

*(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**

**-NOVEMBER 22, 2021-**

Regular meeting of the City Council was called held on Monday, November 22, 2021 in the Council Chambers, City Hall, 869 Park Ave., Cranston, RI and via ZOOM Webinar.

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

Roll call showed the following members present: Councilwomen Marino, Renzulli, Vargas, Germain, Councilmen Donegan, Campopiano Reilly, Council Vice-President Ferri and Council President Paplauskas -9.

Also Present: Anthony Moretti, Chief of Staff; Christopher Millea, City Solicitor; John Verdecchia, Assistant City Solicitor; Robert Strom, Finance Director; Daniel Parrillo, Director of Personnel; Stephen Angell, City Council Legal Counsel; Tom Lima, host of meeting.

On motion by Council Vice-President Ferri, seconded by Councilwoman Germain, 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”: Councilwomen Marino, Renzulli, Vargas, Germain, Councilmen Donegan, Campopiano, Reilly, Council Vice-President Ferri and Council President Paplauskas -9.

### **I. PUBLIC ACKNOWLEDGEMENTS AND COMMENDATIONS**

***2021 USATF NEW ENGLAND JUNIOR OLYMPIC CROSS COUNTRY CHAMPIONS - 11/12 BOYS DIVISION***

***– CLCF PANTHERS RACING TEAM***

***EVELYN YANOVICH OF CLCF PANTHERS – 2021 USATF NEW ENGLAND JUNIOR OLYMPIC CROSS COUNTRY INDIVIDUAL CHAMPION 8 & UNDER GIRLS DIVISION***

***MADDISON DUTRA, CRANSTON EAST FRESHMAN 3<sup>rd</sup> TEAM ALL-STATE 2021 RIIL GIRLS ALL-STATE CROSS COUNTRY TEAM***

**Councilwomen Renzulli and Marino presented Citations.**

**II. PUBLIC HEARINGS & PUBLIC COMMENT**

**John DiBona, Esq.**, appeared to represent applicant for proposed Ordinances 8-21-01 and 8-21-02.

**Joseph Shekarchi, Esq.**, appeared to represent applicant for proposed Ordinance 7-21-17.

**Janice Cataldo**, 65 Sage Dr., appeared to oppose to proposed Ordinance 7-21-17.

**Susan Bucci**, Sage Dr., appeared to oppose to proposed Ordinance 7-21-17.

**Ed Pimental**, Traffic Consultant for applicant for proposed Ordinance 7-21-17, appeared to speak and stated that a full analysis was done and presented a copy of the section of the State Law and the analysis.

On motion by Councilwoman Renzulli, seconded by Councilwoman Vargas, it was voted to accept Mr. Pimental's handouts as part of the record. Motion passed on a vote of 9-0. The following being recorded as voting "aye": Councilwomen Marino, Renzulli, Vargas, Germain, Councilmen Donegan, Campopiano, Reilly, Council Vice-President Ferri and Council President Paplauskas -9.

**Mildred Moreira**, 25 Caraway Dr., appeared to oppose to proposed Ordinance 7-21-17.

**Resident of 5 Sage Dr.**, appeared to oppose to proposed Ordinance 7-21-17.

**Joe Narcisi**, 22 Caraway Dr., appeared to oppose to proposed Ordinance 7-21-17.

**Cheryl Carbone**, 4 Thyme Dr., appeared to oppose to proposed Ordinance 7-21-17.

**John Marland**, 41 Caraway Dr., appeared to oppose to proposed Ordinance 7-21-17.

**Anthony Manfredi**, 15 Thyme Dr., appeared to oppose to proposed Ordinance 7-21-17.

**Frank Gibbons**, 50 Sage Dr., appeared to oppose to proposed Ordinance 7-21-17.

**Appearing via Zoom to oppose to proposed Ordinance 7-21-17:**

**Kristen Narcisi**, 22 Caraway Dr.

**Lyndsey DelPrete**, 15 Dove Court.

**Danielle Marland**, 41 Caraway Dr.

On motion by Council Vice-President Ferri, seconded by Councilman Donegan, it was voted take the docket out of order and vote on proposed Ordinance 7-21-17. Motion passed on a vote of 9-0. The following being recorded as voting "aye": Councilwomen Marino, Renzulli, Vargas, Germain, Councilmen Donegan, Campopiano, Reilly, Council Vice-President Ferri and Council President Paplauskas -9.

**7-21-17      ORDINANCE IN AMENDMENT OF CHAPTER 17 OF THE CODE OF THE CITY OF CRANSTON, 2005, ENTITLED 'ZONING' (CHANGE OF ZONE – 0 SAGE DR.)**

On motion by Councilman Reilly, seconded by Councilwoman Renzulli, it was voted to deny this Ordinance and include prior testimony from the Ordinance Committee meeting. Motion passed on a vote of 7-2. The following being recorded as voting "aye": Councilwomen Marino, Renzulli, Vargas, Councilmen Campopiano, Reilly, Council Vice-President Ferri and Council President Paplauskas -7. The following being recorded as voting "nay": Councilwoman German and Councilman Donegan -2.

**III. RESOLUTIONS**

***RESOLUTION AUTHORIZING FILING A GRANT PROPOSAL WITH THE RHODE ISLAND DEPARTMENT OF ENVIRONMENTAL MANAGEMENT, SMALL AND LARGE RECREATION DEVELOPMENT PROJECTS***

On motion by Councilman Campopiano, seconded by Councilwoman Renzulli, the above Resolution was adopted on a vote of 9-0. The following being recorded as voting "aye": Councilwomen Marino, Renzulli, Vargas, Germain, Councilmen Donegan, Campopiano, Reilly, Council Vice-President Ferri and Council President Paplauskas -9.

***RESOLUTION IN RECOGNITION OF 'NATIONAL ADOPTION MONTH'***

Councilmen Reilly, Donegan, Campopiano, Councilwomen Marino, Germain, Vargas, Council Vice-President Ferri and Council President Paplauskas asked to be added as co-sponsors.

On motion by Council Vice-President Ferri, seconded by Councilwoman Germain, the above Resolution was adopted on a vote of 9-0. The following being recorded as voting "aye": Councilwomen Marino, Renzulli, Vargas, Germain, Councilmen Donegan, Campopiano, Reilly, Council Vice-President Ferri and Council President Paplauskas -9.

**IV. REPORT OF COMMITTEES**

**SAFETY SERVICES AND LICENSES COMMITTEE  
(Councilwoman Nicole Renzulli, Chair)**

**CLASS BV LIQUOR LICENSE – NEW (OVER THE CAP)  
CAFÉ DAY RESTAURANT & BAR  
CARLOS SANTOS**

326 Union Ave

**Frank Manni, Esq.**, appeared to represent applicant.

**Carlos Santos** appeared to speak and stated that hours of operation will be 11-9 and the capacity is limited to 60.

On motion by Councilwoman Renzulli, seconded by Councilwoman Germain, it was voted to approve this liquor license application. Motion passed on a vote of 8-0. The following being recorded as voting "aye": Councilwomen Marino, Renzulli, Vargas, Germain, Councilmen Donegan, Campopiano, Council Vice-President Ferri and Council President Paplauskas -8. Councilman Reilly was not present for roll call vote.

**FINANCE COMMITTEE  
(Council Vice-President Robert J. Ferri, Chair)**

**9-21-06      *ORDINANCE IN AMENDMENT OF CHAPTER 3.24 OF THE CODE OF THE CITY OF CRANSTON, 2005, ENTITLED 'REVENUE AND FINANCE – REAL PROPERTY FOR TAX FREEZE FOR ELDERLY***

On motion by Councilwoman Renzulli, seconded by Councilwoman Germain, the above Ordinance was adopted on a vote of 9-0. The following being recorded as voting "aye": Councilwomen Marino, Renzulli, Vargas, Germain, Councilmen Donegan, Campopiano, Reilly, Council Vice-President Ferri and Council President Paplauskas -9.

**10-21-01      *ORDINANCE IN AMENDMENT OF TITLE 3.24.080 OF THE CODE OF THE CITY OF CRANSTON, 2005, ENTITLED 'REVENUE AND FINANCE – INCOME QUALIFICATIONS'***

On motion by Councilman Donegan, seconded by Councilwoman Germain, the above Ordinance was adopted on a vote of 9-0. The following being recorded as voting "aye": Councilwomen Marino, Renzulli, Vargas, Germain, Councilmen Donegan, Campopiano, Reilly, Council Vice-President Ferri and Council President Paplauskas -9.

**-NOVEMBER 22, 2021-****10-21-02      *ORDINANCE OF THE CITY COUNCIL ENACTMENT OF THE CITY OF CRANSTON ADMINISTRATIVE UNIT EMPLOYMENT BENEFITS BOOK***

On motion by Councilwoman Renzulli, seconded by Councilwoman Germain, the above Ordinance was adopted on a vote of 9-0. The following being recorded as voting "aye": Councilwomen Marino, Renzulli, Vargas, Germain, Councilmen Donegan, Campopiano, Reilly, Council Vice-President Ferri and Council President Paplauskas -9.

**10-21-04      *ORDINANCE RATIFYING THE TEAMSTERS LOCAL 251 CONTRACT FOR TERM JULY 1, 2021 – JUNE 30, 2024***

On motion by Councilman Donegan, seconded by Councilwoman Vargas, the above Ordinance was adopted on a vote of 9-0. The following being recorded as voting "aye": Councilwomen Marino, Renzulli, Vargas, Germain, Councilmen Donegan, Campopiano, Reilly, Council Vice-President Ferri and Council President Paplauskas -9.

**10-21-05      *ORDINANCE IN AMENDMENT OF CHAPTER 3.04 OF THE CODE OF THE CITY OF CRANSTON, 2005, ENTITLED 'REVENUE AND FINANCE – FISCAL PROVISIONS'***

**Councilwomen Vargas, Germain, Councilmen Donegan and Reilly** asked to be added as co-sponsors.

On motion by Councilwoman Vargas, seconded by Councilwoman Germain, the above Ordinance was adopted on a vote of 7-2. The following being recorded as voting "aye": Councilwomen Marino, Vargas, Germain, Councilmen Donegan, Campopiano, Council Vice-President Ferri and Council President Paplauskas -7. The following being recorded as voting "nay": Councilwoman Renzulli and Councilman Reilly -2.

***RESOLUTION 'AMERICAN RESCUE PLAN ACT FUNDS – PRIORITIZING USE AND PUBLIC INPUT***

On motion by Councilwoman Germain, seconded by Councilman Donegan, it was voted to adopt the above Resolution.

**Under Discussion:**

**Councilwoman Renzulli** stated that she agrees with everything in this Resolution, but asked if there are any objections to adding in a survey, as it was discussed, that would open up opportunity for more people to respond.

**Council President Paplauskas** stated that he would like to see a survey. He asked if Councilwomen Marino and Vargas could work with Budget Analyst Dimaio and Mr. Lima, our Media Coordinator, to come up with some type of survey we can link on the City Council website.

**Councilwoman Vargas** asked if we are able to put a survey on the City Council web page or do we need approval by the Mayor's Office and if that is the case, would the Director be available to assist. Steven Paiva, Mayor's Communications Coordinator, appeared to speak and stated that, historically, website requests have come from department heads to the Executive Office. Councilwoman Vargas asked if this could be placed on the City Council page on the web. Mr. Paiva stated that he does not see why not.

**Councilman Donegan** stated that he thinks a survey is great. The objective is to get as many voices at the table as possible.

**Councilwoman Germain** stated that she agrees that a survey would be a way to get more information from the community.

**Councilwoman Vargas** asked if a deadline she be placed as far as the survey.

**-NOVEMBER 22, 2021-**

**Director Moretti** stated that he is sure the Administration is all for whatever survey and whatever feedback the people may want to give. The only thing he cautioned is the accuracy of the results of such a survey. We have to be sure that that survey reaches across sections of all individuals in the City. That would be the fair thing to do. The Administration would like to participate with the City Council on this.

**Council President Paplauskas** stated that he envisions having workshops hosted by the full City Council in the Chambers for the fact that we have Zoom access and UTube simulcast capabilities. We have two meetings in January, at least one, if not two in February and final report with all results and get everything done by the April 1<sup>st</sup> deadline of when the budget will be introduced.

On motion by Councilwoman Marino, seconded by Councilwoman Vargas, it was voted to amend the above Resolution as follows: line #66, after "City Council", add "and to participate in a City survey".

**Councilwomen Germain, Renzulli, Vargas, Councilmen Reilly, Campopiano and Council President Paplauskas** asked to be added as co-sponsors.

Roll call was taken on the above amendment and motion passed on a vote of 9-0. The following being recorded as voting "aye": Councilwomen Marino, Renzulli, Vargas, Germain, Councilmen Donegan, Campopiano, Reilly, Council Vice-President Ferri and Council President Paplauskas -9.

Roll call was taken on the motion to adopt the above Resolution as amended and motion passed on a vote of 9-0. The following being recorded as voting "aye": Councilwomen Marino, Renzulli, Vargas, Germain, Councilmen Donegan, Campopiano, Reilly, Council Vice-President Ferri and Council President Paplauskas -9.

***RESOLUTION AUTHORIZING REAL ESTATE TAX ABATEMENTS***

On motion by Councilwoman Renzulli, seconded by Councilman Reilly, the above Resolution was adopted on a vote of 9-0. The following being recorded as voting "aye": Councilwomen Marino, Renzulli, Vargas, Germain, Councilmen Donegan, Campopiano, Reilly, Council Vice-President Ferri and Council President Paplauskas -9.

***RESOLUTION AUTHORIZING MOTOR VEHICLE TAX ABATEMENTS***

On motion by Councilwoman Renzulli, seconded by Councilwoman Vargas, the above Resolution was adopted on a vote of 8-0. The following being recorded as voting "aye": Councilwomen Marino, Renzulli, Vargas, Germain, Councilmen Campopiano, Reilly, Council Vice-President Ferri and Council President Paplauskas -8. Councilman Donegan was not present for roll call.

***RESOLUTION AUTHORIZIN TANGIBLE TAX ABATEMENTS***

On motion by Councilwoman Germain, seconded by Councilwoman Renzulli, the above Resolution was adopted on a vote of 8-0. The following being recorded as voting "aye": Councilwomen Marino, Renzulli, Vargas, Germain, Councilmen Campopiano, Reilly, Council Vice-President Ferri and Council President Paplauskas -8. Councilman Donegan was not present for roll call.

***TAX INTEREST WAIVER APPROVALS***

On motion by Councilwoman Renzulli, seconded by Councilwoman Marino, it was voted to approve the list of Tax Interest Waiver Approvals. Motion passed on a vote of 8-0. The following being recorded as voting "aye": Councilwomen Marino, Renzulli, Vargas, Germain, Councilmen Campopiano, Reilly, Council Vice-President Ferri and Council President Paplauskas -8. Councilman Donegan was not present for roll call vote.

**-NOVEMBER 22, 2021-****ORDINANCE COMMITTEE  
(Councilman Matthew R. Reilly, Chair)****7-21-17      *ORDINANCE IN AMENDMENT OF CHAPTER 17 OF THE CODE OF THE CITY OF CRANSTON, 2005, ENTITLED 'ZONING' (CHANGE OF ZONE – 0 SAGE DR.)***

Discussion and vote held at the beginning of the meeting.

**8-21-01      *ORDINANCE IN AMENDMENT OF THE CRANSTON 2010 COMPREHENSIVE PLAN FOR THE CITY OF CRANSTON, AS AMENDED 2012 (840 & 846 OAKLAWN AVE.)***

On motion by Councilman Donegan, seconded by Councilwoman Marino, the above Ordinance was adopted on a vote of 8-0. The following being recorded as voting "aye": Councilwomen Marino, Renzulli, Vargas, Germain, Councilmen Donegan, Campopiano, Council Vice-President Ferri and Council President Paplauskas -8. Councilman Reilly was not present for roll call vote.

**8-21-02      *ORDINANCE IN AMENDMENT OF CHAPTER 17 OF THE CODE OF THE CITY OF CRANSTON, 2005, ENTITLED 'ZONING' (CHANGE OF ZONE – 840 & 846 OAKLAWN AVE.)***

On motion by Council Vice-President Ferri, seconded by Councilwoman Renzulli, the above Ordinance was adopted on a vote of 8-0. The following being recorded as voting "aye": Councilwomen Marino, Renzulli, Vargas, Germain, Councilmen Donegan, Campopiano, Council Vice-President Ferri and Council President Paplauskas -8. Councilman Reilly was not present for roll call vote.

**9-21-08      *ORDINANCE IN AMENDMENT OF CHAPTER 10.32.030 OF THE CODE OF THE CITY OF CRANSTON, 2005, ENTITLED 'MOTOR VEHICLES AND TRAFFIC - MULTI-WAY STOP INTERSECTIONS-ENUMERATED'***

On motion by Councilwoman Marino, seconded by Councilwoman Germain, the above Ordinance was adopted on a vote of 9-0. The following being recorded as voting "aye": Councilwomen Marino, Renzulli, Vargas, Germain, Councilmen Donegan, Campopiano, Reilly, Council Vice-President Ferri and Council President Paplauskas -9.

**V.      PUBLIC COMMENT FOR UN-DOCKETED ITEMS**

None.

**VI.      ELECTION AND/OR APPOINTMENT OF CITY OFFICIALS*****PUBLIC LIBRARY BOARD OF TRUSTEES:***

- **RE-APPOINTMENT OF LARRY WARNER FOR TERM TO EXPIRE ON DECEMBER 3, 2024**

On motion by Council Vice-President Ferri, seconded by Councilwoman Vargas, it was voted to re-appoint Larry Warner 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": Councilwomen Marino, Renzulli, Vargas, Germain, Councilmen Donegan, Campopiano, Reilly, Council Vice-President Ferri and Council President Paplauskas -9.

**-NOVEMBER 22, 2021-****JUVENILE HEARING BOARD:**

- **RE-APPOINTMENT OF CAROL AGUASVIVAS FOR TERM TO EXPIRE ON DECEMBER 1, 2024. (Councilwoman Vargas)**

On motion by Councilwoman Germain, seconded by Council Vice-President Ferri, it was voted to re-appoint Carol Aguasvivas as a member of the Juvenile Hearing Board. Motion passed on a vote of 9-0. The following being recorded as voting "aye": Councilwomen Marino, Renzulli, Vargas, Germain, Councilmen Donegan, Campopiano, Reilly, Council Vice-President Ferri and Council President Paplauskas -9.

- **APPOINTMENT OF BERNARD KEVIN O'CONNOR AS ALTERNATE MEMBER FOR TERM TO EXPIRE ON DECEMBER 22, 2022 (Council Vice-President Ferri)**

On motion by Councilwoman Renzulli, seconded by Council Vice-President Ferri, it was voted to appoint Bernard Kevin O'Connor as an Alternate Member of the Juvenile Hearing Board. Motion passed on a vote of 9-0. The following being recorded as voting "aye": Councilwomen Marino, Renzulli, Vargas, Germain, Councilmen Donegan, Campopiano, Reilly, Council Vice-President Ferri and Council President Paplauskas -9.

