

(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

-OCTOBER 25, 2021-

Regular meeting of the City Council was called held on Monday, October 25, 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; David Igliozi, Assistant City Solicitor; Robert Strom, Finance Director; Stephen Angell, City Council Legal Counsel; David Dimaio, City Council Budget Analyst; Tom Lima, host of meeting.

On motion by Councilman Donegan, seconded by Council Vice-President Ferri, 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

FORMER COUNCILMAN EDWARD J. BRADY

Council President Paplauskas and Councilwoman Renzulli presented plaque to former Councilman Brady.

CITATIONS PRESENTED TO MARIA SILVA, XAVIER PICHARDO, MIKAYA PARENTE AND SANJANA ANATHULA OF CRANSTON PUBLIC SCHOOLS

Councilwoman Germain presented Citations to Maria Silva, Xavier Pichardo, Mikaya Parente and Sanjana Anathula.

-OCTOBER 25, 2021-

II. PUBLIC HEARINGS & PUBLIC COMMENT

Anthony Paolino, 450 Pippin Orchard Rd., appeared to speak in favor of proposed Ordinance 9-21-04 and stated that his neighbor, who is not a farmer, but a Real Estate Agent, has roosters and they are affecting him and his family's lives. He implored the City Council to please pass this Ordinance and restore his rights to enjoy his home.

Jesss Salter, 6 Vaughn Lane, Fiskeville, appeared to speak regarding proposed Ordinance 9-21-04 and stated that she is not advocating for roosters. She is asking that everyone take the time to go about this correctly. To jump to this immediately and just create an Ordinance addressing rooster problem, whether it exists or not, is really short-sighted and does not address the overall issue. If a comprehensive rooster Ordinance was addressed there should not be a rooster living 20' from Mr. Paolino's property line.

Rick Narocki, 59 Bryant Rd., appeared to speak in favor of proposed Ordinance 9-21-04 and stated that roosters are disruptive and he firmly believes that having roosters in near proximity of the homes in Eden Park brings down property value. That effects everybody whether they live near a rooster or not.

Appearing virtually:

Ayana Crichton, 35 Sherwood Dr., Westerly, appeared to speak regarding "Resolution Recognition of S.T.E.M. Based After-School Programs" and stated that she is really happy that we are going to recognize and at least talk about this event this evening. It has been over twenty years that we celebrated Lights On After School and this is a great opportunity to lift up the great work that after school and summer professionals do in the field.

Katelyn Blankenship, 42 Lark Ave., appeared to speak regarding "Resolution Recognition of S.T.E.M. Based After-School Programs" and echoed everything Ms. Crichton stated and also stated she is the State-Wide Coordinator for S.T.E.M. Advantage After School in Rhode Island and she went from one site at Gladstone to now five different schools and after school program sites in Cranston alone.

Drake Patten, 684 Natick Ave., appeared to speak regarding proposed Ordinance 9-21-04 and stated that she supports Ms. Salter's statements. She is a farmer and has lots of roosters. She asked how many rooster calls does everyone get and why can't the Noise Ordinance be used? This Ordinance, as proposed this evening, is not comprehensive enough. She believes that a chicken Ordinance would handle this.

III. RESOLUTIONS

RESOLUTION URGING THE CITY COUNCIL AND ADMINISTRATION TO RECOGNIZE AND CELEBRATE NATIONAL IMMIGRANTS DAY

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

Under Discussion:

Councilwoman Germain stated that this Resolution before the City Council is a call, a call for action. We all know that this Country is founded by immigrants. Many times she has heard people saying 'go back to where you came from'. She believes that that is a result of ignorance. The only people who are legitimate to say such things, and do not it, is what we call Native Americans. She urged everyone to take action that here in our City, our home, we inform and educate another generation to treat immigrants with respect, dignity and recognition they deserve.

Councilman Donegan stated that he supports this Resolution wholeheartedly. Our community here in Cranston is stronger and better for the contributions from people from around our world bring to our City. It is a richer City because of it. He stated to Councilwoman Germain that it is a better City for her being here.

-OCTOBER 25, 2021-

Councilwoman Vargas echoed sentiments Councilman Donegan mentioned. She stated that given the fact that we also have a Resolution this evening where we are recognizing Italian American Heritage Month as well, goes to pose the fact that our Country, our State, our City is the melting pot of so many cultures and so many different perspectives.

Councilwoman Marino echoed sentiments of Councilman Donegan and Councilwoman Vargas and she will support this Resolution this evening.

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

RESOLUTION IN RECOGNITION OF S.T.E.M. BASED AFTER-SCHOOL PROGRAMS

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

Under Discussion:

Councilwoman Vargas stated that, as a parent of a child who took part in the after-school program and another child who took part in the S.T.E.M. program, she can't say enough about this program. After school programs are very essential and essential to the working parent and children also learn the science, technology, engineering and math component of many programs. She is extremely happy to be a sponsor of this Resolution.

