall be computed as of the date of examination. Credit for seniority shall be obtained by adding to standard grade of 70 the following points:

- ⌚ One-half (1/2) point for each full year of service for the first ten (10) years.
- ⌚ Three-quarters (3/4) point for each full year of service for the next ten (10) years.
- ⌚ No additional credit for service in excess of twenty (20) years.

ARTICLE 25 - SCHOOLING AND SEMINARS

SECTION 1. APPROVAL; REIMBURSEMENT LIMITATIONS.

The City agrees to reimburse employees for schooling and seminars which are job related provided that prior approval is obtained from the department head. In order to be reimbursed, the employee must successfully complete the course or seminar. The maximum allowance for such schooling shall be \$750.00 per fiscal year; however, the city shall pay the full cost of any seminar or course specifically required to maintain a license or certification required as a condition of the employee's employment. Payment shall be made within a reasonable time after the course is completed. Authorization for said schooling or seminars shall not be unreasonably withheld.

**ARTICLE 26 - UNIFORMS FOR POLICE DISPATCHERS, ANIMAL
SHELTER PERSONNEL.**

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 three (3) pair of work pants, three (3) short sleeve shirts and three (3) long sleeve shirts and one (1) pair of boots annually.

B. The City shall furnish Foreman and General Foremen with a uniform allowance of \$550.00 annually

C. The City shall furnish 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 such Inspectors and Code Compliance Officers.

ARTICLE 27 - LEGAL ASSISTANCE AND INDEMNIFICATION

SECTION 1. CITY'S OBLIGATIONS; LIMITATIONS TO ASSIST OR INDEMNIFY.

In the event any employee covered by this agreement is sued in any civil proceeding as a result of actions performed by said employee in the performance of his or her duties as an employee of the City, the City agrees to provide such employee with all necessary legal assistance and further agrees to pay any judgment rendered against such employee in any such proceeding; provided, however, that the City shall have the right to deny all or a portion of the benefits under this section if it determines that the employee acted outside the scope of his employment; or engaged in intentionally willful, malicious, tortious or criminal conduct. An employee against whom any criminal action is brought shall have the right to request legal assistance hereunder, which request shall be considered by the City on a case-by-case basis.

ARTICLE 28 - GRIEVANCE AND ARBITRATION PROCEDURES

SECTION 1. DEFINITION: EXEMPTION; EXCLUSIVITY.

A grievance is a dispute between an employee, employees, or the Union and the Employer which involves the application, meaning or interpretation of the express provisions of this agreement, provided however that an employee shall not have the right to grieve or arbitrate the imposition of discipline or his dismissal from employment during his initial probationary period. The procedures set forth in this article shall comprise the sole and exclusive dispute resolution process for a grievance.

SECTION 2. PROCEDURAL STEPS.

Step 1. Not later than ten (10) days, excluding weekends and holidays, after the event giving rise to the grievance, an employee, employees, or the Union must submit his grievance in writing to his department director. The department director or his designee shall respond in writing within five (5) days, excluding weekends and holidays, of the receipt of the grievance. Should the department director or his designee not respond within the time period set forth herein, it shall be presumed that the grievance has been denied and the grievance may proceed to the next step.

Step 2. If the grievance is not settled at Step 1., it shall be presented in writing by an employee, employees, or the Union to the Personnel Director, within five (5) days thereafter excluding weekends and holidays. The Personnel Director shall give his written answer to the grievance within ten (10) days, excluding weekends and holidays, after receipt of the grievance. Should the Personnel Director fail to respond within the time period set forth herein, it shall be presumed that the grievance has been denied and the grievance may proceed to the next step.

Step 3. If the grievance is not settled at Step 2., it shall be presented in writing by the employee (or the Union) to the Mayor within five (5) days thereafter excluding weekends and holidays. The Mayor shall give his written answer to the grievance within ten (10) days, excluding weekends and holidays, after receipt of the grievance. Should the Mayor fail to respond within the time period set forth herein, it shall be presumed that the grievance has been denied and the grievance may proceed to the next step.

SECTION 3. WRITTEN PRESENTATION.

All grievances presented in accordance with the procedures set forth in Section 2 shall include: the facts giving rise to the grievance; the provision(s) of the agreement, if any, alleged to have been violated; the name(s) of the aggrieved employee(s); and remedy sought. All grievances shall be signed and dated by a duly authorized Union representative. The Personnel Director or Mayor may request a meeting with the employee and his duly authorized Union representative.

SECTION 4. TIME LIMITATIONS.

The time limitations set forth in Section 2 are of the essence of this agreement and the failure by an employee, employees, or the Union to comply with the time limits shall be

deemed to constitute a waiver of the grievance. Notwithstanding the time limitations set forth in Section 2, the Employer and Union may extend them by mutual written agreement.