**ZONING BOARD OF REVIEW:**

- **APPOINTMENT OF JASON JODOIN, PMP, AS FOURTH ALTERNATE MEMBER FOR TERM TO EXPIRE ON NOVEMBER 22, 2022. (Council President Paplauskas)**

On motion by Councilwoman Germain, seconded by Council Vice-President Ferri, it was voted to appoint Jason Jodoin as Fourth Alternate Member of the Zoning Board of Review. Motion passed on a vote of 9-0. The following being recorded as voting "aye": Councilwomen Marino, Renzulli, Vargas, Germain, Councilmen Donegan, Campopiano, Reilly, Council Vice-President Ferri and Council President Paplauskas -9.

**CITY PLANNING COMMISSION:**

- **APPOINTMENT OF JAMES DONAHUE FILLING THE UN-EXPIRED TERM OF JOSEPH MORALES FOR TERM TO EXPIRE ON DECEMBER 17, 2022. (Council President Paplauskas)**

No action needed.

**VII. REPORT OF CITY OFFICERS**

None.

**VIII. EXECUTIVE COMMUNICATIONS****REQUEST TO BE CHANGED FROM SERVICE PENSION TO DISABILITY PENSION OF HAROLD WINSTANLEY, CRANSTON FIRE DEPARTMENT**

On motion by Councilwoman Renzulli, seconded by Councilwoman Vargas, it was voted to go into Executive Session. Motion passed on a vote of 9-0. The following being recorded as voting "aye": Councilwomen Marino, Renzulli, Vargas, Germain, Councilmen Donegan, Campopiano, Reilly, Council Vice-President Ferri and Council President Paplauskas -9.

The meeting went into Executive Session at 8:43 p.m.

Present in Executive Session: Councilwomen Marino, Renzulli, Vargas, Germain, Councilmen Donegan, Campopiano, Reilly, Council Vice-President Ferri and Council President Paplauskas; Anthony Moretti, Chief of Staff; Christopher Millea, City Solicitor; John Verdecchia, Assistant City Solicitor; Daniel Parrillo, Director of Personnel; Robert Strom, Finance Director.

On motion by Council Vice-President Ferri, seconded by Councilman Donegan, it was voted to come out of Executive Session. Motion passed on a vote of 9-0. The following being recorded as voting "aye": Councilwomen Marino, Renzulli, Vargas, Germain, Councilmen Donegan, Campopiano, Reilly, Council Vice-President Ferri and Council President Paplauskas -9.

The meeting came out of Executive Session at 8:50 p.m.

On motion by Council Vice-President Ferri, seconded by Councilwoman Vargas, it was voted to seal the minutes of Executive Session. Motion passed on a vote of 9-0. The following being recorded as voting "aye": Councilwomen Marino, Renzulli, Vargas, Germain, Councilmen Donegan, Campopiano, Reilly, Council Vice-President Ferri and Council President Paplauskas -9.

**Council President Paplauskas** indicated that no votes were taken in Executive Session.

On motion by Council Vice-President Paplauskas, seconded by Councilman Reilly, it was voted to approve the request of Mr. Winstanley. Motion passed on a vote of 9-0. The following being recorded as voting "aye": Councilwomen Marino, Renzulli, Vargas, Germain, Councilmen Donegan, Campopiano, Reilly, Council Vice-President Ferri and Council President Paplauskas -9.

**Director Moretti** addressed the status of the Mausoleum and stated that there have been no developments since October 31<sup>st</sup>. The Administration had the Department of Public Works secure the building and the City is doing everything it can to secure the building. They have cleared 20-foot perimeter of the building and we are stepping up Police patrol every shift. The building was deemed abandoned by a Judge several years ago. Director Moretti also indicated that the City does not own it. There was a potential object that was in the building that could be valuable and the City had the item removed from that building and it is in safe storage. The Solicitor will be filing Receivership for that item. The City is also working with the Governor's Office to try to get those bodies out of that decrepit facility and hoping to relocate them. The Administration is open for discussion. There will be a meeting on December 2<sup>nd</sup> at 6 pm. Everyone is welcomed to attend, but cautioned not to violate Open Meetings Law.

**Director Moretti** stated that yesterday, the City had conversation with DOT regarding the bike path ownership. They clearly claim ownership. He also stated that the City is responsible for up to \$5,000 per project.

## **IX. COUNCIL PRESIDENT COMMUNICATIONS**

**Council President Paplauskas** wished everyone a Happy Thanksgiving and invited everyone to attend the Christmas Tree Lighting at the Knightsville Gazebo on December 1<sup>st</sup> at 6 p.m.

## **X. COUNCIL MEMBER COMMUNICATIONS**

### **COUNCILWOMAN VARGASs:**

- ***PLAYGROUND ASSESSMENTS THROUGHOUT THE CITY***

**Councilwoman Vargas** asked if an assessment of playgrounds in general be provided to the City Council at the next meeting or the January meeting. Director Moretti stated that he will ask the Parks and Recreation Director to put something together.

**Council President Paplauskas** asked that this be placed on the Public Works Agenda.

**-NOVEMBER 22, 2021-**

**XI. COUNCIL BUSINESS MATTERS CARRIED OVER**

None.

**XII. INTRODUCTION OF NEW MATTERS BEFORE THE COUNCIL\***

\* These new matters are referred for public hearing to the appropriate sub-committee of the Council. They are listed here for referral and vote to a committee and for informational purposes.

**11-21-01      *ORDINANCE IN AMENDMENT OF TITLE 6 OF THE CODE OF THE CITY OF CRANSTON, 2005, ENTITLED 'ANIMALS GENERALLY'. Sponsored by Councilwoman Marino. Referred to Ordinance Committee December 9, 2021.***

**CLAIMS REFERRED TO CLAIMS COMMITTEE – THURSDAY, DECEMBER 9, 2021**

- ***Property Damage Claim:***
  - *Giana Catoni from alleged incident on October 11, 2021.*
  - *Mona Rodriguez Masjoan from alleged incident on October 13, 2021.*
- ***Personal Injury Claim:***
  - *Severance Trucking and Joseph Gagne from alleged incident on July 16, 2021.*

On motion by Council Vice-President Ferri, seconded by Councilwoman Vargas, 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”: Councilwomen Marino, Renzulli, Vargas, Germain, Councilmen Donegan, Campopiano, Reilly, Council Vice-President Ferri and Council President Paplauskas -9.

**XIII. MISCELLANEOUS BUSINESS ON CLERK’S DESK**

**7-21-08      *ORDINANCE IN AMENDMENT OF CHAPTER 12 OF THE CODE OF THE CITY OF CRANSTON 2005, ENTITLED 'STREETS, SIDEWALKS AND PUBLIC PLACES' (Street Paving). Sponsored by Councilman Donegan and Councilwoman Marino***

**Solicitor Millea** stated that, as stated in the Mayor’s veto message, this is a very dangerous ground the City Council will be going down. It is a violation of Open Meetings Act. He quoted Section 3.19 of the City Charter where it states that the City Council is not to demand anything from a department. That is what this Ordinance is doing. The Council can request information from the Administration, but to demand in a public manner, it is an absolute violation of the Charter and General Laws of the State of Rhode Island. Based on that, the Council should not be overriding the Mayor’s veto.

**Councilwoman Marino** stated that the intent is for public access and public record and she would like to hear from City Council Legal Counsel. Attorney Angell stated that this is not an Open Meetings Act violation. The access to Public Records Act alluded to Section 38-2-1. The legislation does not seek to access public records. It seems to elucidate information for the public including members of the taxpayers of the City of Cranston. He sees this within the purview of the City Council

Roll call was taken on motion to override the Mayor’s veto and motion passed on a vote of 6-3. The following being recorded as voting “aye”: Councilwomen Marino, Vargas, Germain, Councilman Donegan, Council Vice-President Ferri and Council President Paplauskas -6. The following being recorded as voting “nay”: Councilwoman Renzulli, Councilmen Campopiano and Reilly -3.

**-NOVEMBER 22, 2021-**

***EXECUTIVE SESSION PURSUANT TO R.I.G.L. 42-46-5(a)(1) PERSONNEL***

*Vote to be taken to go into Executive Session*

*Vote to be taken to Come out of Executive Session*

*Votes taken in Executive Session reported out in Public Session.*

*Vote to be taken to seal minutes of Executive Session.*

This was addressed earlier in the meeting.

The meeting adjourned at 9:15 P.M.

Rosalba Zanni  
Acting City Clerk

(See Stenographic Notes of Ron Ronzio, Stenotypist)

## CITY OF CRANSTON

Ex. # 1 Sub: 11-22-2021  
City Council  
 By: Edward Pimental  
 Re: Ord. 7-21-17

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## Comprehensive Plans and State Approval Status

The following table lists the approval dates and approval status of all municipal comprehensive plans and amendments. The Approval Status for plans are either: Fully Approved, Partially Approved, Expired, or Denied. Comprehensive plan amendments are also listed along with their status of Approved or Denied.

- **Fully Approved** means that the plan and all amendments to the plan have current State approval.
- **Partially Approved** indicates that an amendment to the comprehensive plan has not been approved by the State but the remainder of the plan continues to have state approval.
- **Expired** means that the term of the State Approval has expired. While the State is no longer bound by the plan, it remains in full force and effect locally.
- **Denied** means that the State did not grant State Approval to the plan or amendment. While the State is not bound by the plan or amendment, it is in full force and effect locally.

### Viewing the Comprehensive Plans

Links to the comprehensive plans are of two types. For comprehensive plans with State approval, the link will display the comprehensive plan as it was submitted to, and approved by, the State. However, the Division cannot guarantee that these are the most recent and complete version of the comprehensive plan. Readers may wish to contact the municipality for such verification.

For comprehensive plans that do not have current State approval, the Division has done its best to provide correct links to the appropriate municipal website.

Lavender = full approval

Yellow = partial approval

White = approval expired

Orange = approval denied

<b>Municipality</b>	<b>Municipally Approved</b>	<b>State Approved</b>	<b>Plan/Approval Expiration</b>	<b>Approval Status</b>
Barrington	03/25/15	05/11/15	05/10/25	Fully Approved
Amendment BAR-19-01 Bay Spring Avenue Corridor Developer Guidance	07/29/19	10/01/19		Fully Approved
Bristol	01/25/17	02/02/17	02/01/27	Fully Approved
Burrillville	07/09/18	12/03/18	12/02/28	Fully Approved
Central Falls	12/18/06	11/01/07	10/31/12	Expired
Charlestown	05/04/21	08/04/21	08/03/31	Fully Approved
Coventry	03/05/99	03/22/99	03/21/04	Expired
Cranston	08/25/10	10/18/12	07/01/17	Expired
Cumberland	06/25/16	04/19/17	04/18/27	Fully approved
Amendment CUM-20-01 Amendment deleting reference to converting the impaired wetland in front of the performing arts pavilion into a lawn area	02/19/20	05/15/20		Fully Approved
Amendment CUM-A2-20 Amendment for Housing and Neighborhoods Growth Management adding text in support of affordable and workforce housing	08/19/20	10/26/20		Fully Approved

East Greenwich	03/24/14	04/01/14	03/31/24	Fully approved
East Providence	01/05/10			Denied
Exeter	12/08/03	03/03/04	03/02/09	Expired
Foster	06/08/06	09/14/06	09/13/11	Expired
Glocester	04/19/18	07/26/18	07/25/28	Fully Approved
Amendment GLO-A1-21 Amendment to the Future Land Use Map, changing the designation of Plat 10, Lot 116 from Agricultural/Residential density greater than or equal to 3 acres per unit to Planned District - Density less than or equal to 3 units per acre.	05/20/21	09/15/21		Fully Approved
Hopkinton	05/04/17	03/27/18	03/26/28	Fully Approved
Amendment: HOP-19-01 Amendment to the Future Land Use Map, changing AP 5, Lot 6 from Manufacturing to Medium Density Residential	03/04/19	10/09/19		Fully Approved
Amendment: HOP-19-02 Amendment to the Future Land Use Map, changing AP 18, Lots 8, 13, and 14 from Low Density Residential to Commercial	07/15/19	10/21/19		Fully Approved
HOP-19-03 Amendment to				

Recommendations 14 and 19 as follows:  
 Recommendation 14: Evaluate the feasibility and cost of installing photovoltaic and/or wind power electricity generating technologies on municipally owned lands and facilities, particularly building rooftops and the capped landfill on Stubtown Road.  
 Recommendation 19 is stricken: Consider a zoning ordinance to permit wind energy projects in appropriate zones.

Amendment HOP-A1-20  
 Amendment to the Future Land Use Map for Atlantic Solar changing the designation of several lots located in the vicinity of Main Street from Low Density Residential to Commercial for the purpose of accommodating the construction of a photovoltaic solar energy system

Jamestown

Johnston

Lincoln

Little Compton

08/07/2019

12/23/2019

03/20/20

10/05/20

04/06/15

05/15/15

05/14/25

09/30/09

11/17/09

11/16/14

08/19/03

09/20/04

09/19/09

02/15/18

04/30/18

04/29/28

Fully  
Approved

Fully  
Approved

Fully  
Approved

Expired

Expired

Fully  
Approved

Middletown	03/02/15	11/20/15	11/21/25	Fully Approved
Narragansett	09/05/17	10/03/17	10/02/27	Fully Approved
New Shoreham	11/16/16	03/02/17	03/01/27	Fully Approved
Amendment NSH-A1-21 Amendment to the Future Land Use Map changing the designation of Plat 18, Lot 2-3 From Low Density Residential to Medium Density Residential	05/19/2021	07/21/2021		Fully Approved
Newport	02/08/17	05/03/17	05/02/27	Fully Approved
Amendment NPT-21-01: This amendment incorporates the Newport North End Urban Plan by reference and revises various sections of the Comprehensive Plan.	02/10/21	04/06/21		Fully Approved
North Kingstown	11/19/18	11/18/19	11/17/29	Fully Approved
Amendment NK-A1-20 Amendment to the Future Land Use Map changing the designation of 420 School Street from Neighborhood Commercial to High Density Residential	01/13/20	09/25/20		Fully Approved
Amendment NK-A2-20 Amendment to the Future Land Use Map changing the	01/13/20	09/25/20		Fully

designation of 2909 Tower Hill from Very Low Density Residential to Commercial					Approved
North Providence	08/20/14	11/17/14	11/16/24	Fully Approved	
North Smithfield	04/01/19	10/29/19	10/28/29	Fully Approved	
Pawtucket	03/22/17	06/16/17	06/15/27	Fully Approved	
Portsmouth	10/26/92	08/15/02	08/14/07	Expired	
Providence	11/20/14	01/05/15	01/04/25	Fully Approved	
Richmond	03/19/13	04/05/13	07/01/17	Expired	
<i>Amendment: RMD-14-01</i>					
Shannock Village District: New Future LU Designation	08/12/14	10/06/14	-----	Expired	
<i>Amendment: RMD-16-01</i> Planned Dev. Resort District: New Future LU Designation & Zoning District	09/20/16	12/02/16	----	Expired	
Scituate	06/12/03	07/19/04	07/18/09	Expired	
Smithfield	01/17/17	10/03/17	10/02/27	Fully Approved	
<i>Amendment: SMI-18-01</i>					
Change of Responsibility for the Review of All Comprehensive Permits	04/03/18	05/10/18		Fully Approved	
<i>Amendment SMI-A1-21</i>	02/24/21	07/21/21		Fully Approved	

South Kingstown	05/24/21	09/15/21	09/15/31	Fully Approved
Tiverton	10/22/18	11/05/18	11/04/28	Fully Approved
Warren	01/13/04	02/12/04	02/11/09	Expired
Warwick	04/17/14	08/18/14	8/17/24	Fully Approved
<i>Amendment: WAR-18-01</i>				
52 Benefit Street FLUM change from <i>Industrial to Residential-High</i>	06/18/18	07/24/18		Fully Approved
West Greenwich	12/06/95			Denied
West Warwick	2/26/20	8/17/20	8/16/30	Fully Approved
Westerly	01/20/21	05/13/21	05/12/31	Fully Approved
Woonsocket	04/04/12	04/24/12	04/23/17	Expired
<i>Amendment: WON-14-01</i>				
East Mill Street and Havelock Street: FLUM change from Residential (High Density) to Mixed Use (Commercial/Industrial)	10/01/14	09/02/14	-----	Expired

## Quick Links

[Overview](#)

[RI Comp. Planning and Land Use Regulation Act](#)

[Comprehensive Planning Standards and Guidance](#)

Planning Resources

Five Year Implementation Reports

Comprehensive Plans and State Approval Status

Comprehensive Plans Under Review

## Staff Contact

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Josh O'Neill, AICP

*Supervising Planner*  
(401) 222-4849

CITY OF CRANSTON  
Ex. # 2 Sub: 11-22-2021  
City Council  
By: Edward Pimentel  
Re: Ord. 7-2117

**COMPREHENSIVE PLAN CONSISTENCY ANALYSIS**

**ZONE CHANGE - A-80 to A-20**

**SAGE DRIVE, CRANSTON, RI**

**ASSESSOR'S PLAT 35 - LOT 2**

Prepared for: John Casale

By: Edward Pimentel, AICP

8 July 2021

### INTRODUCTORY STATEMENT

This professional land use planning and zoning consultant has been engaged by John Casale (hereinafter 'Applicant'), in order to evaluate the proposed rezoning of property located at the end of Sage Drive - presently zoned Residential 'A-80' District to be rezoned to Residential 'A-20' District. The referenced development will necessitate a recommendation from the Planning Commission, prior to proceeding onto the City Council for formal review and approval. The referenced zone change is to realize appropriate residential development of the subject property and further the goals and objectives of the City's Comprehensive Plan, in particular rendering compliance with the City's Future Land Use Map as required by Rhode Island General Law.

In light of the stated proposal, I have thoroughly reviewed the subject zone change submission, City of Cranston, RI, Comprehensive Plan 2010 - June 2012 Amendment [hereinafter 'Comprehensive Plan'], as well as having conducted a thorough analysis of the general 'Alpine Estates' neighborhood, said analysis including all properties within a several-block radius, for purpose of concluding appropriate neighborhood density. My analysis entails rendering a determination as to the appropriateness of the proposed zone change, given the goals and objectives of the Comprehensive Plan, specifically the Land Use and Housing Elements as well as the Future Land Use map.

### PRESENT CONDITIONS

The subject property, situated at the very end of Sage Drive, otherwise designated Assessor's Plat 35, Lot 2, and containing in excess of 9-acres (395,925 square feet), is presently unimproved. The subject property is presently zoned Residential 'A-80' District [hereinafter 'A-80 District'], defined pursuant to Section 17.08.010 'Zoning Districts', of the Zoning Ordinance, in the following manner:

**A-80 District** - *"Single-family dwellings on lots of minimum areas of eighty-thousand (80,000) square feet."*

Albeit, zoned in such a manner as to reflect more-so low-density residential development, the property is in fact classified medium-density, or 'Single-Family Residential 3.63 to 1 Unit Per Acre', pursuant to the Comprehensive Plan - Future Land Use map.