Council Vice-President Ferri stated that the passion and ability that Ms. Blankenship and Ms. Crichton have to get children interested in science, technology, engineering and math is just a phenomenal accomplishment and their enthusiasm just encourages him to support this Resolution this evening.

Councilwoman Germain echoed the sentiments of Councilwoman Vargas and Council Vice-President Ferri. She asked to be added as a co-sponsor.

Councilman Campopiano asked to be added as co-sponsor and stated that this sounds like a wonderful program.

Councilwoman Renzulli stated that her son participated in the S.T.E.M. Program last year and he loved it. She commended Councilwoman Vargas who always brings up the importance of after school programs for working parents. She asked to be added as co-sponsor.

Roll call was taken on motion to adopt the above Resolution and 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.

RESOLUTION IN RECOGNITION OF ITALIAN AMERICAN HERITAGE MONTH

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

Under Discussion:

Councilwoman Marino stated that this is recognized by Congress as well. There are numerous contributions that our Italian Americans have contributed, not just to our local community, but on a National level as well.

Councilwoman Vargas asked to be added as co-sponsor.

Councilwoman Renzulli thanked the sponsors for bringing this Resolution forward and stated that as an Italian American, she would like to be added as co-sponsor.

-OCTOBER 25, 2021-

Councilmen Donegan, Campopiano and Council President Paplauskas asked to be added as co-sponsors.

Roll call was taken on motion to adopt the above Resolution and 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.

RESOLUTION IN RECOGNITION OF VETERANS DAY

On motion by Councilwoman Germain, seconded by Council Vice-President Ferri, it was voted to adopt the above Resolution.

Under Discussion:

Councilwoman Vargas stated that this Resolution is to recognize, honor and pay tribute to our Veterans in our Country, our great State and here in our beautiful City of Cranston and to honor those who have made the ultimate sacrifice and answered the call of duty.

Councilwoman Marino stated that this Resolution is something that is also near and dear to her having family members that have served in WWII, having family members who have served in Vietnam and having friends that have served in Gulf Wars. The level of sacrifice of those men and women is something that she can’t comprehend, but appreciates and not take for granted. She added that she, as others do as well, that as a reminder, that if anyone sees someone, even if it is a stranger, and happens to see them wearing a Veteran’s hat and know that they have served, it would be nice to shout out a “thank you for service” is always appreciated.

Council Vice-President Ferri asked to be added as co-sponsor.

Councilwoman Germain thanked Councilwoman Vargas for sponsoring this Resolution and asked to be added as co-sponsor.

Councilman Donegan also asked to be added as co-sponsor.

Councilwoman Vargas thanked the Administration and the City and everyone that is putting the efforts together for the Veteran’s Day Parade that is going to be taking place on November 11th in the City.

Director Moretti stated that the Veteran’s Day Parade will be held on November 11th at 10 a.m. starting from Legion Bowl and ending near Park Theatre at the Cannons and hopes everyone will attend.

Councilman Campopiano asked to be added as co-sponsor.

Council President Paplauskas thanked all the Veterans for their service.

Roll call was taken on motion to adopt the above Resolution and 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.

IV. REPORT OF COMMITTEES

RESOLUTION AUTHORIZING REAL ESTATE TAX ABATEMENTS

On motion by Council Vice-President Ferri, seconded by Councilwoman Germain, the above Resolution was adopted on a vote of 7-0. The following being recorded as voting “aye”: Councilwomen Marino, Renzulli, Vargas, Germain, Councilman Campopiano, Council Vice-President Ferri and Council President Paplauskas -7. Councilmen Donegan and Reilly were not present for roll call vote.

-OCTOBER 25, 2021-

RESOLUTION AUTHORIZING MOTOR VEHICLE TAX ABATEMENTS

On motion by Council Vice-President Ferri, seconded by Councilwoman Vargas, the above Resolution was adopted on a vote of 7-0. The following being recorded as voting "aye": Councilwomen Marino, Renzulli, Vargas, Germain, Councilman Campopiano, Council Vice-President Ferri and Council President Paplauskas -7. Councilmen Donegan and Reilly were not present for roll call vote.

RESOLUTION AUTHORIZING TANGIBLE TAX ABATEMENTS

On motion by Council Vice-President Ferri, seconded by Councilwoman Germain the above Resolution was adopted on a vote of 7-0. The following being recorded as voting "aye": Councilwomen Marino, Renzulli, Vargas, Germain, Councilman Campopiano, Council Vice-President Ferri and Council President Paplauskas -7. Councilmen Donegan and Reilly were not present for roll call vote.