SECTION 5. SUBMISSION TO ARBITRATION.

Any grievance, as defined in Section 1 of this article, that has been properly and timely processed through all of the grievance procedures set forth above and that has not been settled at the conclusion thereof, may be submitted to arbitration by the Union serving the Employer with a written demand for arbitration within fifteen (15) days, excluding weekends and holidays, after the response of the Mayor is due. The failure to file a demand for arbitration within the time limits set forth herein shall constitute a complete waiver of the employee's (s') and Union's right to demand arbitration.

SECTION 6. ARBITRATOR SELECTION

The Union's demand for arbitration shall be submitted to the closest local office of the American Arbitration Association with a request that it furnish to the Union and the Employer a list of at least fifteen (15) qualified and impartial arbitrators. The arbitrator selection process shall be governed by the Voluntary Labor Arbitration Rules in effect as of the date of the demand for arbitration.

SECTION 7. ARBITRATOR'S AUTHORITY AND JURISDICTION.

The authority and jurisdiction of the arbitrator and his opinion and award shall be confined exclusively to the interpretation and/or application of the express provision(s) of this agreement. The arbitrator shall have no authority to add to, detract from, alter, amend or modify any provision of this agreement; to impose on either party a limitation or obligation not explicitly provided for in this agreement or to establish or alter any wage rate or wage structure. Without intending to limit the generality of the foregoing, the arbitrator shall be without power or authority to issue an award which; (a) is violative or inconsistent with any of the terms of this agreement or applicable law; (b) exceeds his jurisdiction and authority under law and this agreement; (c) involves any matter which by law or under the terms of this agreement, is within the exclusive authority or prerogative of the Employer; or (d) involves any matter wherein the Employer's decision is final and binding under either the terms of this agreement or by applicable law.

SECTION 8. BINDING EFFECT

Subject to applicable law, the decision of the arbitrator shall be final and binding upon both parties.

SECTION 9. FEES AND EXPENSES OF ARBITRATION.

The fees of the American Arbitration Association and the fees and expenses of the arbitrator shall be shared equally by the Union and the Employer.

ARTICLE 29 - MISCELLANEOUS

SECTION 1. BULLETIN BOARDS

The Employer shall provide bulletin boards in conspicuous places to be used for posting of Union notices, rules and regulations. The Employer agrees that all vacancies and new positions shall be posted on all bulletin boards in all departments.

SECTION 2. CLASSIFICATION.

No employee shall have their status changed and/or altered from classified to unclassified or unclassified to classified without prior notice to the Union occurring at least five (5) days prior to the change.

SECTION 3. STATUS AND GRADE

The status and grade of any employee shall not be changed and/or altered without prior notice to the Union occurring at least five (5) days prior to the change.

SECTION 4. LOUNGE AREAS

(a) The City shall maintain the availability of the present City Hall lounge.

(b) The City shall maintain a separate lunch area within the Senior Center building for the use of Senior Center employees.

SECTION 5. VENDING MACHINES

Profits from the vending machines in the lounge in City Hall, if any, shall be remitted to the Union's Sunshine Club.

SECTION 6. USE OF PERSONAL VEHICLES FOR CITY BUSINESS.

Any employee required to use his or her personal vehicle for official City business shall be compensated at the rate established by the U.S. Internal Revenue Service (IRS) and in effect as of July 1st of each year of this agreement, after submission and approval of a written request for mileage reimbursement.

SECTION 7. SMOKING IN CITY VEHICLES.

Smoking in city vehicles is prohibited, pursuant to RIGL 23-20.10-4.

SECTION 8. USE OF CITY VEHICLES.

Employees using City vehicles shall be allowed fifteen (15) minutes of paid time prior to the end of their shift to return the City vehicle to its usual garaging location.

SECTION 9. EMERGENCY PHONE CALLS.

Employees shall have the right to make and receive necessary or emergency personal telephone calls. Employees shall not abuse the right to make telephone calls hereunder, and such telephone calls shall not interfere with City operation.

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 offensive 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.

ARTICLE 30 - CONTINUATION

SECTION 1. CONTINUATION.

To the extent required by law, notwithstanding anything herein contained, the within agreement shall remain in full force and effect until a successor agreement is agreed to by the parties hereto.

ARTICLE 31 - ENTIRE UNDERSTANDING

SECTION 1. ENTIRE UNDERSTANDING

The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the Employer and the Union, for the life of this agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered in this agreement, or with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this agreement.

SECTION 2. MODIFICATIONS.

Any modifications or changes to this agreement must be reduced to writing and executed by duly authorized representatives of the Employer and Union.

ARTICLE 32 - DURATION OF AGREEMENT; SEPARABILITY

SECTION 1. DURATION OF AGREEMENT.