The property is surrounded by the following land use classifications: similar medium-density to the north and east; open space to the south, and low-density to the west. The property is stated amidst the 'Alpine Estates' development, all of which are zoned, classified, and improved in a medium-density fashion. It is unclear why the subject parcel maintains a low-density zoning

designation. The only conclusion that can be reached by this professional land use consultant, is that respective zoning and land use classification reflects the piece-meal manner in which the area has developed - zoning designation and corresponding land use classification being amended as development progressed throughout Alpine Estates.

The subject property should be properly zoned A-20 District, in accordance with the manner in which the vast surrounding residential neighborhood is presently zoned and consequently improved. The Residential 'A-20' District [hereinafter 'A-20 District'], is defined pursuant to Section 17.08.010 'Zoning Districts', of the Zoning Ordinance, in the following manner:

**A-20 District** - *"Single-family dwellings on lots of minimum areas of twenty-thousand (20,000) square feet."*

It must be reemphasized that the stated A-20 District designation is corroborated by the Comprehensive Plan - Future Land Use map, which illustrates that the subject property is classified '**Single Family Residential 3.63 to 1 Unit Per Acre**' - or medium-density land use classification. Further documenting the inappropriateness of the present A-80 District zoning designation - or low-density land use classification.

### **PROPOSED ZONE CHANGE**

The present proposal entails rezoning the subject property from the present inconsistent A-80 District designation (inconsistency documented pursuant to the present Future Land Use map land use classification) and rezoning to a more appropriate and consistent A-20 District designation. Consistency is not only generally corroborated by the Future Land Use map, but also '**expressly**' corroborated by the recent appendices to the Comprehensive Plan - Appendix A 'Zoning Consistency Analysis', which outlines in great detail those specific properties in which the present zoning designation is in 'error', or inconsistent, with what is otherwise anticipated from a density perspective pursuant to the Comprehensive Plan - Future Land Use map.

#### **Appendix A - Zoning Consistency Analysis**

**Assessor's Plat 35, Lot 2 - 0 Sage Drive  
Land Use Classification - SFR 3.63 to 1 Unit Per Acre**

**Existing Zoning - A-80 District  
Proposed Zoning District - A-20 District**

The vast present land use is single-family residential on lots approximating medium-density. This is an extremely important point because it not only reflects the appropriateness of residential development, but also acknowledges that there are no constraints (environmental or otherwise) to residential development on lots that are on average one-half acre in area. This is

corroborated below by the results of the independently prepared 'Neighborhood Analysis'. Typically, the manner in which a property is zoned, is both well-supported by the corresponding land use classification and anticipated usage. For example, the Comprehensive Plan well documents that there are sections of western Cranston that have experienced their share of appropriate residential growth, and that said density should be maintained.

#### LAND USE PLAN ELEMENT

**Key Challenges** - *"Cranston's land use practices and policies to manage growth must continue to be programmed to respond to changing markets and patterns of development. Over the past ten years, moderate residential growth in western Cranston, reuse of the State land at the Pastore Center, and new development in both industrial parks and other large land parcels have required adjustments to the City's land use policies. Challenges for the future include."* [Page 21]

- **Differentiating Neighborhoods** – *"The City has new residential development and has preserved more open space in western Cranston, while large and small redevelopment projects are occurring in eastern Cranston. Neighborhoods are being formed in western Cranston, while neighborhoods are reaffirming themselves in the East. This Plan proposes to recognize those differences with varying approaches to growth management while protecting existing neighborhoods."*

**Land Use Principles** - *"During the comprehensive planning process, it was determined that there were common themes among many of the ideas, suggestions, and issues regarding land use that also affected the other elements. These themes support the following land use principles and provide a basis for actions proposed in this plan."* [Page 34]

**Principle 4:** *"Protect and stabilize existing residential neighborhoods by basing land use decisions on neighborhood needs and quality of life."*

*"Protect the natural, historic and visual resources that define the neighborhoods. In addition, support the existing residential development patterns in order to stabilize the residential blocks and neighborhoods."* [Page 34]

Therefore, the Comprehensive Plan acknowledges that additional growth is anticipated - directing future development towards those areas that can accommodate intensification that is reflective of present densities. Considering medium-density residential development is being well-supported throughout the 'Alpine Estates' neighborhood, there is no 'Reasonable Purpose' for maintaining the present A-80 zoning designation.

#### NEIGHBORHOOD ANALYSIS

Rezoning the subject property to A-20 District is without question, in the professional opinion of this land use consultant, not only appropriate but also legally necessary to realize consistency with the Future Land Use map. A thorough neighborhood analysis was prepared to further document the appropriateness of the proposed zone change. The parameters of the referenced

neighborhood analysis include all properties located along Alpine Estates Drive, Cranberry Terrace, Caraway Drive, Thyme Drive, Sage Drive, Belle-Isle Way, Basil Crossing, Dove Court, Raven Circle, Marjoram Drive and Pepper Mill Lane. In total, 191-lots were analyzed, exclusive of the subject property. Although, certain parcels appear to have the requisite acreage to accommodate further subdivision, they were treated as being fully built-out regardless of the excessive associated acreage. All researched parcels appear to have been already residentially improved, to further evidence the appropriateness of residential development at the density level requested.

The resulting lot density, even without considering the subdivision of properties that appear to have excessive acreage, is one-unit per 19,794 square feet - in-line with the A-20 District designation. Clearly, corroborating the medium-density classification of the surrounding neighborhood and manner in which said neighborhood has long been improved. The results of the 'Neighborhood Analysis,' evidences a predominantly medium-density residential presence. Therefore, it is the professional opinion of this land use consultant, given present neighborhood conditions, that the subject property is appropriately suited for greater residential development.

### **COMPREHENSIVE PLAN ANALYSIS**

The primary assurance that a development is consistent with the needs of a community is when it can be shown to be consistent with the goals, objectives and policies of the Comprehensive Plan. The following language confirms that the subject development does indeed further the intent and purpose of the Comprehensive Plan.

#### **LAND USE PLAN ELEMENT**

**Key Challenges** - *"Cranston's land use practices and policies to manage growth must continue to be programmed to respond to changing markets and patterns of development. Over the past ten years, moderate residential growth in western Cranston, reuse of the State land at the Pastore Center, and new development in both industrial parks and other large land parcels have required adjustments to the City's land use policies. Challenges for the future include:"* [Page 21]

- **Build An Even Better Cranston – Neither western nor eastern Cranston has been 'built out' according to current zoning regulations. There are many opportunities for new residential development in western Cranston as well as redevelopment and infill opportunities in eastern Cranston, based on recent land use data. Guidelines for development will protect community character and channel development potential in ways that will maintain the local environment and quality of life."**

### Housing Element

**Key Challenges** - *"While Cranston approaches build-out of residential development and while some neighborhoods are 'aging', this Element focuses on ways to improve existing neighborhoods and proposes more efficient ways of utilizing the remaining land."* [Page 57]

o *"Existing residential neighborhoods, in both eastern and western Cranston, are stable and well maintained. Wholesale redevelopment of existing residential blocks would be disruptive and undesirable in most areas. Instead, the regulatory environment and city programs should support the existing neighborhoods in terms of maintaining their character."*

o *"Overall growth is comparatively slow, except in western Cranston where undeveloped land is still available for new housing development." However, development of this land is constrained by environmental and other regulatory restrictions, and the public's desire for open space preservation. This makes it even more crucial to plan how the remaining land in western Cranston is developed, preserved, or improved."*

The applicant's proposal is clearly consistent with the goals and objectives of the Comprehensive Plan, specifically the Land Use and Housing Elements, as well as in keeping with the character of the surrounding neighborhood. The Comprehensive Plan acknowledges that density should mirror neighborhood characteristics.

### ZONE CHANGE APPROPRIATENESS

As has been well documented throughout this report, a zone change is quite appropriate given the present vast surrounding medium-density residential character and reflective consistent land use classification pursuant to the Future Land Use map. Further evidence of this appropriateness is provided for by past zone change requests within the proximate neighborhood for very similar density modifications. There is a rather extensive list of such requests documented within the Comprehensive Plan [Pages 43 - 44] that have already been incorporated into the Future Land Use map.

Finally, and perhaps an even more important point, is in regard to the zone change and corresponding density-level requested. The applicant seeks the least dense zoning designation that realizes consistency with the Future Land Use map. There are several zoning designations that would realize consistency with the Future Land Use map, and therefore deemed appropriate as a matter-of-law. Nevertheless, that is not what the applicants desire - greater neighborhood inappropriate density - but a zoning designation that reflect a density that is quite on point with the surrounding character. This point is well corroborated by the Comprehensive Plan [Pages 42 - 43], as evidenced by the following:

**Future Land Use Map** - *"The Future Land Use Map shows the proposed future land use citywide. There are several new plan components depicted on this map that were not shown on the 1992 Future Land Use Plan. These changes include:"* [Page 42]

### Residential Land Use Designations

*"The Future Land Use Plan creates residential land use categories based on intensity and use so that the residential land uses can be linked to specific zoning classifications. The following table presents the residential land use classifications with their appropriate zoning classifications:"* [Page 43]

<u>Land Use Classifications</u>	<u>Zone</u>
Single Family Residential - Less Than One-Unit Per Acre	A-80 District
Single Family Residential - 3.63 to One-Unit Per Acre	A-12 and A-20 Districts

Therefore, whereas the resulting A-20 District will permit a greater density than otherwise permitted by the current zoning designation, the A-12 District would permit an even greater density.

### ZONE CHANGE: RESIDENTIAL 'A-80' DISTRICT to RESIDENTIAL 'A-20' DISTRICT

The results of both the 'Comprehensive Plan' and 'Neighborhood Analysis' clearly acknowledge support for the proposed zone change, and corresponding residential intensification. The referenced zone change will be more in-line with the character of the surrounding neighborhood as well as render consistency with the goals and objectives of the overall Comprehensive Plan, specifically the Land Use and Housing Elements.

The applicant is required by law to evidence consistency with the Comprehensive Plan, and more importantly the "Future Land Use" map. R.I.G.L. 45-24-50 – "Consistency with Comprehensive Plan", specifically grants local communities the authority to amend their Ordinances, when it is done so for the purpose of promoting the public health, safety, morals and general welfare. An Ordinance amendment, including change to the official zoning map, must first evidence consistency with the Comprehensive Plan. The above-referenced 'Comprehensive Plan - Consistency Analysis', has clearly concluded the appropriateness of the proposed zone change. Said conclusion resulted from a comparative analysis of the surrounding property and neighborhood characteristics and Comprehensive Plan objectives that will be achieved.

The final, and most salient point, is consistency with the "Future Land Use" map, which reflects, "...the preferred or acceptable patterns of land use..." Evidence of this consistency must be satisfied, otherwise RIGL mandates a Comprehensive Plan amendment. It is abundantly clear that the Future Land Use map classifies the subject property for **'Single Family Residential**

**3.63 to 1 Unit Per Acre'** - or medium-density land use classification - thereby fully supporting the proposed zone change to an A-20 District. Although, regulations typically mandate that a community render their official zoning map consistent with their Future Land Use map within a reasonable period of time, this is not typically followed for a variety of reasons. A community would prefer to have a property owner engage in such action, thereby providing an avenue for regulating development - determining whether the resulting zone change / usage of the property is in accordance with the overall goals and objectives of the community. This land use planning consultant reiterates that the community specifically directs a private property owner to seek a zone change when necessary to realize consistency with the Comprehensive Plan

### **CONCLUSION**

In summary, this planning consultant professionally believes that the Planning Commission should not have any reservation in forwarding a positive recommendation, followed by affirmative City Council action. The proposed A-20 District zoning designation is purely for the purpose of realizing consistency with the character of the surrounding neighborhood and permit the property owner appropriate usage of his property. The potential development that may result does not even approach present density levels, and therefore quite appropriate given the medium-density residential character of the surrounding neighborhood. Furthermore, the purpose for the zone change is to realize consistency with the comprehensive plan, as mandated by law.

It is the professional opinion of this planning consultant that the following language excerpted from the Comprehensive Plan - Housing Element, illustrates clear support for the proposed redevelopment.

#### **Housing Action Program - Conserve Existing Housing Resources**

**HA-6 - "Review zoning in existing residential neighborhoods to ensure the zoning matches, as closely as possible, what has already been built."**

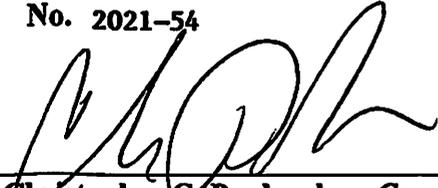
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THE CITY OF CRANSTON

**RESOLUTION OF THE CITY COUNCIL**  
**AUTHORIZING FILING A GRANT PROPOSAL WITH THE RHODE ISLAND**  
**DEPARTMENT OF ENVIRONMENTAL MANAGEMENT, SMALL AND LARGE**  
**RECREATION DEVELOPMENT PROJECTS**

No. 2021-54

*Passed:*  
 November 22, 2021



\_\_\_\_\_  
 Christopher G. Paplauskas, *Council President*

**WHEREAS,** The Rhode Island Department of Environmental Management has announced that it is now accepting Recreational grant applications for its FY 2021-22 grant round; and

**WHEREAS,** DEM's recreation grant application requires, in matching funds, to local municipalities for outdoor recreation development projects in their communities. The grant funding opportunities are small recreation grant up to \$100,000; and large recreation grant up to \$400,000.

**WHEREAS,** Awarded grants will require a minimum 20% match, which is available from the City's bond account Fund 203-203006.

**WHEREAS,** The City intends to submit a competitive grant application for the costs relating to the redevelopment of the Knightsville Pocket Park and an ADA handicapped accessible playground located at the friendly playground.

**NOW, THEREFORE, BE IT RESOLVED THAT,** the Honorable Cranston City Council:

1. Authorizes Mayor Hopkins to submit a recreation grant application; small and large recreation projects, to the Rhode Island department of environmental management, for costs relating to the recreation projects named herein and requiring a minimum match, of 20%, if awarded.

Sponsored by Council President Paplauskas

Co-sponsored by Councilwomen Renzulli, Vargas, Germain, Marino, Councilmen Donegan, Reilly, Campopiano and Council Vice-President Ferri

THE CITY OF CRANSTON

RESOLUTION OF THE CITY COUNCIL  
"IN RECOGNITION OF NATIONAL ADOPTION MONTH"

No. 2021-55

Passed:  
November 22, 2021

  
Christopher G. Paplauskas, Council President

WHEREAS, The goal of National Adoption Month is to celebrate adoption and to increase awareness of the thousands of youth in foster care who are waiting for permanent, loving families; and

WHEREAS, The City of Cranston recognizes National Adoption Month and acknowledges the many children waiting to find their forever family; and

WHEREAS, There are approximately 2,509 children in the foster care system in the State of Rhode Island, with approximately 382 of whom are waiting for adoption; and

WHEREAS, We recognize the work of the staff and caseworkers at the Rhode Island Department of Children and Families, who often maintain large caseloads and who work tirelessly to find permanent families for children; and

WHEREAS, every day, loving and nurturing families are strengthened and expanded when committed and dedicated individuals make an important difference in the life of a child through adoption; and

WHEREAS, National Adoption Day has been celebrated as a collective national effort to find permanent and loving families for children in the foster care system; and

WHEREAS, we must not neglect the often silent cry of children awaiting permanent placement who deserve support from their communities and from public and private agencies.

NOW, THEREFORE, BE IT RESOLVED THAT, the Honorable Cranston City Council:

1. Supports the goals and ideals of National Adoption Month.
2. Recognizes that every child should have a permanent and loving family; and
3. Encourages the people of Cranston to consider adoption during the month of November and throughout the year.

Sponsored by Councilwoman Renzulli  
Co-sponsored by Councilwomen Marino, Germain, Vargas, Councilmen Reilly, Donegan, Campopiano, Council Vice-President Ferri and Council President Paplauskas

9-21-06

THE CITY OF CRANSTON

ORDINANCE OF THE CITY COUNCIL

IN AMENDMENT OF CHAPTER 3.24 OF THE CODE OF THE CITY OF CRANSTON, 2005, ENTITLED "REVENUE AND FINANCE - REAL PROPERTY FOR TAX FREEZE FOR ELDERLY"

No. 2021-36

\*As amended in Committee 10/4/2021

Passed: November 22, 2021

Signature of Christopher G. Paplauskas, Council President

Approved: November 30, 2021

Signature of Kenneth J. Hopkins, Mayor

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

Section 1. Chapter 3.24.020 is hereby amended as follows:

A person shall not be entitled to the freeze unless he or she owns a one hundred (100) percent interest in fee simple in a single family dwelling or in the two family owner occupied dwelling in which he or she resides; provided, however, that co-owners of a single-family dwelling or a two-family owner occupied dwelling who together own a one hundred (100) percent interest may make application for and shall be entitled to the freeze if one of the co-owners who resides in the dwelling is sixty-five (65) years of age or older or permanently and totally disabled and is the "income from all sources" of all residents of the single family dwelling or the owner occupied unit of the two-family dwelling aggregates \*thirty two twenty \*thirty thousand \*thee hundred dollars (\*\$32,000.00 20,000.00 \$30,300) for a single person or an aggregate of \*thirty six twenty three \*thirty four thousand-\*three \*six hundred \*and twenty dollars (\*\$36,320.00 23,000.00 \$34.600) or less per year.