TAX INTEREST WAIVER APPROVALS

On motion by Council Vice-President Ferri, seconded by Councilwoman Marino, it was voted to approve the list of Tax Interest Waiver Approvals. Motion passed on a vote of 7-0. The following being recorded as voting "aye": Councilwomen Marino, Renzulli, Vargas, Germain, Councilman Campopiano, Council Vice-President Ferri and Council President Paplauskas -7. Councilmen Donegan and Reilly were not present for roll call vote.

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

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)*

On motion by Councilwoman Vargas, 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.

7-21-16 *ORDINANCE IN AMENDMENT OF CHAPER 8.12 OF THE CODE OF THE CITY OF CRANSTON, 2005, ENTITLED 'HEALT AND SAFETY – GARBAGE COLLECTION AND DISPOSAL'*

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.

**ORDINANCE COMMITTEE
(Councilman Matthew R. Reilly, Chair)**

7-21-11 *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'(Quail Hollow Dr. and Wildberry Dr. 4 Way Stop)*

On motion by Council Vice-President Ferri, 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.

-OCTOBER 25, 2021-

7-21-12 *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’ (Randall St. and Whiting St. 4 Way Stop)*

On motion by Council Vice-President Ferri, seconded by Councilman Campopiano, 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.

7-21-13 *ORDINANCE IN AMENDMENT OF CHAPTER 10.32.020 OF THE CODE OF THE CITY OF CRANSTON, 2005, ENTITLED ‘MOTOR VEHICLES AND TRAFFIC – STOP INTERSECTIONS-ENUMERATED’(Quail Hollow Dr. and Wildberry Dr.)*

On motion by Councilwoman Germain, seconded by Councilwoman Renzulli, 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.

9-21-04 *ORDINANCE IN AMENDMENT OF TITLE 6.08 OF THE CODE OF THE CITY OF CRANSTON, 2005, ENTITLED ‘ANIMALS’ (Roosters Prohibited)*

On motion by Councilwoman Vargas, seconded by Councilman Campopiano, it was voted to adopt the above Ordinance.

Under Discussion:

Councilwoman Marino stated that everyone agrees that roosters do not belong in urban settings. She asked for amendment to allow for exception to the prohibition not just with respect to designated farms, but also with respect to non-designated farms that are owner-occupied and there is a minimum of two acres such a single rooster shall be allowed on the condition that that rooster is contained within a fenced area, a house or a coop that is at least 150’ from the nearest property line and also add that it would be at least 200’ from the nearest neighboring residential house. That would ensure peaceful enjoyment of one’s home.

Councilwoman Marino motioned to amend this Ordinance as follows and Councilman Donegan seconded the motion for discussion: after “strictly prohibited”, add “except for the following: 1) Activities protected by the Right to Farm Act codified in RIGL Section 2-23-1 et seq.; 2) for non-designated farms that are owner occupied and a minimum of two acres, a single rooster shall be allowed on the condition that said rooster be contained within a fenced area, house, or coop that is at least one hundred fifty feet from the nearest property line and at least two hundred fifty feet from the nearest neighboring residential house. B. This provision of this section shall be strictly enforced.”

Under Discussion:

Council President Paplauskas stated that since this is a major amendment, he deferred to legal, but he thinks this should go back to the Ordinance Committee.

Attorney Angell stated that Council President Paplauskas is correct. I this amendment is approved this evening, it is a substantive amendment, it essentially begins the process of referring this as if it was new business back to the Committee so it could be heard again.

Councilman Reilly stated that he will not be supporting this amendment. This is straight forward. Roosters, in his opinion, do not belong in residential settings, they belong on farms. This is not the chicken Ordinance, this is just roosters. They are completely different. He can’t support the amendment, but he does support the overall Ordinance.

Council Vice-President Ferri stated that he has not received any complaints regarding a rooster, but he does sympathizes with the people that have testified. He does not feel roosters belong in a setting in Edgewood, Meshanticut Lake or off Pontiac Ave., but he does feel that if we pass the Ordinance as it was written, we are taking it away from people that have two acres in Western Cranston that may have a right to do that. As he stated at the last meeting, he thinks we are rushing into this and not making the right decision and not handling the entire thing. He will support the amendment at this time because it will take the roosters away from the people that are having the problem.

-OCTOBER 25, 2021-

Councilman Donegan stated that he agrees with what Council Vice-President Ferri stated that we are rushing this. He still thinks that chickens, hens and roosters should be handled in one Ordinance and make it clear in that. As it stands alone, he thinks the amendment helps and he will support the amendment.