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

SECTION 2. SEPARABILITY.

If any term or provision of this agreement is, at any time during the life of this agreement, adjudged by a court or administrative body of competent jurisdiction to be in conflict with any law, such term or provision shall become invalid and unenforceable, but such invalidity or unenforceability shall not impair or affect any other term or provision of this agreement.

City of Cranston

Union

August 4, 2016
Date

July 29, 2016
Date

Alan W. Jung
Mayor

[Signature]
Business Agent

Robert P. Strom
Finance Director

[Signature]
Secretary-Treasurer

[Signature]
City Solicitor

Daniel Robles
Witnesseth

[Signature]
Witnesseth

THE CITY OF CRANSTON

ORDINANCE OF THE CITY COUNCIL
IN AMENDMENT OF CHAPTER 10.12.190 OF THE CODE OF THE CITY
OF CRANSTON ENTITLED "TRAFFIC CONTROL SIGNAL LIGHTS
AUTHORIZED AT CERTAIN INTERSECTIONS"
(Broad Street and Sheldon Street)

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 10.12.190 of the Code of the City of Cranston, entitled "Traffic control signal lights authorized at certain intersections" is hereby amended by deleting the following:

[Broad Street and Sheldon Street]

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

Positive Endorsement

Negative Endorsement (attach reasons)

Christopher M. Rawson, Solicitor Date

Christopher M. Rawson, Solicitor Date

Sponsored by: Allan W. Fung, Mayor

Referred to Ordinance Committee August 11, 2016

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THE CITY OF CRANSTON

ORDINANCE OF THE CITY COUNCIL
IN AMENDMENT OF TITLE 12 OF THE CODE OF THE CITY OF CRANSTON,
2005, ENTITLED "STREETS, SIDEWALKS AND PUBLIC PLACES"
(Bus Shelter Insurance)

No.

Passed:

John E. Lanni, Jr., Council President

Approved:

Allan W. Fung, Mayor

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

Section 1. Chapter 12.04, entitled STREETS AND SIDEWALKS GENERALLY, is hereby amended by adding the following section:

12.04.120 – Bus Shelters

The Rhode Island Public Transit Authority shall provide liability insurance coverage for bodily injury and property damage on the bus shelters it has placed and may cause to be placed on any public way in the City of Cranston, indemnifying the said city against any claims of injuries and damages resulting from such placement of said shelters; the limits of liability for such bodily injury and property damage shall be not less than three hundred thousand dollars (\$300,000.00) for each occurrence and three hundred thousand dollars (\$300,000.00) in the aggregate, and be approved as to form by the city solicitor.

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

Positive Endorsement

Negative Endorsement (attach reasons)

Christopher Rawson, City Solicitor Date

Christopher Rawson, City Solicitor Date

Sponsored by: Councilman Santamaria

Referred to Ordinance Committee August 11, 2016

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THE CITY OF CRANSTON

**RESOLUTION OF THE CITY COUNCIL
URGING THE CRANSTON HOUSING AUTHORITY TO INITIATE A RECYCLING
PROGRAM AT ITS PROPERTIES TO ENCOURAGE RECYCLING FOR RESIDENTS
OF CRANSTON HOUSING AUTHORITY PROPERTIES**

No.

Passed:

John E. Lanni, Jr., Council President

WHEREAS, the benefits of recycling result in a cleaner and more renewable environment and improves the lives of the children of Cranston; and

WHEREAS, the recycling fosters a sense of community empowerment and improves the quality of life; and

WHEREAS, the recycling reduces the accumulation of garbage in buildings which in turn reduces rodent infestation and the use of harmful pesticides; and

WHEREAS, many other Cities and Towns throughout the country have implemented recycling programs through their public housing authorities; and

WHEREAS, the following public housing authorities throughout the country have implemented recycling programs in their public housing authorities: Pawtucket Housing Authority, Boston Housing Authority, Reading, Pennsylvania Housing Authority, Tempe Arizona Housing Authority, Asheville North Carolina Housing Authority;

NOW, THEREFORE, BE IT RESOLVED that the Cranston City Council respectfully requests that the Cranston Housing Authority initiate a pilot program of recycling collection and apply for grants and funding for such a program from the Rhode Island Resource Recovery Corporation, the U.S. Department of Housing and Urban Development and other environmental agencies.

BE IT FURTHER RESOLVED that the City Clerk forward a certified copy of this Resolution to the Cranston Housing Authority, to each member of the Board of Directors of the Cranston Housing Authority, and to Rhode Island Resource Recovery Corporation, the U.S. Department of Housing and Urban Development and the Cranston delegation in the Rhode Island Senate and House of Representatives seeking their consideration and support.

Sponsored by Councilman Stycos

Referred to Public Works Committee August 1, 2016