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

Positive Endorsement:

Negative Endorsement: (Attach reasons)

11/22/2021 City Solicitor Date /s/ John Verdecchia

City Solicitor Date

Sponsored by Council President Paplauskas Co-sponsored by Councilwomen Marino, Renzuli, Germain, Vargas, Councilmen Donegan, Reilly, Campopiano and Council Vice-President Ferri

Referred to Finance Committee October 4, 2021



10-21-02

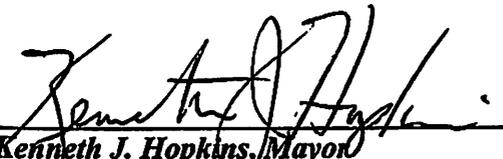
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3 **THE CITY OF CRANSTON**  
4 **ORDINANCE OF THE CITY COUNCIL**  
5 **THE ENACTMENT OF THE CITY OF CRANSTON ADMINISTRATIVE UNIT**  
6 **EMPLOYMENT BENEFITS BOOK.**  
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9 No. 2021-38

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11 *Passed:*  
12 November 22, 2021

  
 \_\_\_\_\_  
 Christopher Paplauskas, Council President

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14  
15 *Approved:*  
16 November 30, 2021

  
 \_\_\_\_\_  
 Kenneth J. Hopkins, Mayor

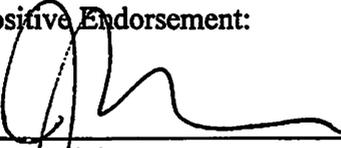
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19 *It is ordained by the City Council of the City of Cranston as follows:*

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22 **Section 1.** The Amended City of Cranston Administration Unit Employment Benefits Book  
23 (Attached with noted additions and redactions), is hereby enacted and is effective immediately upon  
24 adoption.  
25

26 **Section 2.** This ordinance shall take effect upon its final adoption.  
27

28  
29 Positive Endorsement:

Negative Endorsement: (Attach reasons)

30  
31  
32  11/22/2021  
 \_\_\_\_\_  
 City Solicitor Date  
 /s/ John Verdecchia

\_\_\_\_\_  
 City Solicitor Date

33  
34 Sponsored by Mayor Kenneth J. Hopkins

35  
36  
37 Referred to the Finance Committee November 1, 2021



# City of Cranston

## Administrative Unit

### Employment

### Benefits

Enacted November 22, 2021  
Per Ordinance 10-21-02

Kenneth J. Hopkins  
Mayor

Daniel Parrillo  
Personnel Director

## **Article I**

### **Hours of Work and Shift**

#### **Section 1. Work Week and Shifts**

Except as otherwise provided, the regular work week for employees covered under this Administrative Unit Agreement shall consist of five (5) consecutive days, totaling forty (40) hours within a calendar week, beginning on Monday and ending on Friday. The shift shall be from 8:30 am to 4:30 pm year round with a one (1) hour paid lunch, provided, however that at the employer's discretion, and upon approval of the Mayor, flexible shifts may be implemented to accommodate the demands of the department, to enhance the efficiency of a department, or to maximize the delivery of services to the public.

## **Article II**

### **Salaries and Wages**

#### **Section 1. Salaries and Wages**

Each employee covered by this Agreement shall be paid the salary or wage designated for his/her position in accordance with the City's pay plan in the salary or wage range applicable to each position. The City's pay grades referenced below are incorporated by reference herein and made a part hereof. The percentage increase to the pay plans shall be at the sole discretion of the Mayor, not conflicting with provision 3.16 of the City Charter.

## **Section 2. Pay Grade Schedule**

**Chief of Staff 43**

**Chief of Staff 37**

**Director of Constituent Affairs 32**

**Communications Outreach Aide 27**

**Confidential Assistant to the Mayor 27**

**Director of Personnel 39**

**Confidential Assistant to the Personnel Director 22**

**City Clerk and Clerk of Probate 40**

**Registrar 27**

**City Planning Director 43**

**Economic Development Director 39**

**Building Official 38**

**Director of Finance 50**

**City Assessor 39**

**City Treasurer 36**

**Director of Public Works 50**

**Public Buildings Superintendent 32**

**Clean City Program Coordinator 32**

**Director Parks and Recreation 39**

**Ice Rink Manager of Operations 39**

**Senior Services Director 39**

**Programs Coordinator 14**

**Community Development Director 39**

**Workforce Development Supervisor 39**

## **Article III**

### **Health and Dental Insurance**

#### **Section 1. Description of Health and Dental Coverage and Co-Payment**

The employer shall provide Blue Cross and Blue Shield Healthmate Coast to Coast and Delta Dental of Rhode Island-level I, level II (major restorative and periodontics) and level III. Under the current Affordable Care Act (ACA) full time student dependents will be covered until age twenty six (26) under Health mate. For Delta Dental; dependent children are covered under these benefits up until the end of the year that they turn nineteen (19). Dependent children who are students over age nineteen (19) are covered as long as they stay in school or up until the end of the year that they turn age twenty three (23). Employees whose base salary is above \$40,000.00 shall assume twenty five (25) percent of the cost of providing the health and dental coverage; those below shall assume twenty (20) percent of the cost of providing the health and dental coverage. Employees may also select to participate in a Health Savings Account (HSA). Such employee shall sign a written payroll deduction form authorizing the employer to deduct from his/her salary the sum sufficient to satisfy the employee's co-payment obligation hereunder.

#### **Section 2. Compensation In Lieu of Coverage**

If an employee elects not to receive the family health and dental coverage described in Section 1 of this Article; the employer may pay him/her a sum of money, in accordance with a calculation established by the Finance Director. This payment shall be made to the electing employee in two (2) 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 for the six (6) month

period completed. An employee shall make his/her election allowed under this section, addressed to the Personnel Director and deliver it to the Personnel Director's office. If an employee terminates his/her employment with the City, the City agrees to pay within forty five (45) days of termination the pro-rata share of compensation in lieu of coverage.

### **Section 3. Double Coverage**

For any employee covered by this Agreement, no health and dental benefits shall be granted to said employee when the employee's spouse is also a Cranston employee and is receiving a health benefit package paid by the City of Cranston. Further, no employee covered by the Agreement shall be entitled to compensation in lieu of coverage when said employee's spouse is also a Cranston employee and is covered by a health benefits package offered and paid by the City of Cranston.

## **Article IV**

### **Life Insurance**

#### **Section 1. Nature and Face Value of Coverage**

The Employer shall provide group term life insurance for each employee in the face amount of \$100,000.00. 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/her sole expense.

#### **Section 2. Retirement Coverage Options**

Upon retirement an employee, at his /her option, shall be entitled to maintain his/her \$100,000.00 level of insurance coverage at his/her sole expense at the City's rate. Any

increments which an employee may have purchased in excess of \$100,000.00 may also be maintained at his/her sole expense subject to the conversion policy of the life insurance company.

## **Article V**

### **Pension Plan**

#### **Section 1. Pension Plan**

In accordance with existing ordinances and other applicable municipal law, all employees covered by the Agreement shall be members of the R.I. 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 hereunder.

## **Article VI**

### **Holidays**

#### **Section 1. Holidays Observed**

The Holidays listed below shall be observed:

January 1<sup>st</sup> New Year's Day  
3<sup>rd</sup> Monday in January Martin Luther King Jr. Birthday  
3<sup>rd</sup> Monday in February President's Day  
Last Monday in May Memorial Day  
Juneteenth  
July 4<sup>th</sup> Independence Day  
2<sup>nd</sup> Monday in August Victory Day  
1<sup>st</sup> Monday in September Labor Day  
2<sup>nd</sup> Monday in October Columbus Day  
November 11 Veteran's Day  
4<sup>th</sup> Thursday in November Thanksgiving

Day after Thanksgiving  
Christmas Eve Day  
December 25 Christmas Day

When any of the above listed Holidays fall on a Saturday, it shall be observed on the preceding Friday. When any of the above Holidays fall on a Sunday, it shall be observed on the following Monday.

#### **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/her ordinary straight time rate of pay for that day and no additional compensation.

#### **Section 3. 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 week in which the Holiday occurs.

#### **Section 4. Personal Days**

Each employee covered by this Agreement shall be entitled to five (5) Personal days per calendar year. Personal days may not be discharged on hourly increments. They may be used at any time upon approval of the Department Head or the Mayor. No Personal days may be carried forward to the next year. Upon termination, resignation, or retirement there shall be no compensation of unused Personal days. Personal days are accrued on January 1<sup>st</sup>.

## **Article VII**

### **Sick Leave**

#### **Section 1. Sick Leave Definition**

Personal Sick leave shall be defined as leave with pay because of an inability to work caused by personal illness, a non-work related injury, or medical appointment.

In circumstances in which an employee's spouse, child, or parent who resides within the employee's household is ill, the employee may be granted Family Sick Leave-not to exceed three (3) days in a calendar year without permission of the Department Director or Mayor. 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 spouse's, children's, or parent's illness. Family sick leave cannot be carried over, accumulated, or entitled to payment.

#### **Section 2. Notification of Intended Absence**

Sick leave will not be allowed unless notification of illness or injury is given to the employee's immediate supervisor or designee, by the employee or family member, at least one (1) hour prior to the start of the employee's scheduled shift.

#### **Section 3. Physician's Certification; Violation of Provisions**

In the event 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/her immediate supervisor or designee, if so requested. Any employee covered by this agreement that has used Sick leave on three (3) separate occasions (regardless of the amount of time used on each occasion) in a calendar year may be required to provide a physician's certificate, if so requested, for each 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 will result in disciplinary action and/or the requirement to make restitution. If misuse is suspected a representative of the City may be sent to the employee's residence or be subject to surveillance.

**Section 4. Sick Leave Accrual, Accumulation, and Extension**

Sick leave shall accrue at the rate of one (1) day per month for a total annual accrual of twelve (12) days per year. Sick leave may be discharged in hourly increments. An employee may accumulate and carry over unused sick leave from year to year, but in no event shall accumulation exceed sixty (60) days.

**Section 5. Payment of Unused Sick Leave**

Employees shall not be entitled to payment of unused, accumulated sick leave upon termination, resignation, retirement, or death prior to retirement, unless otherwise specified.

**Article VIII  
Vacation Time**

**Section 1. Vacation Allotment**

Vacation allotment shall accrue on January 7th of each 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. In those years when an employee's anniversary date entitles him/her to additional vacation allotment, he /she may take such additional allotment at any time during that calendar year. Vacation may be discharged in one half (1/2) day increments. Vacation time will be accrued in accordance with the following chart:

<u>Years of Service</u>	<u>Number of Days</u>
Prior to 1 year	10
1 year	10
2 years	12
3-4 years	15
5-9 years	18
10 years or more	20

## **Section 2. Scheduling and Approval**

The Employer shall retain the final right to approve, deny, and schedule all vacations. An employee shall submit to his/her immediate supervisor, in writing/email, the vacation dates the employee is requesting. The immediate supervisor or designee will approve or deny such requests.

## **Section 3. Accumulation and Carry Over**

An employee may accumulate a maximum of seventy (70) days and may not carry over unused vacation time in excess of seventy (70) days from one calendar year to the next. Any vacation days above the maximum accumulation limit at the end of the calendar year will be lost. An employee will be paid his accumulated vacation allotment up to a maximum of seventy (70) days, at the time of termination, resignation, retirement, or death prior to retirement, unless otherwise specified.

## **Section 4. Rate of Pay**

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

## **Section 5. Conflicts in Vacation Selection**

In the event of a conflict as to employee's selections of vacation periods, the Mayor or designee, shall have sole discretion as to the selection and approval of vacation time.

## **Article IX**

### **Bereavement Leave**

#### **Section 1. Nature of Leave; Limitations**

In the case of the death of a father, mother, husband, wife, son, daughter, mother in law, father in law, brother, sister, or step-son, daughter, mother, father, brother, or sister of an employee, such employee shall be entitled to a leave of absence with pay from the time of 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 case of employees of the Jewish faith said leave shall be for the actual period of mourning observed but not exceed seven (7) days from the day of burial.

In the 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, 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 a death of a niece, nephew, 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.

Notifications of an employee's intent to exercise his/her right to bereavement leave as set forth above shall be made to an employee's immediate supervisor or Personnel Director, as soon as practical.

## **Article X**

### **Family and Parental Medical leave Act**

#### **Section 1. Compliance with Federal and R.I. State Law**

To the extent it may be applicable; the Employer agrees to comply with governing Federal and R.I. State legislation under the Family Medical Leave Act of 1993 and the R.I. Parental and Family Medical Leave Act. See the Personnel Director for details and application.

#### **Section 2. Maternity Leave Policy**

Upon written request to the Employer, an employee may be granted a maternity leave of absence without pay not to exceed six (6) months.

No leave renewal without pay shall be granted except upon written/email request of the employee. Employees will be notified in writing/email within thirty (30) days from receipt of the request of the Employer's action on the request for maternity leave.

At the expiration of the maternity leave, the employee shall be returned to the same position from which she is on leave at the same pay of the then current pay rate of her classification. If her position 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, however, will not be diminished as a result of the new assignment.

Refer to the R.I. Parental and Family Medical Leave Act for details.

## **Article XI**

### **Military Leave**

#### **Section 1. Compliance with Federal Law**

The Employer will comply with the provisions of the Veterans Re-Employment Rights Act 38 USC Sections 2021-2026, as amended and remodified. An employee who is unable to report for regularly scheduled work because the employee is required to report for active duty with the U.S. National Guard or Reserve Unit of the U.S. Military shall, for each day of the first fourteen (14) work days lost because of sick duty, be compensated in an amount equal to the difference between eight (8) hours pay at his/her 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.

## **Article X11**

### **Jury Duty Leave**

#### **Section 1. Leave for Jury Duty 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 a 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. Any compensation the employee receives from the court will be turned into the City. An employee who reports for such service and is excused there from shall immediately contact his/her direct supervisor and report for work, if requested. In order to be paid by the employer, the employee must submit to the Personnel Director written proof, executed by the administrator of the court of having served, the duration of such service, and the amount of compensation received for such service.

## **Article XIII**

### **Schooling and Seminars**

#### **Section 1. Approval; Reimbursement Limitations**

The City agrees to reimburse employees for schooling that is job related provided that prior approval is obtained from the department head. In order to be reimbursed, the employee must successfully complete the course. The maximum allowance for such schooling shall be \$850.00 per fiscal year.

## **Article XIV**

### **Compensatory Time-Longevity Benefits**

#### **Section 1. Compensatory Time**

It is hereby acknowledged and agreed that the Mayor or designee will be charged with approving compensatory time of employees covered by this agreement. The request for compensatory time shall be made, in writing/email, to his/her immediate supervisor. The Supervisor shall then forward said request to the Director of Administration for approval. An employee may accrue up to two hundred and forty (240) hours of compensatory time in a calendar year and it can be used at any time with notification as long as it does not "unduly disrupt" City operations. Each department head will be required to maintain compensatory reports.

#### **Section 2. Rate of Pay**

No payment for Compensatory time will be made. Compensatory time shall accrue at the rate of time and one half for each hour worked and will be discharged as such.

### **Section 3. Longevity**

No employee covered by this agreement will be entitled to accrue longevity. Longevity shall not be calculated as part of said employee's salary or as part of a severance payment calculation.

## **Article XV**

### **Legal Assistance and Indemnification**

#### **Section 1. City's Obligation; Limitations to Assist or Indemnify**

In the event that 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/her duties as an employee of the City of Cranston, 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 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/her employment; or engaged in intentionally willful, malicious, tortuous, or criminal conduct.

## **Article XVI**

### **Termination, Resignation, Retirement**

#### **Section 1. Entitled Benefits upon Leave of Employment**

For each employee covered by this Agreement, upon termination, resignation, retirement, or death shall be entitled to receive a severance pay of any unused accrued vacation time not to exceed seventy (70) days. Each employee covered under this agreement shall not be entitled to any compensation for any unused accrued sick leave.

## **Article XVII**

### **R.I. Disaster Service Volunteer Leave**

In accordance with the R.I. Disaster Volunteer Act, any regular full time employee who is a certified disaster volunteer of the American Red Cross may be granted leave from work with pay for not more than the (10) working days each calendar year to participate in specialized disaster relief service for the A.R.C., upon the request of the A.R.C. through R.I.E.M.A.

Leave under this policy shall be granted only for service to a disaster in R.I. "Disaster" shall be defined as a fire, flood, hurricane, blizzard, tornado, or other such occurrence where the victims cannot recover without assistance. Applicable disasters would be those designated at level II and above in the A.R.C. regulations and procedures. Leave under this policy shall not be granted for any type of training purposes.

Requests for volunteer leave must be submitted from the A.R.C. to the Personnel Director and the employee must provide evidence that he/she is a "certified" A.R.C. disaster volunteer. Paid leave under this section will be at the employee's current earnings and all participating benefits will continue to accrue.

Any employee deemed to be on leave under this section shall not be deemed to be an employee of the City of Cranston for purposes of workers compensation.



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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 Sec. 3.04.152 of the Cranston City Code. Detailed fiscal note attached.

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

Sponsored by Mayor Hopkins

Referred to Finance Committee November 1, 2021

COLLECTIVE BARGAINING  
AGREEMENT

BY AND BETWEEN  
THE

***CITY OF CRANSTON***

AND

TEAMSTERS  
LOCAL UNION NO. 251  
Affiliated with the International  
Brotherhood of Teamsters  
Municipal Employees

FOR THE TERM

JULY 1, 2021 – JUNE 30, 2024

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**WORKFORCE SOLUTIONS ORDINANCE AND ADDENDUM 2017**

## **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. Those positions included in the bargaining unit are: Assistant City Clerk, All Senior Clerks, Principal Clerks, and Clerks, Administrative Court Assistant, Canvassing Aide, Data Entry and Maintenance Specialist, Bilingual Elections Specialist, Economic Development Aide, Permit Technician, Chief Finance Clerk, Payroll/Benefits Clerk, Payables/Pension Clerk, Purchasing Clerk, Senior Cashier, All Cashiers, Data Entry Transcriptionist, Internal Auditor\*, City Controller\*, Traffic Engineer, Assessment Aide Technician, Network Server Technician, Network Manager, GIS Program Manager, Communications Technician, Programmer, Senior Tax Revenue Agent, Principal Planner, Senior Planner, Alternate Building Official, Field Inspector/Plan Reviewer, Mechanical/Plumbing Inspector, Electrical Inspector, Plan Review/Zoning Inspector, Minimum Housing Inspector, Building Inspector, Civilian Records Chief, Chief Engineer, Chief Surveyor, Senior Engineering Technician, Social Worker, Adult Day Care CNA, Caseworker/Manager, Assistant Dispatcher/Coordinator/ Driver, Chef, Assistant Chef, Cook, Claims Examiner, Environmental Scientist/Engineer, Deputy Tax Assessor, Purchasing Agent, Animal Control Officer, AC Supervisor, Kennel Custodian/Shelter Operator, Data Entry Clerk, Bookkeeper, CDBG Program Assistant, CDBG Resource Specialist, Fleet Manager, Asst. Director Senior Service, Social Services Director, RSVP Director, Assistant Radio Officer, Dispatcher, Rodent Control Coordinator, Recreation Program Aide, Senior Programs Coordinator, Finance and Compliance Officer, Environmental Program Manager, Highway Superintendent, Highway and Recreation Foremen, General Foremen, Adult Day Care Director, Food Service Manager, Career Employment Counselor. 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.

\*Internal Auditor and Controller-These two (2) positions become NON-UNION once vacated by present employees per agreement January 18, 2006.

## **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 or by email (which shall be copied to the Department Steward and the Union Business Agent), that the Union is their exclusive bargaining unit representative and the City shall include a mutually acceptable notice that, in accordance with the CBA, the Union will be meeting with the new employee for new bargaining unit orientation.

The Employer agrees to notify the Union, in writing or by email (which shall be copied to the Department Steward and the Union Business Agent), 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.

The Union Business agent (or his/her designee) shall be permitted up to one half (1/2) hour to meet with each newly hired employee on paid time for the purpose of conducting new bargaining unit orientation. The new bargaining unit member orientation shall be held within the first twenty-one (21) days following an employee's date of hire.

### **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 and service charges 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 remittance to employees. The Employer shall immediately notify the Union in the event that any employee attempts to revoke his/her checkoff authorization.