Councilwoman Vargas echoed what Council Vice-President Ferri stated and she stated that she will support the amendment. It does not solve everyone's problems, but it does include the Right to Farm Act.

Councilwoman Germain stated that she will support the amendment and she would like to work on language addressing the enforcement.

Councilman Campopiano stated that he has received several calls from his constituents and this has to stop. He will not support this amendment.

Council President Paplauskas stated that he will be voting against this amendment. He really thinks this would create a rooster loophole specifically in the Western part of the City to allow the nuisance to continue to happen.

Roll call was taken on the above amendment and motion passed on a vote of 5-4. The following being recorded as voting "aye": Councilwomen Marino, Vargas, Germain, Councilman Donegan and Council Vice-President Ferri -5. The following being recorded as voting "nay": Councilwoman Renzulli, Councilmen Campopiano, Reilly and Council President Paplauskas -4.

On motion by Councilman Reilly, seconded by Councilwoman Germain, it was voted to refer this Ordinance back to the Ordinance Committee. Motion passed on a vote of 5-4. The following being recorded as voting "aye": Councilwomen Marino, Vargas, Germain, Councilman Donegan and Council Vice-President Ferri -5. The following being recorded as voting "nay": Councilwoman Renzulli, Councilmen Campopiano, Reilly and Council President Paplauskas -4.

9-21-05 *ORDINANCE IN AMENDMENT OF CHAPTER 2.72 OF THE CODE OF THE CITY OF CRANSTON, 2005, ENTITLED 'ADMINISTRATION AND PERSONNEL – JUVENILE HEARING BOARD'*

On motion by Councilwoman Germain, seconded by Councilwoman Marino, 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.

9-21-07 *ORDINANCE IN AMENDMENT OF TITLE 8 OF THE CODE OF THE CITY OF CRANSTON, 2005, ENTITLED 'HEALTH AND SAFETY' (Cemeteries)*

On motion by Council Vice-President Ferri, seconded by Councilwoman Germain, it was voted to adopt the above Ordinance.

Under Discussion:

Director Moretti stated that Administration has some questions regarding this Ordinance and asked for some clarification:

- Line #114 there is a typo, Sect. 8..01.004 and it should probably be 040.
- Lines #123 & 124, it states that "the City shall have supervisory control over the construction". The City does not supervise construction, we issue permits and inspects properties.
- Line #143, "other organizations as trustees for the persons as directed by the City". It is a financial transaction so he questioned if the City should be directing that.
- Lines #159 & 160, the reference to "this Chapter with the City Clerk". The questions would be is that the body you want to submit the compliance to? Also, "to secure the approval of the City". He questioned if the City Clerk going to be approving that.
- Lines #164 & 165, "the City shall have supervisory control over the construction". He, again, stated that he is not sure if the City should be involved in the construction.
- Lines #225 & 226, "filing with the City Clerk". He thinks the City Clerk could accept those reports, but not knowing what to do with those.

-OCTOBER 25, 2021-

- Line #240, “City Clerk shall review such findings”. He does not think that that is the body to have enough knowledge or analytical ability to make that judgement call.
- Lines #299-302, remedy for violations, (a), what department would take that action? Would that be the City Clerk, Inspections, Solicitor’s Office. There is some vagueness in this.

Councilwoman Vargas stated that she submitted this to the Administration in June and she met with Director Moretti and with the Mayor and she also spoke to the Solicitor. She also e-mailed a few times asking for follow-up recommendations, suggestions to work with the Administration on this and there was cricket. She addressed Director Moretti and stated that, the fact that he is here before her after it has come out of Committee as opposed to even reaching out before it went to the Committee, she has no words. A few months ago, he stood before the City Council stating how there was no communication, she communicates with his office far so many times on different issues, but on this issue, she has asked the Administration to work together on this and month after month there has been no response from the Administration and he waits for this to come out of Committee and then come before the entire City council on this issue is appalling. She cannot express enough how disgusted she is that non one from the Administration reached out to her prior to today on questions that they have. She asked legal counsel’s opinion regarding financial part of it.

Attorney Angell stated that the Ordinance can be passed this evening as is and amended for scrivener’s errors at a future date or the City Council can choose to hold it and take the list of concerns pointed out by the Administration under advisement and rework the Ordinance. It is really at the pleasure of the City Council.

Councilwoman Vargas stated that she would really like to pass this this evening so that we can address the issues on the line items that were noted.

Director Moretti stated he agrees with Councilwoman Vargas. He took the lead on this early on. He thinks this is a failure on the part of the Administration not to address it to her sooner and to communicate better. He will take the hit for it, unfortunately, very little does he delegate in that office when it comes to significant issues, he blew it, he delegated this one and he will take responsibility for that.

Councilwoman Renzulli stated that she will be in support of this this evening, regardless of any grammatical errors.