### **SECTION 3. DUES DEDUCTION AUTHORIZATION FORM.**

**This section was removed 7/1/18.**

### **SECTION 4. SERVICE CHARGE.**

**This section was removed 7/1/18.**

## **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 Section 2 of this Article, including without limitation all costs and reasonable counsel fees.

## **SECTION 6. D.R.I.V.E.**

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 payroll remittance on a bi-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:

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. After giving the Employer advance notice, any official of the International or Local Union shall be permitted reasonable access to the Employer's premises for the purpose of discussing D.R.I.V.E. participation on the premises during non-work time, provided such access shall not interfere with the conduct of the Employer's business.

## **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:

- 1<sup>st</sup> shift 7:45 a.m. to 3:45 p.m.
- 2<sup>n</sup> shift 3:45 p.m. to 11:45 p.m.
- 3<sup>rd</sup> 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, Sockanosett Building employees, 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. 35 hour work week.

(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; 37.5 hour work week.

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. 35 hour work week.

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. 35 hour work week.

(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. 37.5 hour work week.

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. 35 hour work week.

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 (½) 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. 37.5 hour work week.

#### (G) Workforce Development

The regular work week for all Workforce Development employees consists of five (5) consecutive days within a calendar week, beginning Monday and ending on Friday. Each shift consists of seven (7) paid hours of work and an unpaid meal break of thirty (30) minutes. They will receive one (1) fifteen (15) minute break during the first half shift and one (1) fifteen (15) minute break during the second half of the shift. The timing of lunch and breaks shall be determined by the department head or his/her designee. Shifts shall be from 8:00 am to 3:30 pm year round. Summer hours consist of five (5) consecutive days within the calendar week Monday through Friday from 8:00 am to 3:00 pm with a paid thirty (30) minute lunch break.

**The City Ordinance pertaining to wage rates for Workforce Solution Employees is included as part of an Addendum to this agreement.**

## **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 ten (10) 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 super seniority for layoff and recall 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 ten (10) 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 in the Highway Division and Foremen and General Foremen in Parks and Recreation, shall, at management's discretion, 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. Note: If a highway General Foremen is filled it is a Teamster bargaining unit position.

The City's January 19, 2018 Inclement and Adverse Weather Policy shall be part of this agreement as "Exhibit A". Employees required to work during a statewide emergency declared by the Governor or City of Cranston emergency declared by the Mayor shall be paid one and one half times their regular hourly wage for all hours worked during said statewide or City emergency or any greater amount that is provided for in this Agreement.

## **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. For those employees who are working snow removal operations; they will continue to receive time and one half (1.5) after working a minimum of eight (8) hours prior to their regular shift. 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 equal to one hundred and fifty percent (150%) of the hour(s) worked in lieu of receiving overtime pay (1 and 1/2 times the employees regular wage rate). 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.

(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 four (4) hours' compensation at the overtime rate of pay set forth in Section 1.

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 fill the vacancy through the Detail system. 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.
  
- C. In situations where a dispatcher vacancy cannot be filled, the most junior

dispatcher from the previous shift will be held over to fill the vacancy unless that same dispatcher was held over the previous day. If so, the next most junior dispatcher on that shift will be held over to work the additional shift. Note: Any dispatch vacancies resulting from permanent full-time dispatchers not signing up for the specific day and shift will be filled through the Detail system and forced overtime/holdovers will only occur if the vacancy cannot be filled voluntarily or time does not allow for use of the Detail system.

- D. In the interests of health and safety for all concerned, Police Dispatchers will be limited to working sixteen (16) consecutive hours within any twenty-four (24) hour period.
- E. On all Cranston Police Holidays, according to the current collective bargaining agreement, Police Dispatchers will be allowed to go one below the scheduled dispatchers on all three shifts.

#### **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, 2021 to June 30, 2024, 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, 2021 – December 31, 2021– 2%

January 1, 2022 – June 30, 2022– 1%

July 1, 2022 – June 30, 2023 – 3%

July 1, 2023 - June 30, 2024 - 3%

(b) Dispatchers shall receive pay differential of \$0.30 per hour for second shift and \$0.60 per hour for third shift. For those Teamsters with a Pesticide license they will receive an additional \$0.50 per hour.

(c) Employees whose job duties require a Class B Commercial Driver's License (CDL) shall receive One Dollar (\$1.00) per hour differential for maintaining said license. Employees whose job duties require a Class A Commercial Driver's License shall receive a One Dollar and Forty cents (\$1.40) per hour differential for maintaining said license. Employees whose job duties require a Hoisting License shall receive a \$0.40 per hour differential for maintaining said license (this \$0.40 per hour differential is in addition to the CDL differentials included in this section). 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 Chief of Staff 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.

(e) All members of the bargaining unit who attain their 15<sup>th</sup> anniversary with the City will receive a retention incentive of an additional five hundred dollars \$500.00 dollars as of July 1, 2021 for a total of one thousand dollars (\$1,000) built into their 15 year final step. This stipend will be incorporated into the hourly rate of the employee's salary.

## **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 2021, 2022, and 2023 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/\$40 co-pay (\$7 for generic, \$15 for preferred brand names, and \$40 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 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 \$2,500 effective January 1, 2022. 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) Any employee of the bargaining unit who retires after July 1, 2021 and until the end of this agreement and is eligible to collect their pension; shall have the option to receive health and dental benefits according to the same terms and conditions as set forth in Article 9 of the Collective Bargaining Agreement for up to one (1) year after retirement. The failure of the employee to pay 20% of the health and dental costs shall result in the health and dental coverage being terminated.

## **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 \$100,000 as soon as practicable after ratification. Subject to sufficient participation, as determined by the life insurance company, an employee may 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 City shall contribute up to 4% in year 2 and up to 5% in year 3 of the contract if the employee chooses to contribute the higher amount. The employee may contribute additional funds to their account as allowed by the Internal Revenue Code.

## **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:

Effective July 1, 2021	\$2.00
Effective July 1, 2022	\$2.16
Effective July 1, 2023	\$2.33

## **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  
Juneteenth  
Independence Day  
Victory Day  
Labor Day  
Columbus Day  
Veterans Day  
Thanksgiving Day  
Day after Thanksgiving Day  
Christmas Eve Day, December 24<sup>th</sup>  
Christmas Day, December 25

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 24<sup>th</sup> falls on a Saturday or Sunday, each employee covered by this agreement shall be granted another day off, as established by the Mayor. Police dispatchers' holiday pay will be calculated at one and one half (1.5x) 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. On a non-discriminatory basis, the Employer may pay in excess of the established wage rates when an employee is performing out of classification work, provided that written notice is given to the department Steward and Business Agent (which may include notice by email).

## **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. The six (6) days limitation may be exceeded with discretionary approval by the administration.

### **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, at least two (2) hours prior to the beginning of the employee's shift if reasonably possible. 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 to an investigation and potential discipline up to and including termination as stated in Article 20 Employee Discipline.

#### **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 eighty days (180). Sick time shall be granted on January 1<sup>st</sup> 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-offs, 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 may be submitted to his/her supervisor upon their request prior to the appointment and upon returning to work.

## **SECTION 7. LIGHT DUTY**

In the event an employee under this Agreement is injured or becomes ill (whether or not job related) and cannot, for an extended period, perform their regular duties without restriction or able to return to full duty; the Department Director may request a Light Duty Assessment performed by the employee's physician. The results of the assessment shall be in writing on the physician's letterhead and must state whether the employee is medically certified and capable of performing light duty work. The physician's documentation must describe any restrictions or limitations and be agreed upon by both the employee and the Department Director. Light Duty is defined as duties of a less physical or onerous nature that the employee is able to perform according to and determined by the employee's physician that are typically related to or supportive of the work performed by the bargaining unit. Light Duty work will occur during the employee's normal working hours/shift, however, the available Light Duty work hours shall be at the discretion of the Department Director or designee. The Light Duty employee shall be paid for all hours worked at his/her contractual wage rate and receive all of the benefits of the Collective Bargaining Agreement except as otherwise provided herein. The Light Duty employee may not be assigned to another department to fill in for employee vacancies and is not eligible for overtime. The Employer agrees that Light Duty work shall encompass meaningful work within the Light Duty employee's job description.

## **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. In those years when an employee's anniversary date entitles them to additional vacation allotment, they may take such allotment at any time during that calendar year.

Years of Continuous Service Completed as of Jan. 1 <sup>st</sup>	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, any vacation request, exceeding one (1) day, one (1) week in advance. Vacation requests may be made in hourly increments, and such requests of four (4) hours or more shall be made 48 hours in advance, to the extent practicable. In exigent circumstances, the Director/Supervisor may agree to a shorter time frame.

## **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 will be lost and an employee shall not receive pay in lieu of vacation. An employee will be paid his accumulated vacation allotment, up seventy (70) 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. For those employees that are out of work on long term Workers Compensation and have exceeded the maximum of seventy (70) vacation days; the excess will be cashed out at the end of the calendar year.

## **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 one (1) day 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. This chapter defines paid leave. Nothing shall hinder an employee from taking additional personal leave using their accrued time to mourn.

## **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. For those applying for FMLA, they must complete the City's supplemental application with the medical documentation that is required by the federal law.

## **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.

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 five (5) 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. The time for filing a grievance over such discipline shall begin to run upon the Union's receipt of such written notice. The Employer agrees that a Union representative must be present during any disciplinary meeting, hearing, or interview, and in the event that any employee requests to meet without Union representation in such a meeting, hearing, or interview, the employee shall be required to sign a waiver form provided to the City by the Union, and a copy of the signed waiver form will be provided to the Union.

### **SECTION 3. EXPUNGEMENT.**

If a disciplined employee has not been further disciplined for any reason, then he may have such discipline expunged from his employment records after the expiration of the time period indicated below:

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.

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. These have been updated in this agreement.

### **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 thirty (30) 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 thirty (30) 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 31<sup>st</sup> 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 31<sup>st</sup>. On the following January 1<sup>st</sup> 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 1<sup>st</sup> 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 Union Business Agent and 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. Any permanent vacancy shall be filled as soon as reasonably possible and any permanent vacancy within the clerical pool shall be filled within thirty (30) days of that position becoming vacant. Any temporary vacancy shall, whenever reasonably possible, be filled by a member of this bargaining unit.

### **SECTION 3 RIGHT OF RETURN**

A classified employee promoted to another position after taking a promotional 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 and Chief of Staff. 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, General Foremen, all Highway Teamsters, the Rodent Control Officer, and Fleet Manager with a uniform allowance of \$550.00 annually in the 1<sup>st</sup> pay period of December.

C. The City shall furnish Inspectors and Code Compliance Officers in the Department of Building Inspections with one set of Rain Gear (Coat, Pants, and Boots).

## **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) violates 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 1<sup>st</sup> 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 permitted 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, 2021 – June 30, 2024.

**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

11/23/21  
Date

12/1/21  
Date

[Signature]  
Mayor

[Signature]  
Business Agent

[Signature]  
Finance Director

[Signature]  
Secretary-Treasurer

[Signature]  
City Solicitor

[Signature]  
Witness

[Signature]  
Witness

ALLAN W. FUNG  
MAYOR



DANIEL PARRILLO  
PERSONNEL DIRECTOR

DEPARTMENT OF PERSONNEL  
CRANSTON CITY HALL, ROOM 107  
869 PARK AVENUE  
CRANSTON, RHODE ISLAND 02910

March 21, 2018

## Inclement and Adverse Weather Policy

It is the policy of the City of Cranston to remain open during most periods of inclement/adverse weather. However, when extraordinary severe weather events warrant in which the Governor of the State of R.I. declares a State of Emergency; the City of Cranston reserves the right to close City Hall and its outlying City of Cranston offices and facilities. Should this scenario occur, employees are encouraged to listen to the radio broadcast on 630 WPRO AM and/or your local television news stations to find out if the City of Cranston is open or closed. The City will also post the closure on the City's website and on its Facebook and Twitter page.

If City Hall and its outlying facilities are **Closed**, all Non-classified and Classified employees, with the exception of Public Safety Personnel, Department of Public Works, and Recreation Department employees, will receive their regular salary for the day of closure and will not need to discharge any Personal, Vacation, or Compensatory Time.

If City Hall and its outlying facilities remain **Open** on an inclement/adverse weather day, Non-classified and Classified employees will have the choice of utilizing either Personal time, Vacation time, Compensatory time, or sick time in lieu of reporting for work. Those Non-classified and Classified employees who do report for work will receive their regular salary for hours worked. If the employees do leave work prior to the end of their normally scheduled shift, they will need to utilize Personal, Vacation, or Compensatory Time.

In the rare occasion a non-probationary employee makes a personal choice not to come to work when the City is open and has no accrued time on the books, that employee will be allowed to take the day off with the agreement that they will owe the City a Personal day or Vacation day upon accrual in January of the following year. If the employee leaves his/her position with the City prior to the January accrual, the time will be deducted from their final retirement package.

TEL (401) 780-3131

FAX (401) 780-3362

Regardless of whether City Hall and its outlying offices and facilities remain open or closed, it is each employee's personal decision to determine if they can safely arrive at work. If an employee elects not to work on that given day, the City of Cranston requires a courtesy call to their supervisor or Director advising him/her of their status for the day, prior to the beginning of the day/shift.

Exception: For those seven (7) employees at Workforce Development in Providence all of the same rules will be in effect unless the City of Providence makes the decision not to open the building due to adverse weather conditions. If that does occur, those employees will not have to report to work nor will they have to discharge any accrued time. They will be compensated by the City of Cranston at their regular salary rate.

Any questions regarding this policy should be addressed to the Personnel Director.

## EXHIBIT B

## CLASSIFIED – CLERICAL

City Clerk 1105

Assistant Clerk/Clerk Comm. Grade 25

Senior Clerk I/II Grade 14

Senior Clerk Grade 13

Senior Clerk Grade 14

Senior Clerk Grade 13

Municipal Court 1107

Administrative Court Assistant Grade 21

Clerk Grade 10

Canvassing 1108

Canvassing Aide Grade 21 (Unclassified per Charter)

Data Entry &amp; Maintenance Grade 20 (Unclassified per Charter)

Bilingual Elections Specialist Grade 17 (Unclassified per Charter)

Economic Development 1110

Economic Development Aide Grade 22

Building Inspections 1111

Senior Clerk Grade 14

Permit Technician Grade 19

Finance 1112Chief Finance Clerk Grade 25Controller/Auditor 1113

Payroll/Benefits Clerk Grade 22

Payables/Pension Clerk Grade 17

Senior Clerk Grade 13

Tax Assessor 1114

Principal Clerk Grade 17

Senior Clerk Grade 13

Principal Clerk Grade 17

Purchasing 1115

Purchasing Clerk Grade 15

Treasurer 1117

Senior Cashier Grade 20

Cashier Grade 17

Cashier Grade 17

Cashier Grade 17

Cashier Grade 17

Police Department 1202

Principal Clerk Grade 17

Senior Clerk Grade 13

Senior Clerk Grade 13

Senior Clerk Grade 13

Senior Clerk Grade 13

Clerk Grade 10

Data Entry Transcriptionist Grade 16

Data Entry Transcriptionist Grade 16

Principal Clerk Grade 17

Principal Clerk Grade 17

Senior Clerk Grade 13

Senior Clerk Grade 13

Public Works 1300Senior Clerk Grade 14Highway 1302

Principal Clerk Grade 17

Building Maintenance 1304

Data Entry Clerk Grade 14

Fleet Maintenance 1304

Senior Clerk Grade 13

Parks & Recreation 1400

Principal Clerk Grade 17

Senior Services 1600

Clerk Grade 10

Principal Clerk Grade 17

Bookkeeper Grade 17

Community Development 7000

CDBG Program Assistant Grade 22

Resource Specialist Grade 22

## EXHIBIT B

## CLASSIFIED – TECHNICAL

Controller/ Auditor 1113

City Controller Grade 43 (Subject to CBA decisions)

City Internal Auditor Grade 38 (Subject to CBA decisions)

Tax Assessor 1114

Assessment Aide Technician Grade 26

IT 1116

Network Server Technician Grade 30

Programmer Grade 26

GIS Program Manager Grade 33

Communications Tech Grade 17

Treasurers' Office 1117

Senior Tax Revenue Agent Grade 34

Planning 1109

Principal Planner Grade 32

Senior Planner Grade 29

Planning Technician Grade 19

Building Inspections 1111

Alternate Building Official Grade 30

Field Inspector/ Residential Plan Reviewer Grade 26

Mechanical/ Plumbing Inspector Grade 28

Electrical Inspector Grade 26

Plan Review/Zoning Inspector Grade 26

Inspector of Minimum Housing Grade 21

Inspector of Minimum Housing Grade 21

Building Inspector Grade 26

Minimum Housing Inspector Grade 21

Police Department 1202

Civilian Records Chief Clerk Grade 31

Assistant Radio Officer Grade 28

Radio Dispatcher Grade 19

Public Work 1300

Coordinator for Rodent Control Grade 26

Engineering 1303

Chief Engineer Grade 38

City Surveyor Grade 31

Senior Engineering Technician Grade 26

Senior Services 1602

Social Worker Grade 16

Adult Day Care CNA Grade 10

Adult Day Care CNA Grade 10

Senior Services 1603

Caseworker/Manager Grade 19

Senior Services 1604

Assistant Dispatcher/Coordinator/Driver Grade 5

Bus Driver Grade 3

Bus Driver Grade 3

Bus Driver Grade 3

Bus Driver Grade 3

Senior Services 1605

Chef Grade 5

Assistant Chef Grade 2

Cook Grade 1

Assistant Chef Grade 2

Sewer 8000

Environmental Scientist Grade 32

## EXHIBIT B

## CLASSIFIED – OPERATIONAL

Tax Assessor 1114

Deputy Tax Assessor Grade 30

Purchasing 1115

Purchasing Agent Grade 36

Police Department 1202

Dog Office/ Shelter Operator Grade 22

Dog Office Grade 20

Dog Office Grade 20

Kennel Custodian Grade 18

Highway 1302

Highway Superintendent Grade 32

Foreman Grade 9

Foreman Grade 9

Foreman Grade 9

Foreman Grade 9

Fleet Management 1307

Fleet Manager Grade 32

Parks & Recreation 1400

Recreation Program Assistant Grade 25

General Foreman Grade 28

Foreman Grade 9

Senior Services 1600

Assistant Director Grade 25

Senior Services 1601

Programs Coordinator Grade 20

Senior Services 1602

Adult Day Care Director Grade 30

Senior Services 1603

Social Service Director Grade 25

Senior Services 1604

Dispatcher/Coordinator Grade 22

Assistant Dispatcher/Coordinator/Driver Grade 5

Bus Driver Grade 3

Bus Driver Grade 3

Bus Driver Grade 3

Bus Driver Grade 3

Senior Services 1605

Food Service Manager Grade 25

Senior Services 1606

RSVP Director Grade 23

Community Development 7000

Finance and Compliance Officer Grade 32

Network RI 7010

Career Employment Counselor Grade 25

Career Employment Counselor Grade 25

Sewer 8000

Environmental Program Manager Grade 34

CITY OF CRANSTON

ORDINANCE OF THE CITY COUNCIL

RATIFYING THE ATTACHED MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF CRANSTON AND THE TEAMSTERS LOCAL UNION 251 ( MEMORANDUM OF AGREEMENT -FY July 1, 2015 - June 30, 2018 )

No. 2017-23

Passed: June 26, 2017

Michael J Farina, Council President

Approved: June 30, 2017

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 Local Union 251 which is the certified bargaining representative of Local 251 as set forth in the contract; and Local 251 and the City of Cranston have reached a Memorandum of Agreement of the current contract for the FY July 1, 2015 - June 30, 2018 relating to Workforce Solutions of Providence/Cranston employees, said MOA was an addendum to the previous contract.