Councilwoman Marino commended Councilwoman Vargas and the time she put into this. She will be in support of this this evening.

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

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 Councilman Reilly, seconded by Councilwoman Marino, it was voted to refer this Ordinance back to Committee for traffic study. 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.

CLAIMS COMMITTEE (Councilman John P. Donegan, Chair)

REPORT OF SETTLED CLAIMS (*Informational purposes – No votes will be taken*): **Christine Nolte \$50.00 Property Damage; John Nazarian \$8,500.00 Personal Injury; Insurance Subrogation Group \$2,100.00 Vehicle Damage; Insurance Subrogation Group \$600.00 Vehicle Damage; Nationwide Insurance \$1,200.00 Vehicle Damage; Erika Ramirez \$159.43 Vehicle Damage.**

No action needed.

-OCTOBER 25, 2021-

V. PUBLIC COMMENT FOR UN-DOCKETED ITEMS

None.

VI. ELECTION AND/OR APPOINTMENT OF CITY OFFICIALS

JUVENILE HEARING BOARD:

- ***Re-Appointment of Pam Schiff for term ending December 1, 2024. (Council President Paplauskas)***

On motion by Council Vice-President Ferri, seconded by Councilwoman Renzulli, it was voted to re-appoint Pam Schiff 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.

ZONING BOARD OF REVIEW:

- ***Appointment of Douglas R. Fredette as Second Alternate member of the Zoning Board of Review for term ending October 25, 2022. (Council President Paplauskas).***

On motion by Council Vice-President Ferri, seconded by Councilwoman Vargas, it was voted to appoint Douglas Fredette as Second 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.

DIVERSITY COMMISSION:

- ***Appointment of Derik A. Tutt for term ending January 2, 2023. (Council President Paplauskas).***

No action needed.

HISTORICAL CEMETERIES COMMISSION:

- ***Appointment of Paul Tognetti as an Alternate Member for term to expire on October 25, 2024. (Council President Paplauskas).***

No action needed.

VII. REPORT OF CITY OFFICERS

STATUS REPORT FROM THE CRANSTON REDISTRICTING COMMISSION

Randall Jackvony, 2219 Phenix Ave., Chair of the Board of Canvassers and Chair of the Redistricting Commission, appeared to speak. He commended Nick Lima and Maria Giarrusso for all their hard work. They have done a tremendous job. Mr. Lima, in terms of organizations and Ms. Giarrusso in terms of the maps and how quickly she is able to provide the information, has made the process very smoothly. The Committee has met multiple times primarily to start to decide what our approach is going to be to the process and to review potential options. We have revised maps, we have reviewed maps and we have given multiple opportunities for the public to comment on those maps. We have been focused to make sure that we are using the natural features of the major roads in the City, to draw our lines and trying to keep neighborhoods together as best as possible and avoid any pocket precincts.

-OCTOBER 25, 2021-

Nick Lima, City Canvasser, appeared to speak and stated that they do have a scenario right now, scenario A-1, which is a starting point right now. They are at a waiting point for the State to do its work. The State will have their maps out mid-November. Once those maps are out, we will have an opportunity to look at them and, as a City, to provide comments on those maps as to how they impact Cranston's plans and then, hopefully, the State and the General Assembly will fully complete their process by mid-February. That would allow the Cranston Redistricting Commission to then complete its work, draft and submit a final report that will be given to the City Council ideally in late February or early March of 2022 and at that, at that point, the City Council, by Ordinance, will draft its final Redistricting Plan, hold another set of public hearings and comment and ideally get that passed and then sent to the Mayor's desk no later than late April of 2022. That will allow the Board of Canvassers to draw its Precincts' maps of the City, to establish the variety of polling places that will be needed for the 2022 Elections and Elections for the next ten years and to get postcard notices, which will be mailed to all 60,000 Cranston voters letting them know the new polling place, the new Ward and the new Voting District. All that has to be done before candidate declaration, which happens in June, so it is a tight timeline from here on out.

VIII. EXECUTIVE COMMUNICATIONS

LEGAL EXPENSE ANALYSIS FOR 7/1/2021 – 10/25/2021

No discussion.

REQUEST TO BE CONTINUED IN SERVICE FOR ONE YEAR MAJOR ROBERT QUIRK, CRANSTON POLICE DEPARTMENT

Director Moretti appeared to speak.

On motion by Councilwoman Renzulli, seconded by Council Vice-President Ferri, it was voted to approve this request. 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.

IX. COUNCIL PRESIDENT COMMUNICATIONS

Council President Paplauskas stated that today was a great day, not only for the City, but also for Knightsville. The City was presented with a \$10,000 Legislative Grant to help with the restoration that will be starting in Knightsville, particularly the Gazebo. He thanked the Administration and Mayor Hopkins for making not only Knightsville, but Rolfe St. and Edgewood looking great with all the construction and changes that has been done and is being done.