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 Local Union 251.

Section 4. This Ordinance shall take effect upon its final adoption.

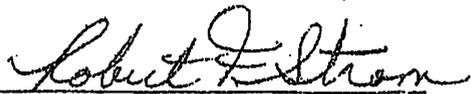
Positive Endorsement Negative Endorsement (attach reasons)

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

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**Fiscal Note**

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

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

Sponsored by Allan W. Fung, Mayor

Referred to Finance Committee June 5, 2017

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into as of this 5<sup>th</sup> day of May, 2017, by and between the City of Cranston ("City"), and Teamsters Local Union No. 251 ("Union"). This Memorandum of Agreement shall not be construed or interpreted as overriding the existing Collective Bargaining Agreement between the City and the Union, but is rather a supplemental agreement to the Collective Bargaining Agreement. All rights, benefits, privileges, duties, and obligations existing under the Collective Bargaining Agreement between the parties remain in effect.

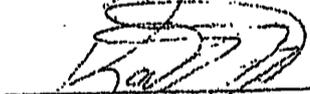
Specifically, the following provisions are hereby explicitly agreed to by the aforementioned parties:

- The employees of the City who are members of the Union bargaining unit and are employed at Workforce Solutions of Providence / Cranston shall be paid the same wage rates that their Providence equivalents are paid.
- The above referenced bargaining unit members shall receive wage increases on the same effective date that the equivalent Providence employees receive their wage increase.

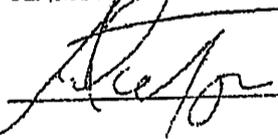
This Memorandum of Agreement is effective for the term of the Collective Bargaining Agreement between the City and the Union; July 1, 2015 through June 30, 2018.

The parties acknowledge and agree that the enforceability of this Memorandum of Agreement is subject to its ratification by the Cranston City Council and that the failure of the City Council to ratify this Memorandum of Agreement shall make this entire agreement null and void.

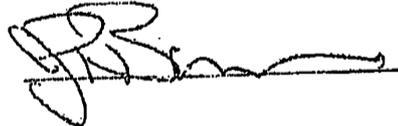
CITY OF CRANSTON

  
Robert J. Coupa, Director of Administration

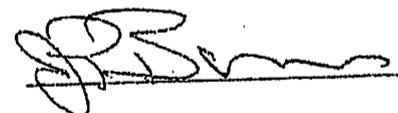
TEAMSTERS LOCAL 251



WITNESS



WITNESS



10-21-05

THE CITY OF CRANSTON

ORDINANCE OF THE CITY COUNCIL

IN AMENDMENT OF TITLE 3.04 OF THE CODE OF THE CITY OF CRANSTON, 2005, ENTITLED "REVENUE AND FINANCE - FISCAL PROVISIONS"

No. 2021-40

\*As Amended in Committee 11/1/2021

Passed: November 22, 2021

Signature of Christopher G. Paplauskas, Council President

Approved: November 30, 2021

Signature of Kenneth J. Hopkins, Mayor

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

Section 1: Chapter 3.04 is hereby amended by adding the following:

3.04.065 American Rescue Plan Act ("ARPA") - Use, Receipt and Expenditure of Funds.

(A) ARPA funds may only be used in strict compliance with the intended purpose of ARPA and in accord with U.S. Treasury Department guidance concerning the expenditure of the same as follows. to:

- (1) Support public health expenditures, by, for example, funding COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff.
(2) Address negative economic impacts caused by the public health emergency, including economic harm to workers, households, small businesses, impacted industries, and the public sector.
(3) Replace lost public sector revenue, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic.
(4) Provide premium pay for essential workers, offering additional support to those who have and will bear the greatest health risks because of their service in critical infrastructure sectors.
(5) Invest in water, sewer, and broadband infrastructure, making necessary investments to improve access to clean drinking water, support vital wastewater and storm water infrastructure, and to expand access to broadband internet.

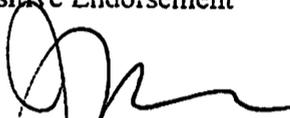
47 (B) All ARPA funds received by the City shall be held in a separate and distinct, interest bearing  
48 account and are restricted in their use in accord with this Chapter.

49  
50 (C) ARPA funds shall not be spent, appropriated or encumbered in any manner unless and until  
51 such time that the spending, appropriation or encumbrance is first approved by a vote of the  
52 Cranston City Council.

53  
54 SECTION 2. This Ordinance shall take effect upon its final adoption.

55  
56 Positive Endorsement

Negative Endorsement (attach reasons)

57  
58  11/22/2021

59  
60 City Solicitor Date

City Solicitor Date

61 /s/ John Verdecchia

62 Sponsored by Councilwoman Marino and Council Vice-President Ferri

63 Co-sponsored by Councilwomen Germain and Vargas

64 Referred to Finance Committee November 1, 2021

THE CITY OF CRANSTON

RESOLUTION OF THE CITY COUNCIL
"AMERICAN RESCUE PLAN ACT FUNDS - PRIORITIZING USE AND PUBLIC INPUT"

No. 2021-56

\*As Amended by City Council 11/22/2021

Passed:
November 22, 2021

[Signature]
Christopher G. Paplauskas, Council President

WHEREAS, not unlike our Nation, the citizens and businesses of Cranston experienced unprecedented hardships and adverse consequences resulting from the COVID-19 pandemic, including loss of income as well as limited and altered access to municipal services and spaces that support everyday life in our community; and

WHEREAS, the needs of our citizenry for its government to provide additional structure and support in the areas of health and social services, child care, mental health, senior care, as well as in the areas of education and business has intensified as a result of the pandemic; and

WHEREAS, on March 11, 2021, President Joseph R. Biden, Jr., signed the American Rescue Plan Act ("ARPA") into law - a \$1.9 Trillion-dollar appropriation aimed at accelerating the national recovery from the effects of the pandemic by

- (1) Supporting urgent COVID-19 response efforts to continue to decrease the spread of the virus and bring the pandemic under control,
(2) Replacing lost revenue for eligible state, local, territorial, and Tribal governments to strengthen support for vital public services and help retain jobs,
(3) Supporting immediate economic stabilization for households and businesses,
(4) Addressing systemic public health and economic challenges that have contributed to the unequal impact of the pandemic; and

WHEREAS, \$350 Billion-dollars of ARPA funds are allocated to "Coronavirus State and Local Fiscal Recovery Funds", of which Cranston will receive \$42.6 million dollars to

- (1) Support public health expenditures, by, for example, funding COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff.

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- (2) Address negative economic impacts caused by the public health emergency, including economic harm to workers, households, small businesses, impacted industries, and the public sector.
- (3) Replace lost public sector revenue, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic.
- (4) Provide premium pay for essential workers, offering additional support to those who have and will bear the greatest health risks because of their service in critical infrastructure sectors.
- (5) Invest in water, sewer, and broadband infrastructure, making necessary investments to improve access to clean drinking water, support vital wastewater and storm water infrastructure, and to expand access to broadband internet; and

**WHEREAS**, the City Council is desirous of meaningful input from its citizens, business leaders, and governmental stakeholders as to highest and best use of its ARPA allocation; and

**NOW, THEREFORE, BE IT RESOLVED THAT**, the Honorable Cranston City Council:

- 1. Shall invite its citizens, business leaders and governmental stakeholders to special meeting workshops of the City Council **\*and to participate in a City survey** to engage in meaningful dialogue framed by the authorized uses of Cranston’s ARPA allocations and for the purpose of soliciting their input on suggested uses of the ARPA funds; and
- 2. At the conclusion of the workshops, the City Council shall compose a report of its findings in order to inform the Council as it approves the prioritization of the highest and best use of Cranston’s ARPA allocation.

Sponsored by Council Vice-President Ferri, Councilman Donegan and Councilwoman Marino  
Co-sponsored by Councilwomen Renzulli, Germain, Vargas, Councilmen Reilly, Campopiano and Council President Paplauskas

Referred to Finance Committee 11/1/2021.

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

No. 2021-57

**Passed:**  
November 22, 2021

  
\_\_\_\_\_  
**Christopher G. Paplauskas, 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)

KENNETH J. HOPKINS  
MAYOR



MARK D. CAPUANO  
CITY ASSESSOR

DAVID COLE  
DEPUTY ASSESSOR

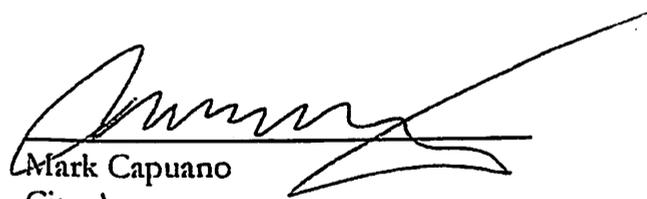
DIVISION OF ASSESSMENT  
869 PARK AVE  
CRANSTON, RI 02910

MEMO

DATE: October 27, 2021  
TO: His Honor the Mayor and the Honorable City Council  
FROM: City Assessor  
RE: Real Estate 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, 2020	383,030	8,886.51

  
Mark Capuano  
City Assessor

2021 Abatement List

1 0418603661 029-0048-000  
 Location 170 BIRCHWOOD DRIVE  
 DEANER HANS A  
 170 BIRCHWOOD DRIVE  
 CRANSTON RI 02921-3308

	Value	Tax
Original	: 758100	13097.30
ASSESSORS APPE	: 123100	2215.80
Adjusted	: 635000	10881.50

2 0420932401 007-0344-000  
 Location 400 FARMINGTON AVENUE  
 DONE ROSANGELLYS MONTERO  
 DONE SOLANGIE MONTERO JT  
 480 FARMINGTON AVE  
 CRANSTON RI 02920-7708

	Value	Tax
Original	: 298800	5373.00
ASSESSORS APPE	: 38600	694.80
Adjusted	: 259900	4678.20

3 1313788003 002-1434-000  
 Location 14 BARTLETT AVENUE  
 LOMBARDI ANDREW J SR  
 232 NORWOOD AVE  
 CRANSTON RI 02905-0000

	Value	Tax
Original	: 382400	10324.80
ASSESSORS APPE	: 172730	4663.71
Adjusted	: 209670	5661.09

4 1916803501 010-1501-001  
 Location 35 SOCKANOSSET CROSS RO  
 RENAISSANCE DEVELOPMENT CORP  
 35 SOCKANOSSET CROSSROADS  
 CRANSTON RI 02920-0000

	Value	Tax
Original	: 251200	6782.40
ASSESSORS APPE	: 19300	413.10
Adjusted	: 235900	6369.30

5 1915200501 010-1501-004  
 Location 35 SOCKANOSSET CROSS RO  
 RENAISSANCE DEVELOPMENT CORP  
 35 SOCKANOSSET CROSSROAD  
 CRANSTON RI 02920-0000

	Value	Tax
Original	: 545500	14728.50
ASSESSORS APPE	: 33300	899.10
Adjusted	: 512200	13829.40

0000000000 000-0000-000  
 Location

	Value	Tax
Original	:	
Adjusted	:	

-----  
 Original : 2235700 50306.00  
 Abatements : 383030 8886.51 on 5 Accounts  
 Adjusted : 1852670 41419.49

**THE CITY OF CRANSTON**

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

No. 2021-58

*Passed:*  
November 22, 2021

---

*Christopher G. Paplauskas, 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)

KENNETH J HOPKINS  
MAYOR



DIVISION OF ASSESSMENT  
869 PARK AVE  
CRANSTON, RI 02910

MARK D. CAPUANO  
CITY ASSESSOR

DAVID COLE  
DEPUTY ASSESSOR

## MEMO

DATE: October 27, 2021  
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, 2020	290,158	8,704.74

  
Mark Capuano  
City Assessor

2021 Motor Vehicle

2 0100002000 0000000003 2  
Vehicle 2016 ALARMS  
ID 15FWH1KPGGFB39892  
1-800 HOMEWATCH INC  
28 VERSAILLES ST  
CRANSTON RI 02910

Value Tax  
Original : 21,393 491.79  
PRICING ERROR 329.39  
Adjusted tax: 162.40

3 3101288000 0000001783 3  
Vehicle 2016 VTKI 77514  
ID 5ZTAVRCCOG5108775  
ALBINO KERRY B  
64 BROOKSIDE DR  
CRANSTON RI 02910

Value Tax  
Original : 9265 172.47  
PRICING ERROR 77.55  
Adjusted Tax: 94.92

3 3101466000 0000002379 3  
Vehicle 2016 GRAP 85859  
ID 1C98Y1013G1418390  
ALLSTATE BEALCOATING INC  
30 STARLINE WAY UNIT D  
CRANSTON RI 029213

Value Tax  
Original : 25317 1049.88  
PRICING ERROR 609.51  
Adjusted Tax: 440.07

4 3200220000 0000008647 5  
Vehicle 2013 CANA 28223  
ID 2BKWABC16DV000611  
BAIN THRENCE L  
48 CASTLE DR  
CRANSTON RI 029204

Value Tax  
Original : 7,516 508.25  
PRICING ERROR 22.70  
Adjusted tax: 483.55

6 3201229000 0000011953 6  
Vehicle 2016 HIDE 85788  
ID 4YDT27224G7206144  
BERT FRANK B  
239 STONY ACRE DR  
CRANSTON RI 029201

Value Tax  
Original : 10789 366.99  
PRICING ERROR .07  
Adjusted Tax: 366.92

6 3201843000 0000013789 6  
Vehicle 2017 ROADC 80050  
ID 46UFU2026H1184448  
BOCK KENNETH L  
21 BRITLER LN  
CRANSTON RI 029211

Value Tax  
Original : 5079 651.78  
PRICING ERROR 3.37  
Adjusted Tax: 649.41

7 3202609000 0000016073 8  
Vehicle 2008 SFRN 23086  
ID 4YDT2502781534881  
BROWN ALAN J  
97 COLUMBUS BLVD  
CRANSTON RI 029104

Value Tax  
Original : 6,235 756.90  
PRICING ERROR 37.05  
Adjusted tax: 719.85

9 3304249000 0000031315 9  
Vehicle 2011 NCST 21  
ID 5SFB3523RH226306  
COFFY MICHAEL  
211 CARDINAL RD  
CRANSTON RI 029212

Value Tax  
Original : 10451 566.34  
PRICING ERROR 163.53  
Adjusted Tax: 402.81

9 3304686000 0000032801 9  
Vehicle 2016 CAN-A 1790  
ID 2BRREDD28GV001044  
COSTABILE ALLISON J  
94 BRESNAW DR  
CRANSTON RI 029201

Value Tax  
Original : 9619 2372.25  
PRICING ERROR 19.37  
Adjusted Tax: 2356.88

10 3401984000 0000041575 11  
Vehicle 2014 FLRG 76363  
ID 4X4FW1724HD129551  
DIBISTITO ROBERT R  
184 ELWYN ST  
CRANSTON RI 029206

Value Tax  
Original : 9,882 722.22  
PRICING ERROR 86.89  
Adjusted tax: 635.33

12 3402223000 0000042478 12  
Vehicle 2008 BAY 30  
ID 1F6NF33Y460A14482  
DINORO GEORGE N  
50 TUPALO HILL DR  
CRANSTON RI 029203

Value Tax  
Original : 16666 349.98  
PRICING ERROR 272.84  
Adjusted Tax: 77.14

12 3402357000 0000042925 12  
Vehicle 2016 HISSA 18767  
ID 1F6NF33Y460A14482  
DIBISTITO ENGINEERING ASSOCIATE  
2 STAFFORD CT  
CRANSTON RI 029204

Value Tax  
Original : 9601 2620.39  
PRICING ERROR 139.03  
Adjusted Tax: 2382.36

2021 Motor Vehicle

Line	Vehicle ID	Year	Make	Model	Value	Tax	Original	Adjusted Tax
14	3402426000 ID 6YL7K802996411914 DIACIULLO STEVEN O 9 SWIFT PEA DR CRANSTON RI 029212	2009	PASS	2009	5,025	418.77	PRICING ERROR	418.02
14	3403707000 ID 72577WMC595105743 MCKINNEY BRITAG J 165 CHANDLER AVE CRANSTON RI 029102	2015	TRK	27854	7936	88.08	PRICING ERROR	88.08
14	3500035000 ID 14V5K2220K2069665 WEST COAST WINTER TOP INC 159 FRANCES AVE CRANSTON RI 029102	2019	PIC T	99305	15768	3348.21	PRICING ERROR	323.04
							Adjusted Tax:	3025.17
16	3500040000 ID 1GDS8DC44B1188182 EAST SIDE MANAGEMENT INC 2050 PLAINFIELD PIKE CRANSTON RI 029212	2011	GMC	542	6,821	17,607.90	PRICING ERROR	5.14
							Adjusted Tax:	17,602.76
17	3500367000 ID EM9PTLS27DB618610 HECON LLC 11 AUBURN ST CRANSTON RI 029102	2013	HINO	80858	8380	1293.39	PRICING ERROR	101.40
							Adjusted Tax:	1191.99
18	3601177000 ID 1FDW77DC4HDB04349 FORD MOTOR CREDIT COMPANY LLC TAX DEPT WFO RM512ONE AMERICA DEARBORN MI 481262	2017	FORD	73863	39244	7831.08	PRICING ERROR	41.26
							Adjusted Tax:	7789.82
19	3601563000 ID 1GBDS14BK78205381 FRUITY FRANCHISE LLC 20 HILLSIDE RD CRANSTON RI 029205	2007	CHEV	48279	6,647	49.41	PRICING ERROR	49.41
20	3700589000 ID 54CA11J29P1C12330 GEBHART VINCENT G 203 CALAWAN RD CRANSTON RI 029104	2015	WINN	74596	13930	892.98	PRICING ERROR	137.56
							Adjusted Tax:	755.42
21	3701474000 ID 2DM14B1W6KB008851 GONCALVES WALLACE E 136 WEBBLER AVE FL 1 CRANSTON RI 029052	2019	DUCAF	29845	10834	304.77	STOLEN/SOLD/JUNK/TOTAL	297.96
							Adjusted Tax:	6.81
22	3702115000 ID 54DC4W1CG8803037 GSM METALS INC 40 KENNEDY DR CRANSTON RI 029204	2016	ISUZU	54869	29,773	1,041.36	PRICING ERROR	59.99
							Adjusted Tax:	981.37
23	3702130000 ID 8DCYC3HF2DX210126 GUARINO KENNETH F 44 BEDSON RD CRANSTON RI 029104	2013	MERCE	8028	54956	1498.68	PRICING ERROR	518.29
							Adjusted Tax:	980.39
24	3800444000 ID 2B88BDD23HV000269 HARRIS DAVID A 2562 CRANSTON ST CRANSTON RI 029202	2017	CAMA	94881	16706	1286.76	PRICING ERROR	99.18
							Adjusted Tax:	1187.58

2021 Motor Vehicle

75 3800788000 0000064098  
Vehicle 2008  
ID WDEPF445289371414  
HEADRSON DELIVERY SERVICE IN  
135 ELTON CIR  
CRANSTON RI 029211

Value Tax  
8,477 104.32  
PRICING ERROR 82.43  
Adjusted tax: 21.88

76 3800788000 0000069069  
Vehicle 2008  
ID WDEPF16287HAC150  
LANDSCAPE AND  
8 HOSEY DR  
CRANSTON RI 029208

Value Tax  
8775 611.25  
PRICING ERROR 113.25  
Adjusted Tax: 498.00

77 4000285000 0000074098  
Vehicle 2018  
ID WDEPF2423JE066705  
JENSEN DALE A  
210 FOPLAR DR  
CRANSTON RI 029205

Value Tax  
7245 315.78  
PRICING ERROR 67.35  
Adjusted Tax: 248.43

28 4100244000 0000077720  
Vehicle 2014  
ID 4YDF34324E1532906  
KREMAN MATTHEW G  
105 WESTFIELD DR  
CRANSTON RI 029201

Value Tax  
7,529 845.01  
PRICING ERROR 75.87  
Adjusted tax: 769.14

29 4100963000 0000079940  
Vehicle 2017  
ID 4YDF37127HF810984  
KREAK JOSEPH J  
125 FRENCHST AVE  
CRANSTON RI 029052

Value Tax  
16879 1171.32  
PRICING ERROR 91.83  
Adjusted Tax: 1079.49

30 4200301000 0000081242  
Vehicle 2019  
ID 40F8K5339J1036249  
LANGFORD BROS EXCAVATING INC  
212 HOPE RD  
CRANSTON RI 029212

Value Tax  
47076 2659.80  
PRICING ERROR 1262.28  
Adjusted Tax: 1397.52

31 4201025000 0000083669  
Vehicle 2013  
ID 1FTMY8KLEDEH400302  
LEONARD VALVE CO  
1360 BLAKOOD AVE  
CRANSTON RI 029103

Value Tax  
25,538 787.71  
PRICING ERROR 101.19  
Adjusted tax: 686.52

32 4201248000 0000084371  
Vehicle 2016  
ID 5ET2VWFC7GJ110948  
LIBERTY ELISHA R  
36 CLIFFDALE AVE  
CRANSTON RI 029052

Value Tax  
8367 408.45  
PRICING ERROR 31.01  
Adjusted Tax: 377.44

33 4201979000 0000086775  
Vehicle 2016  
ID 5ET2VWFC1G5108686  
LUCIANO MICHAEL J  
26 TURNER AVE  
CRANSTON RI 029202

Value Tax  
8726 740.28  
PRICING ERROR 41.78  
Adjusted Tax: 698.50

34 4300040000 0000087525  
Vehicle 2014  
ID 4YDT31022ED422909  
MACCARONE WILLIAM A  
43 FAIRWAY DR  
CRANSTON RI 029202

Value Tax  
12,071 959.82  
PRICING ERROR 45.58  
Adjusted tax: 913.24

35 4300154000 0000087898  
Vehicle 2014  
ID 4ZAFVLD24E1859934  
MACCOMBER JOSHUA L  
40 MALCOLM ST  
CRANSTON RI 029101

Value Tax  
24278 1965.34  
PRICING ERROR 449.75  
Adjusted Tax: 1515.49

36 4301925000 0000093705  
Vehicle 2018  
ID W810F5301JEG15810  
MCCORAGHY DAVID J  
33 QUAIL RIDGE RD  
CRANSTON RI 029212

Value Tax  
16185 1131.27  
PRICING ERROR 52.75  
Adjusted Tax: 1078.52



2021 Motor Vehicle

ID	Vehicle	Value	Tax	ID	Vehicle	Value	Tax	ID	Vehicle	Value	Tax
4903427000	Vehicle 2010 ID 1SE20GKXAF000338 SUN FARMINGTON 241 MAIN ST CRANSTON RI 02922	24745	737.54 58.52 274.96	5000459000	Vehicle 2015 ID ZAME7HTAGF1151791 TERRANOVA FRANK A 55 BELLEVUE DR CRANSTON RI 029204	24641	6001.65 563.23 5418.42	4903427000	Vehicle 2015 ID YU18928W6F1246717 FITZGERALD DISTRIBUTORS INC 833 DYER AVE CRANSTON RI 029206	35519	5957.94 454.41 5503.53
4903427000	Vehicle 2010 ID 1SE20GKXAF000338 STRONINSKY THOMAS J 105 MACKLIN ST CRANSTON RI 029206	6,497	44.91 44.91	5000459000	Vehicle 2015 ID ZAME7HTAGF1151791 TERRANOVA FRANK A 55 BELLEVUE DR CRANSTON RI 029204	37841	985.23 79.85 905.38	4903427000	Vehicle 2015 ID YU18928W6F1246717 FITZGERALD DISTRIBUTORS INC 833 DYER AVE CRANSTON RI 029206	7518	75.54 75.54
5201089000	Vehicle 2016 ID 4X4TRDF26GA258274 VIGLAWER DAVID A 119 HOPE HILL TER CRANSTON RI 029212	14,919	724.41 29.82 694.59	5300484000	Vehicle 2015 ID 4X4TRDV19F7348149 WHEATLEY JAMESON K 55 WILDFLOWER DR CRANSTON RI 029212	8554	135.33 60.42 74.91	5200838000	Vehicle 2007 ID 16WFF14227D049775 VEOLIA WATER LOGISTICS LLC 53 STATE STREET 14 FL BOSTON MA 02109320	23715	561.45 317.08 244.37

For Tax Year: 2021

	Value	Tax	
Original	864752	118888.08	
Adjusted Tax		8704.74	on 57 Accounts
		110183.34	

**THE CITY OF CRANSTON**

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

No. 2021-59

*Passed:*  
November 22, 2021



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**Christopher G. Paplauskas, 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)

KENNETH J HOPKINS  
MAYOR



MARK D. CAPUANO  
CITY ASSESSOR

DAVID COLE  
DEPUTY ASSESSOR

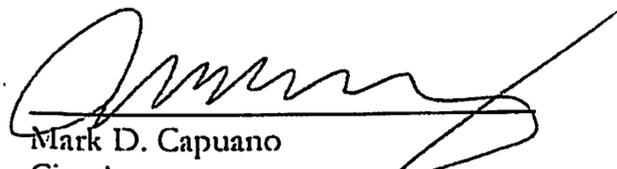
DIVISION OF ASSESSMENT  
869 PARK AVE  
CRANSTON, RI 02910

MEMO

DATE: October 27, 2021  
TO: His Honor the Mayor and the Honorable City Council  
FROM: City Assessor  
RE: 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, 2020	33,844	913.79

  
Mark D. Capuano  
City Assessor

2021 Abatement List

1 0230177501 990-2301-775  
Location 19 FIFTH AVE  
B & D SALES CORP  
STOLLER SERVICE CENTERS INC  
PO BOX 81889  
LAFAYETTE LA 70598-1889

2 1718767001 991-7187-670  
Location 160 MIDWAY RD  
PREMIUM BRANDS OPCO LLC  
PREMIUM BRANDS OPCO LLC  
PO BOX 165001  
DULUTH MN 55816-0000

0000000000 000-0000-000  
Location

Original : Value Tax  
ASR APPEAL DEC : 31522 851.09  
Adjusted : 17732 478.76

Original : Value Tax  
DUPLICATE ASSE : 20054 541.46  
Adjusted :

Original : Value Tax  
Adjusted :

-----  
Original : Value Tax  
Abatements : 81576 1392.55  
Adjusted : 17732 478.76 on 2 Accounts

## October 2021 Waiver of Interest Applications

Page 1

**Recommend To Approve:**

<u>NAME</u>	<u>ADDRESS</u>	<u>TAX AMT</u>	<u>INTEREST</u>	<u>REASON</u>
Dechristofaro, Maureen C	18 Overland Ave	\$ 916.70	\$ 35.32	Hospitalization
Muscatelli, Katharine C	2 Euston Ave	\$ 1,784.09	\$ 142.59	Hospitalization
Sun, Changqi	593 Budlong Road	\$ 229.46	\$ 13.76	Best Interest

**Recommend To Deny:**

<u>NAME</u>	<u>ADDRESS</u>	<u>TAX AMT</u>	<u>INTEREST</u>	<u>REASON</u>
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8-21-01

THE CITY OF CRANSTON

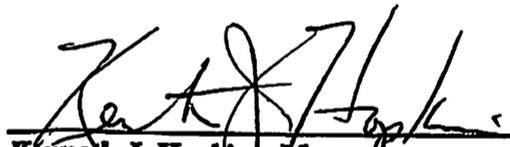
**ORDINANCE OF THE CITY COUNCIL**  
**IN AMENDMENT OF THE CRANSTON 2010 COMPREHENSIVE PLAN**  
**FOR THE CITY OF CRANSTON, AS AMENDED 2012**  
**(840 & 846 Oaklawn Avenue)**

No. 2021-41

*Passed:*  
November 22, 2021

  
\_\_\_\_\_  
*Christopher G. Paplauskas, Council President*

*Approved:*  
November 30, 2021

  
\_\_\_\_\_  
*Kenneth J. Hopkins, Mayor*

Whereas, the City Council approved the 2010 Comprehensive Plan on September 25, 2012, pursuant to the City Plan Commission adoption, subject to conditions contained in Section 45-22.2-8(c) of the General Laws of Rhode Island, after public hearing thereon, and subsequently amended on December 5, 2012; and

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

**Section 1.** Element 2 of the 2010 Comprehensive Plan entitled "Land Use Plan" is hereby amended at the subsection entitled "Future Land Use Map", by deleting therefrom the designation "Single/Two Family Residential Less Than 10.89 Units per Acre" on plan entitled "City of Cranston Future Land Use", for the real properties located at 840 Oaklawn Avenue (Plat 15/2, Lot 368); and 846 Oaklawn Avenue (Plat 15/2, Lot 361), designated Single/Two Family Residential Less Than 10.89 Units per Acre." And adding thereto:

The designation "Highway Commercial/Services" to Said Properties.

**Section 2.** This Ordinance shall take effect as an element of the City's primary land use policy upon its final adoption. For the purposes of the State of Rhode Island, this Ordinance shall become effective upon its approval as a revision which brings the Comprehensive Plan into substantial conformance with, or which does not conflict with Section 45-22.2-8(c) of the General Laws of Rhode Island.





CITY OF CRANSTON

APPLICATION FOR AMENDMENT TO THE  
COMPREHENSIVE PLAN

The following is an application for an amendment to the 2010 Comprehensive Plan

Property location (# and Street Address) 840 & 846 Oaklawn Avenue

Assessor's Plat no. 15/2 Assessor's Lot no. 361 & 368

Property Owner(s) name: Domain Realty, LLC

Property Owner address: 800 Oaklawn Avenue, Cranston, RI 02920

Contact information: Phone (401) 741-2100 e-mail Frank.Dizoglio.III@GardenHillsPlace.com

Current Land Use Designation Single/Two Family Residential Less Than 10.89 units per acre

Proposed Land Use Designation Highway Commercial/Services

Property to be used for: Commercial Uses

Contact information: Phone \_\_\_\_\_ e-mail \_\_\_\_\_

Domain Realty, LLC

[Signature]  
Owner Frank Dizoglio, Member

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Applicant (if other than owner)

\_\_\_\_\_  
Applicant (if other than owner)

Application filed by: John S. DiBona, Esq. Date: \_\_\_\_\_

Applicant contact: Phone (401) 943-6655 E-mail jdibona1@verizon.net

Note: Application must be reviewed and approved by the Planning Department prior to filing with the Clerk's office and must include site plan and a copy of the City's plat map.

[Signature] 8/12/21  
Cranston Planning Dept.

Kenneth J. Hopkins  
Mayor

Michael F. Smith  
President

Jason M. Pezzullo, AICP  
Planning Director



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

RECEIVED  
21 NOV -4 PM 2:37  
CRANSTON  
CITY CLERK

Ken Mason, P.L.  
Robert Strom  
Frederick Vincent  
Kathleen Lanphear  
Ann Marie Maccarone  
(Vacant)  
Robert DiStefano  
Robert Coupe

November 4, 2021

Councilman Reilly  
Ordinance Committee Chair  
Cranston City Hall  
869 Park Avenue  
Cranston, RI 02910

**RE:** Ordinance #8-21-01 - In amendment of the Cranston 2010 Comprehensive Plan for the City of Cranston, As Amended 2012 (840 & 846 Oaklawn Avenue); and

Ordinance #8-21-02 - In amendment of Chapter 17 of the Code of the City of Cranston, 2005, entitled "Zoning" (Change of Zone 840-846 Oaklawn Avenue).

Dear Chairman Reilly:

The above referenced ordinances were reviewed by the City Plan Commission on November 2, 2021 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.

After review and consideration, the City Plan Commission recommendations are as follows:

- 1) Ordinance 08-21-01 Ordinance Amending the Comprehensive Plan of 2010 (840 & 846 Oaklawn Avenue)

*Due to the finding that the amendment to the Future Land Use Map (FLUM) is consistent with the Comprehensive Plan goals and policies, would bring greater conformity to the land uses prescribed by the FLUM, and is consistent with the purposes of zoning as detailed in City Code Section §17.04.010, upon a motion by Mr. Vincent and seconded by Mr. Mason, the Plan Commission unanimously voted (6/0) send a **positive recommendation** on Ordinance #8-21-01 to the City Council.*

- 2) Ordinance 08-21-02 Ordinance in amendment of Chapter 17 of the Code of the City of Cranston, 2005, entitled "Zoning" (Change of Zone - 840 & 846 Oaklawn Avenue)

*Due to the finding that the rezone from A-6 to C-3 is consistent with the Comprehensive Plan goals and policies, would bring greater conformity to the zoning of the area, and is consistent with the purposes of zoning as detailed in City Code Section §17.04.010, upon a motion by Mr. Coupe and seconded by Mr. Vincent, the Plan Commission unanimously voted (6/0) to send a **positive recommendation** on Ordinance #8-21-02 to the City Council, with the following condition:*

***Recommended Condition:***

- 1. The applicant shall bring the base for the anticipated sign into compliance with zoning.*

For further background on this application, please find the enclosed Planning Department memo referred to in the recommendation that was provided to the Plan Commission in advance of their meeting.

Respectfully submitted,



Joshua Berry, AICP, MURP  
Senior Planner/Administrative Officer

cc: John DiBonaEsq.



202111300195820 Bk:LR6391 Pg:272  
RECORDED Cranston,RI 1/5  
-11/30/2021 11:48:49 AM.ZONE.CHG.ORD

8-21-02

THE CITY OF CRANSTON

**ORDINANCE OF THE CITY COUNCIL**  
**IN AMENDMENT OF CHAPTER 17 OF THE CODE OF THE CITY OF**  
**CRANSTON, 2005, ENTITLED "ZONING"**  
**(CHANGE OF ZONE-840 & 846 OAKLAWN AVENUE)**

No. 2021-42

Christopher G. Paplauskas, Council President

**Passed:**  
November 22, 2021

**Approved:**  
November 30, 2021

Kenneth J. Hopkins, 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 December 1, 2016, Ordinance No. 2016-39, as amended, is hereby further amended by deleting therefrom the following:

By deleting from an A-6 Zoning District, Lot 361, Zoning Plat 15/2 located at 846 Oaklawn Avenue, on the easterly side of Oaklawn Avenue between Miles Avenue and Weaver Street.

By deleting from an A-6 Zoning District, Lot 368, Zoning Plat 15/2 located at 840 Oaklawn Avenue on the easterly side of Oaklawn Avenue between Miles Avenue and Weaver Street.

And by adding thereto the following:

C-3 Zoning District, Lot 361, Zoning Plat 15/2 located at 846 Oaklawn Avenue on the easterly side of Oaklawn Avenue between Miles Avenue and Weaver Street.

C-3 Zoning District, Lot 368, Zoning Plat 15/2 located at 840 Oaklawn Avenue on the easterly side of Oaklawn Avenue between Miles Avenue and Weaver Street.

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11/30/2021 11:48:49 AM ZONE CHG. ORD

8-21-02

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

Positive Endorsement:

Negative Endorsement: (Attach reasons)

  
\_\_\_\_\_  
11/22/2021  
City Solicitor Date

\_\_\_\_\_  
City Solicitor Date

Petition filed by Domain Realty LLC (Frank DiZoglio)  
Sponsored by Councilman Reilly

Referred to Ordinance Committee October 14, 2021

**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** Domain Realty, LLC  
800 Oaklawn Avenue  
Cranston, RI 02920

**Zoning Plat Number** 15/2 Lot No.(s)\* 368 & 361

**Street Address or Location on Street** Plat 15/2, Lot 368 - 840 Oaklawn Avenue  
Plat 15/2, Lot 361 - 846 Oaklawn Avenue

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

**Present Zoning:** A-6

**Zoning Requested:** C-3

**Property to be used for:** Commercial Buildings

**Date:** 8/12/2021 Domain Realty, LLC

Owner - By Frank DiZoglio, Member

Owner Domain Realty, LLC

Applicant By: Frank DiZoglio, Member

Applicant

*Frank DiZoglio* 8/12/21  
Cranston Planning Dept



202111300195820 Bk:LR6391 Pg:275  
 RECORDED Cranston, RI 4/5  
 11/30/2021 11:48:49 AM ZONE CHG. ORD

Kenneth J. Hopkins  
 Mayor

Michael F. Smith  
 President

Jason M. Pezzullo, AICP  
 Planning Director



RECEIVED  
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 CHRISTOPHER  
 CITY CLERK

Ken Mason, P.E.  
 Robert Strom  
 Frederick Vincent  
 Kathleen Lamphear  
 Ann Marie Maccarone  
 (Vacant)  
 Robert DiStefano  
 Robert Coupe

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

November 4, 2021

Councilman Reilly  
 Ordinance Committee Chair  
 Cranston City Hall  
 869 Park Avenue  
 Cranston, RI 02910

**RE: Ordinance #8-21-01** - In amendment of the Cranston 2010 Comprehensive Plan for the City of Cranston, As Amended 2012 (840 & 846 Oaklawn Avenue); and

**Ordinance #8-21-02** – In amendment of Chapter 17 of the Code of the City of Cranston, 2005, entitled "Zoning" (Change of Zone 840-846 Oaklawn Avenue).