Council President Paplauskas announced that a Special Executive Session will be scheduled possibly on November 17th or that week to discuss a few legal matters.

X. COUNCIL MEMBER COMMUNICATIONS

COUNCIL VICE-PRESIDENT FERRI:

- *Economic Development Update*
- *Update on Top Golf*
- *Recent Economic Development Accomplishments*
- *Upcoming Economic Development Plans*

-OCTOBER 25, 2021-

- ***Update on Costco coming to Cranston***

Council Vice-President Ferri stated that in June, he had asked to have regular monthly Economic Development updates and Director Moretti agreed that that would be feasible. This could be done through emails or through meetings rather than the Economic Development Director attend meetings and wait. He asked that the Economic Development Director communicate with the City Council on a regular basis so he would not have to appear before the City Council.

Franklin Paulino, Director of Economic Development, appeared to speak and addressed what this department does. The role of Economic Development is to promote business in the community, business retention, expansion, business creation, establish relationship, build network and generate resources to meet the needs of a business. Recent Economic Development accomplishments: we had a company, which is a plasma blood center, of up to 40 employees with an investment of \$3.5 million in Garfield Plaza; new solar company that came in at the old landfill and that will provide energy for up to 500 homes to low to moderate households; we are also finishing up Rolfe Square and on November 11th, there will be a Veterans Parade from 10-12; we are also finishing up Pawtuxet Village – street was paved North to Ocean Ave and today we will be moving to Knightsville. He gave an update on businesses that have come into the City of Cranston: the Mayor's Office has done 22 ribbon cuttings since February throughout the City of Cranston; in Garden City, we have eight new businesses that will be coming in; a ribbon cutting was held for Old Navy. He also stated that there is an upcoming project on Comstock Parkway, which will be a warehouse. It is a 16-acre project.

Director Moretti stated that there is activity regarding the Trolley Barn property on Cranston St. Cranston Printworks project at the Printworks property could be a tremendous property both in terms of economic and revitalizing that area.

Councilwoman Marino asked how many under \$2,500 Grants have been given out. Director Paulino stated, seven, so far. We also have another Grant for under \$7,500 and for that, we have five and under \$1,000 we have twenty-one so far.

Councilwoman Vargas asked what the City is doing to encourage or promote businesses to apply for the up to \$2,500 Grant. Director Paulino stated that he is visiting all the businesses. For example, on Rolfe Square, since we are doing that project and he makes the businesses aware of that Grant as well as Pawtuxet Village and Knightsville. We also have those Grants on the website in which they can go on the website and they can print it out and apply. We also have it on the Facebook on the Economic Development page.

COUNCILWOMAN MARINO:

- ***Workforce Solutions – update as to job placements for the 2021 year thus far; status of any upcoming activities, events or job fairs/training sessions***

Director Moretti asked that this be discussed at the November 17th Executive Session. He stated that there have been problems in that consortium with the City of Providence, but he thinks Executive Session would be better suited for that discussion.

- ***Senior Services transportation for Cranston seniors to local appointments***

Councilwoman Marino stated that recently, there was mention that the Administration was going to work on this as well as to assist them to try to get the word out with respect to the TransVan services. The Senior Center allows for transportation at the cost of \$5 per round trip or \$25 for the month for Cranston seniors being sixty years of age or older for trips that occur within the City's limits for such things as hairdressing appointments, grocery store, Garden City, whatever it may be and if it is between the hours of 8-2, those services are available. Maybe everyone can communicate that because the service is under-utilized right now.

- ***Budlong Pool – maintenance/winterization status***

Director Moretti stated that Ray Tessaglia is aware of it and as the pool was not open this year and was not previously winterized so there is not much winterization that really needs to be done. The only thing he would like to make sure is that any remaining water that is in that pool is pumped out obviously for safety purposes incase someone hopes the fence.

-OCTOBER 25, 2021-

- ***RI Veterans Donation Drive – for the month of November - sponsored by Councilwoman Marino to support Operation Stand Down RI***

Councilwoman Marino stated that in line with it being Veterans Month, for the month of November, she will be sponsoring donation boxes to support Operation Stand Down and those boxes will be located at the libraries throughout the City of Cranston, Senior Center, the Police and Fire Stations. She thanked those department heads and extensions of our City for housing those donation boxes as they are going to a good cause. She commended the Administration for putting forth the Parade in honor of our Veterans on Veterans Day.

COUNCILWOMAN VARGAS:

- ***Friendly/Paine Park***

Councilwoman Vargas stated that she would like to have Public Works Committee address this issue.