Dear Chairman Reilly:

The above referenced ordinances were reviewed by the City Plan Commission on November 2, 2021 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.

After review and consideration, the City Plan Commission recommendations are as follows:

- 1) **Ordinance 08-21-01** Ordinance Amending the Comprehensive Plan of 2010 (840 & 846 Oaklawn Avenue)

*Due to the finding that the amendment to the Future Land Use Map (FLUM) is consistent with the Comprehensive Plan goals and policies, would bring greater conformity to the land uses prescribed by the FLUM, and is consistent with the purposes of zoning as detailed in City Code Section §17.04.010, upon a motion by Mr. Vincent and seconded by Mr. Mason, the Plan Commission unanimously voted (6/0) send a positive recommendation on Ordinance #8-21-01 to the City Council.*

- 2) **Ordinance 08-21-02** Ordinance in amendment of Chapter 17 of the Code of the City of Cranston, 2005, entitled "Zoning" (Change of Zone – 840 & 846 Oaklawn Avenue)

*Due to the finding that the rezone from A-6 to C-3 is consistent with the Comprehensive Plan goals and policies, would bring greater conformity to the zoning of the area, and is consistent with the purposes of zoning as detailed in City Code Section §17.04.010, upon a motion by Mr. Coupe and seconded by Mr. Vincent, the Plan Commission unanimously voted (6/0) to send a positive recommendation on Ordinance #8-21-02 to the City Council, with the following condition:*



202111300195820 Bk:LR6391 Pg:276  
RECORDED Cranston,RI 5/5  
11/30/2021 11:48:49 AM ZONE: CHG ORN

**Recommended Condition:**

1. *The applicant shall bring the base for the anticipated sign into compliance with zoning.*

For further background on this application, please find the enclosed Planning Department memo referred to in the recommendation that was provided to the Plan Commission in advance of their meeting.

Respectfully submitted,

Joshua Berry, AICP, MURP  
Senior Planner/Administrative Officer

cc: John DiBonaEsq.

9-21-08

THE CITY OF CRANSTON

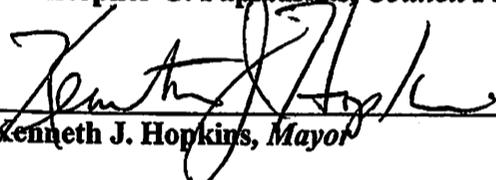
**ORDINANCE OF THE CITY COUNCIL**  
IN AMENDMENT OF CHAPTER 10.32.030 OF THE CODE OF THE CITY OF  
CRANSTON, 2005, ENTITLED "MOTOR VEHICLES AND TRAFFIC - MULTI-WAY  
STOP INTERSECTIONS-ENUMERATED"

No. 2021-43

*Passed:*  
November 22, 2021

  
\_\_\_\_\_  
Christopher G. Paplauskas, *Council President*

*Approved:*  
November 30, 2021

  
\_\_\_\_\_  
Kenneth J. Hopkins, *Mayor*

*It is Ordained by the City of Cranston City Council as follows:*

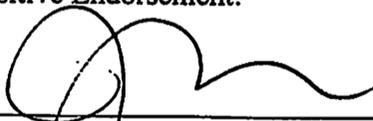
**Section 1.** Chapter 10.32.030 is hereby amended by adding the following:

Vinton Avenue and Harrison Avenue, 3 way stop.

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

Positive Endorsement:

Negative Endorsement: (Attach reasons)

  
\_\_\_\_\_  
City Solicitor /s/ John Verdecchia                      Date                      11/22/2021

\_\_\_\_\_  
City Solicitor                      Date

Sponsored by Councilman Ferri and Councilwoman Marino

Referred to Ordinance Committee October 14, 2021

Kenneth J. Hopkins  
Mayor



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

**Bureau of Traffic Safety**

**STAFF REPORT**

**Date:** 10/26/21  
**To:** City Council  
**From:** Stephen Mulcahy, Traffic Engineer  
**Ordinance Proposal No:** 09-21-08  
**Date referred to staff:** 10/14/21  
**CC:** Zarrella; Zanni; Moretti; Giarrusso

**Subject:** Section 1. Title 10.32.030 is hereby amended by adding the following:

**Vinton Avenue and Harrison Avenue, 3 way stop.**

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

**NOTE:** On July 30, 2020 a STOP control on Harrison Avenue at its intersection with Vinton Avenue was approved under Ordinance No. 2020-27. The draft proposal ordinance for a multi-way STOP control at this same intersection should include the deletion of the aforementioned previous approval.

**BACKGROUND**

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

**Existing Condition:**

- Vinton Avenue operates as a major collector road having a paved width of 30'. Harrison Avenue operates as a local residential road having a paved width of 24'. Both roadways form a typical T-intersection, mostly level, and no sight line obstructions. Traffic volumes are typical for each of the functional roadway classifications respectively. 25 MPH speed limit signs with supplemental "Strictly Enforced" plaques are posted in both directions on Vinton Avenue.
- Crash data compiled from Cranston Police for the most recent three-year period reveals no (0) vehicle, pedestrian, or bicycle crashes.

**Staff Analysis:**

Given the ample sight line distance and gaps in traffic, the current STOP control on Harrison Avenue at its intersection with Vinton Avenue is appropriate and adequate. The ordinance proposal to create a multi-way stop control fails to satisfy MUTCD criteria relative to vehicle, bicycle, or pedestrian traffic volume, crash incidence, or visibility issues required to justify installation of a multi-way stop control.

It is important to note that studies in the field show that the use of unwarranted controls contribute to frustration among the motoring public as they may be perceived as unnecessary, and subsequently promote disrespect and non-compliance. In many cases, constituents exasperated with speeding on residential streets call upon city officials to install STOP signs in an effort to control speed. Once again, studies in the field reveal the ineffectiveness in changing driver behavior. In fact, the MUTCD emphatically states *"YIELD or STOP signs should not be used for speed control"*. Furthermore, implementation of traffic controls lacking sound engineering judgement may expose the City to potential liability; place undue burden on law enforcement; contribute to noise and air pollution from vehicles stopping and starting; and in this case, increase the potential for rear-end collisions due to confusion where a STOP control on the through road at a T-intersection may be unexpected.

**FISCAL IMPACT**

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

**RECOMMENDATION**

Given that no MUTCD warrant criteria have been satisfied, sound engineering judgment guides staff to **NOT recommend approval** of this ordinance.

**ATTACHMENTS**

Area map.

**Authorized Signature:**





11-21-01

THE CITY OF CRANSTON

**ORDINANCE OF THE CITY COUNCIL****IN AMENDMENT OF TITLE 6 OF THE CITY OF CRANSTON CODE OF ORDINANCES,  
2005, ENTITLED "Animals Generally"**

No.

*Passed:*

---

**Christopher G. Paplauskas, Council President***Approved:*

---

**Kenneth J. Hopkins, Mayor***It is Ordained by the City of Cranston City Council as follows:***Section 1.** Title 6, Chapter 4 is hereby amended by adding the following Section:**6.04.40 Domestic Chicken Hens**

- (1) The keeping of chicken hens pursuant to this section shall be solely for the purpose of raising chicken hens and collecting their eggs. This section shall not be construed to allow for the commercial slaughter or sale of any chicken hens or eggs for commercial purpose. This section is not intended to nor shall it act as a limitation of activities or land uses otherwise permitted under federal, state, and local laws which protect a landowner's right to farm.
- (2) The term "lot", as used in this section means one (1) or more parcels of land which are contiguous and are under the same ownership according to the tax assessor's records and which are zoned residential or are residential as a legal nonconforming use pursuant to the City Code of Ordinances, as amended.
- (3) The owner of any dwelling may keep or permit to be kept on the lot containing the dwelling, one (1) hen per (800) square feet or open lot area, with a maximum of twelve (12) on any lot, provided that they comply with each and every provision of this section.
- (4) The owner of the chicken hen(s) must be a resident of said dwelling.
- (5) No person shall keep any rooster, except as otherwise permitted under federal, state, and local laws.
- (6) No chicken hen may be kept or raised within the dwelling.

11-21-01

- 47 (7) The raising of chicken hens shall be restricted to backyards or sideyards; chicken hens shall not  
48 be permitted, at any time on the part of the property directly abutting a main road or street.  
49
- 50 (8) No hen coop shall be built onto any shared fence.  
51
- 52 (9) Prior to construction of the hen coop, plans must be submitted and approved by the City  
53 building official, which shall include:  
54
- 55 (a) Site plan showing the proposed location with relation to all property lines and adjacent  
56 structures.
  - 57 (b) Construction details to comply with predator restraint guidelines as given.
  - 58 (c) Registration fees of \$25.00 annually, and \$10.00 renewal fee every two years.
  - 59 (d) Registration Certificate issued by the City Clerk for verification.
- 60
- 61 (10) The coop, also known as a hen house, and hen run shall not be located closer than twenty  
62 (20) feet to any residential structure on an adjacent property and must comply with zoning  
63 setback requirements set forth in the City Code.  
64
- 65 (11) All chicken hens must be provided with both a hen coop and a fenced outdoor enclosure  
66 known as the chicken hen run, being subject to the following provisions:  
67
- 68 (a) The coop must provide the chicken hens with adequate protection from the elements,  
69 inclement weather and provide for the chicken hens' good health and prevent unnecessary or  
70 unjustified suffering.
  - 71 (b) The coop must be covered, predator resistant, and well ventilated.
  - 72 (c) All above ground openings in the coop, such as windows and ventilation holes must be  
73 covered with half inch hardware cloth to prevent predator/rodent access.
  - 74 (d) The coop must have a floor and be surrounded by half inch hardware cloth, buried at least  
75 twelve inches into the ground to prevent unwanted access from below.
  - 76 (e) The coop must provide a minimum of two (2) square feet per chicken.
  - 77 (f) The coop must be located upon a permeable surface that prevents the waste runoff.
  - 78 (g) The fencing of the run must be surrounded on the sides and the top and adequately contain  
79 the chicken hen run.
  - 80 (h) The chicken hen run must be kept clean and sanitary at all times, manure must be composted  
81 in enclosed bins.
  - 82 (i) All enclosures must be so constructed or repaired as to prevent predators or rodents from  
83 being harbored.
- 84
- 85 (12) All chicken hens must be fed according to the City Code and feed must be stored in  
86 containers with a secure lid.  
87
- 88 (13) All chicken hens must be confined within the coop from sunset to sunrise.  
89
- 90 (14) Notwithstanding the terms of this ordinance, private restrictions on the use of property shall  
91 remain enforceable and take precedence over this ordinance. Private restrictions include but are  
92 not limited to deed restrictions, condominium master deed restrictions, neighborhood  
93 association by laws, and covenant deeds. The interpretation and enforcement of the private  
94 restriction is the sole responsibility of the private parties involved.

11-21-01

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(15) Whoever violates any provision of this section, or any order or regulation made in pursuance thereof, or obstructs or interferes with an execution of such order or willingly or illegally fails to obey such order, shall be guilty of an offense punishable as provided in this Code of Ordinances.

(16) The provision of this section shall be enforced by the city’s zoning enforcement official, or their designee.

(17) There shall be a notice provided to all owners advising them of (1) the steps to be followed when raising chicken hens; and (2) the fine and fee schedule. This notice shall be substantially similar to exhibit 1 to this section. In addition, owners must complete and submit a chicken hen registration application substantially similar to exhibit 2 to this section.

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

Positive Endorsement:

Negative Endorsement: (Attach reasons)

\_\_\_\_\_  
City Solicitor

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Solicitor

\_\_\_\_\_  
Date

Sponsored by Councilwoman Marino

Referred to Ordinance Committee December 9, 2021

**CHICKEN HENS IN RESIDENTIAL ZONES**  
**Cranston, RI**

In accordance with Ordinance No. 0000000, the raising of Chicken Hens is permitted within certain parameters. If you are interested in raising chicken hens you will need to take the following steps:

1. You must be able to comply with the regulations set forth in Ordinance No. 000000 (attached).
2. Any hen house (coop) may require a Building Permit and be subject to all standard dimensional regulations. **You must meet with the Building Official to determine if a permit will be required before completed the Chicken Hen Registration Application.**
3. Complete the enclosed Chicken Hen Registration Application and pay the Applicable fee. Please note that the registration is valid May 1 through April 30 and must be renewed annually.
4. Upon completion of the Registration Application, the owner will be provided with a Registration Certificate.

**FINE AND FEE SCHEDULE**

**Chicken Hens**

Registration fee per House	\$25.00
Renewal fee every two years	\$10.00

**VIOLATIONS**

First offense	\$100.00
Second offense	\$150.00
Third offense	\$200.00

11-21-01

CITY OF CRANSTON  
869 Park Ave.  
Cranston, RI 02910  
401- 461-1000

**Chicken Hen Registration Application**

Please complete all items below

New Applications/ Renewal (Circle One)

Owner Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

Phone #: \_\_\_\_\_ Single Family House: Y N (Circle One)

E-mail Address: \_\_\_\_\_

(If provided we will send renewal reminder via email only)

Number of Hens: \_\_\_\_\_ Square Footage of Hen House: \_\_\_\_\_

\_\_\_\_\_  
Property Owner Signature Date

**For New Applications: (To be completed by the Building Official)**

\_\_\_\_\_ I have reviewed the Hen House/ Coop plans and they DO NOT require a Building Permit

\_\_\_\_\_ I have reviewed the Hen House/Coop plans and a Building Permit IS required. Permit #. \_\_\_\_\_ has been issued for this project.

\_\_\_\_\_  
Building Official Date

**FEE SCHEDULE**

Initial Registration Fee: \$25.00  
Renewal Fee (every two years) \$10.00  
Check must be made payable to: City of Cranston

If renewing by mail, please enclose a self addressed stamped envelope.

7-21-08

THE CITY OF CRANSTON

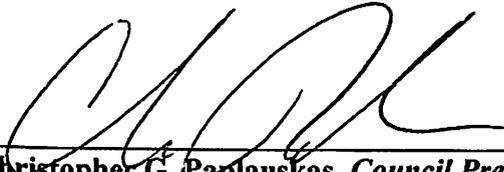
**ORDINANCE OF THE CITY COUNCIL**  
IN AMENDMENT OF CHAPTER 12 OF THE CITY OF CRANSTON CODE OF ORDINANCES, 2005, ENTITLED "STREETS, SIDEWALKS AND PUBLIC PLACES" (Street Paving)

No. 2021-44

\*As amended in Committee 10/14/2021

Passed:

October 25, 2021

  
\_\_\_\_\_  
Christopher G. Paplauskas, Council President

Approved:  
Vetoed 10/27/2021

\*See Veto Message (attached)

Repassed:  
November 22, 2021

\_\_\_\_\_  
Kenneth J. Hopkins, Mayor

~~Christopher G. Paplauskas, Council President~~

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

Section 1. Chapter 12.04 is hereby amended by adding the following:

**Section 12.04.140: Street Paving**

At the same time that the Mayor submits the operating budget to the City Council, the Director of Public Works shall submit to the City Council, for informational purposes only, a list of all streets that are proposed to be paved during the corresponding \*budget fiscal \*calendar year. Subsequently, by July 31, the Director of Public Works shall submit to the City Council, for informational purposes only, (a) a final list of all streets the City intends to pave that \*fiscal \*calendar year and (b) a final list of all streets that were paved in the prior \*fiscal \*calendar year. These final lists as noted in sections (a) and (b) shall be made available to the public and posted on the City website.

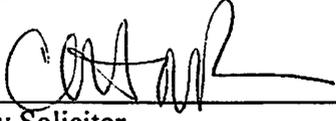
Section 2. This ordinance shall take effect upon its final adoption.

Positive Endorsement:

Negative Endorsement: (Attach reasons)

\_\_\_\_\_  
City Solicitor

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
City Solicitor

10/26/21  
\_\_\_\_\_  
Date

Sponsored by Councilman Donegan and Councilwoman Marino

Referred to Public Works Committee August 12, 2021

Under Rhode Island General Law § 38-2-2, preliminary drafts, notes, impressions, memoranda, working papers, and work products of public officials and departments are exempt documents under the APRA, Rhode Island's public records law. The list(s) detailed in this Ordinance fall under these exempt provisions.

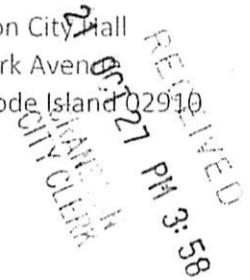
Secondly, Ordinance No. 7-21-08 relates to Section 3.19 of the City Charter entitled "Non-interference in administrative matters". The ordering of the Public Works Director, a City Department Head, to submit certain information to the City Council violates this section of the Charter.

Kenneth J. Hopkins  
Mayor



October 26, 2021

Cranston City Hall  
869 Park Avenue  
Cranston, Rhode Island 02910



The Honorable Members of the Cranston City Council  
c/o City Clerk  
869 Park Avenue  
Cranston, RI 02910

Re: Ordinance No. 7-21-08

To the Honorable Members of the City Council:

Pursuant to the Section 3.14 of the Cranston City Charter, I hereby exercise my authority to disapprove Ordinance No. 7-21-08 relating to an Amendment to Chapter 12 of the City of Cranston Code of Ordinances, 2005, Entitled "Streets, Sidewalks and Public Places" (Street Paving) approved by the City Council on October 25, 2021. As Mayor, I exercise this veto authority over the enactment of this ordinance for the following reasons:

First, I disapprove of the requirement that the Director of Public Works submit a list to the City Council of "proposed" streets to be paved at the time the Mayor submits the operating budget, which as you know is required by April 1 of each year. The ordinance further requires the Director of Public Works to submit a "final" list of streets to be paved each year by July 31.

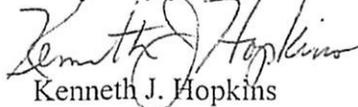
Both these documents would be considered to be preliminary and subject to change for a variety of reasons based on the schedule of work to be done by public utilities, emergencies, budgetary reasons and the needed administrative flexibility to administer our road paving program on a street-by-street basis. Under Rhode Island General Law §38-2-2 **preliminary drafts, notes, impressions, memoranda, working papers, and work products** are exempt documents under the open records law. These lists fall under those exempt provisions.

Let me be clear that I have no objection to the provision of the ordinance that requires the publication of the streets paved in a previous calendar year.

The second part of my objection to Ordinance No. 7-21-08 relates to Section 3.19 of the City Charter entitled "Non-interference in administrative matters". The ordering of the Public Works Director to submit certain information to the Council violates that section of the Charter. As stated, I have no issue with the release of the streets paved in the normal course, after the work is complete.

For these reasons, I exercise my veto of Ordinance No. 7-21-8.

Very truly yours,

  
Kenneth J. Hopkins  
Mayor