- ***Update on \$2,500.00 City Small Business Grant***

Discussed earlier in the meeting.

- ***Update on Revolving Loan Fund Program***

Councilwoman Vargas asked how many have taken advantage of this loan. Director Paulino stated that, at the moment, we have only two. These are existing businesses. Councilwoman Vargas asked what the interest rates are on those loans. Director Paulino stated that he believes it's 5%. We have an issue with people applying. For instance, for every one Grant that he receives, he will visit eight or nine businesses. Councilwoman Vargas asked what Director Paulino what he thinks is the difficulty or the common denominator of people in applying. Director Paulino stated that the common denominator is the bookkeeping and receipt that they need for the guidelines and to apply. They do not have those receipts. A lot of the individuals' problems is the bookkeeping and the issue with the accounting for them to get all the receipts to get to the City because he needs documentation and proof for reimbursement and that is one of the most difficult things that he is seeing from the small business when he goes to visit them.

Councilwoman Germain stated that what bothers her is we have \$1,000 for reimbursement so if the person has the money to spend already there is no way to ask for it so if we want to help the people to get it, she does not understand why it has to be reimbursement and why there is not a process where you can give the money upfront. Director Paulino stated that this is money from the Federal Government and there are guidelines and we need documentation for it and we need receipts. If they do not have receipt of what they spent, we cannot give that fund out. A lot of them are cash businesses and cannot provide receipts. Councilwoman Germain stated that her problem is not about having a receipt, but her issue is how can we expand to help more people if the money is for helping people. There should be another mechanism for helping people. Director Paulino stated that he has guidelines that he has to follow and he cannot just go out and give money without documentation. Councilwoman Germain stated that she knows it is not his rule, but she questioned, as an advocate, what can be done to make sure that the businesses that need this money can take advantage of it?

XI. COUNCIL BUSINESS MATTERS CARRIED OVER

None.

-OCTOBER 25, 2021-

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.

- 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'. Sponsored by Council President Paplauskas. Referred to Finance Committee November 1, 2021.***
- 10-21-02** ***ORDINANCE OF THE CITY COUNCIL THE ENACTMENT OF THE CITY OF CRANSTON ADMINISTRATIVE UNIT EMPLOYMENT BENEFITS BOOK. Sponsored by Mayor Hopkins. Referred to Ordinance Committee November 9, 2021.***
- 10-21-03** ***ORDINANCE IN AMENDMENT OF CHAPTER 3.08 OF THE CODE OF THE CITY OF CRANSTON, 2005, ENTITLED 'REVENUE AND FINANCE – CONTRACTS AND PURCHASES'. Sponsored by Councilwomen Vargas, Marino, Councilman Donegan and Council Vice-President Ferri. Referred to Ordinance Committee November 9, 2021.***
- 10-21-04** ***ORDINANCE RATIFYING THE TEAMSTERS LOCAL 251 CONTRACT FOR TERM JULY 1, 2021 – JUNE 30, 2024. Sponsored by Mayor Hopkins. Referred to Finance Committee November 1, 2021.***
- 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'. Sponsored by Councilwoman Marino and Council Vice-President Ferri. Referred to Finance Committee November 1, 2021.***

RESOLUTION 'AMERICAN RESCUE PLAN ACT FUNDS – PRIORITIZING USE AND PUBLIC INPUT'. Sponsored by Council Vice-President Ferri, Councilman Donegan and Councilwoman Marino. Referred to Finance Committee 11/1/2021.

REQUEST FROM NATIONAL GRID FOR POLE LOCATION AT SOUTH CLARENDON ST. Referred to Public Works Committee 11/09/2021.

CLAIMS REFERRED TO CLAIMS COMMITTEE – THURSDAY, NOVEMBER 9, 2021

- ***Property Damage Claim:***
 - ***Mary Rutkowski from alleged incident on September 30, 2020.***
 - ***Ronald & Ronda French from alleged incident on June, July, August & September, 2021.***
 - ***Tyboramy Yuong from alleged incident on August 6, 2021.***
 - ***Salvatore DeFazio from alleged incident on September 2, 2021.***
 - ***Maureen Booth from alleged incident on October 6, 2021.***

Council President Paplauskas stated that proposed Ordinance 10-21-02 should be referred to the Finance Committee on November 1st.

On motion by Councilman Donegan, seconded by Councilwoman Germain, it was voted to refer the above new business to the respective Committees. Motion passed on a vote of 8-0. The following being recorded as voting “aye”: Councilwomen Marino, Renzulli, Vargas, Germain, Councilmen Donegan, Campopiano, Reilly and Council President Paplauskas -8. Council Vice-President Ferri was not present for roll call vote.

-OCTOBER 25, 2021-

XIII. MISCELLANEOUS BUSINESS ON CLERK'S DESK

None.

The meeting adjourned at 10:30 P.M.

Rosalba Zanni
Acting City Clerk

(See Stenographic Notes of Ron Ronzio, Stenotypist)


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THE CITY OF CRANSTON

RESOLUTION OF THE CITY COUNCIL
URGING THE CITY COUNCIL AND ADMINISTRATION TO RECOGNIZE AND
CELEBRATE NATIONAL IMMIGRANTS DAY

No. 2021-47

Passed:
October 25, 2021



Christopher G. Paplauskas, Council President

Resolved, That,

WHEREAS The United States of America was founded entirely by immigrants and the founding fathers paved the way for all-natural born U.S citizens and;

WHEREAS It is crucial to acknowledge the ultimate truth that every person in the United States is a child of immigrants unless their ancestors were native or former enslaved Black people and;

WHEREAS The United States of America has a long history of welcoming immigrants from all parts of the world in the pursuit of liberty and new opportunities and;

WHEREAS The United States Congress formally recognizes National Immigrants Day on October 28, 1987, to emphasize and value the contributions of immigrants in shaping the nation and;

WHEREAS the demonization of immigrants is real in our nation we must recommit to the values of a welcoming nation of immigrants as inscribed in the Statue of Liberty and;

WHEREAS The United States is the world's largest nation of immigrants, we are the sum of an array of different ideas, dreams and perspectives which set us apart as a land of freedom, possibilities, and liberty and;

WHEREAS The United States of America must not forget that immigrants have enriched the nation through hardworking workers, innovators, critical thinkers, community leaders, entrepreneurs, artist while caring for and defending us and;

34 **WHEREAS** National Immigrants Day gives us reasons to embrace and acknowledge our truth by
35 reflecting on where we come from as a nation and where we are going and;

37 **NOW, THEREFORE, BE IT RESOLVED THAT** the Honorable Cranston City Council
38 recognizes National Immigrants Day and commits to celebrating the contributions and the cultural
39 heritage of immigrants in our communities, and a copy of this resolution is transmitted to all Rhode
Island municipalities.

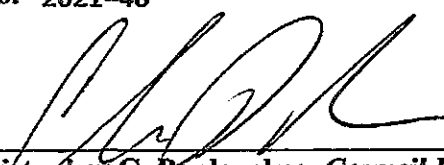
40 Sponsored by Councilwoman Germain

THE CITY OF CRANSTON

RESOLUTION OF THE CITY COUNCIL
"IN RECOGNITION OF S.T.E.M. BASED AFTER-SCHOOL PROGRAMS"

No. 2021-48

Passed:
October 25, 2021


Christopher G. Paplauskas, *Council President*

WHEREAS, high quality after-school programs focused around science, technology, engineering and math ("S.T.E.M.") provide safe and engaging learning experiences for Cranston's students. In addition, they support working families and build stronger communities by promoting positive relationships among students, parents, community leaders, and others; and

WHEREAS, statistics support that 25 million families seek out after-school programs in which to enroll their children; and

WHEREAS, Cranston has demonstrated an abiding commitment to the health, safety, well-being and education of our youth by investing in a broad range of extra-curricular offerings including S.T.E.M. based after-school programs designed to ensure that our youth learn and grow beyond the classroom by developing essential life skills; and

WHEREAS, our after-school programs rose to the challenge of the COVID-19 Pandemic by supporting the academic, social, and emotional needs of youth. These programs demonstrated their dynamic adaptability by providing after-school programming in a remote, virtual environment; and

WHEREAS, "Lights On Afterschool", a national celebration of S.T.E.M. based, after-school programs, will be held on Thursday, October 28, 2021; and

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

1. Adds its voice to the celebration of national "Lights On Afterschool" day and urges our students, parents, community leaders, and citizens to do the same.
2. Proclaims Thursday, October 28, 2021, as "Lights On Afterschool Day" in the City of Cranston.

Sponsored by: Councilmember Lammis J. Vargas, Councilmember Jessica Marino, Council Vice President Robert Ferri

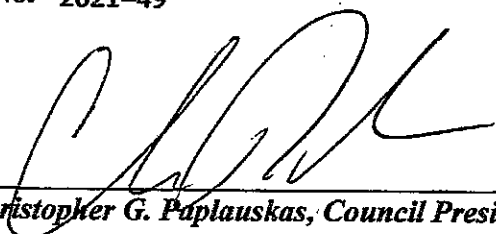
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THE CITY OF CRANSTON

RESOLUTION OF THE CITY COUNCIL
"IN RECOGNITION OF ITALIAN AMERICAN HERITAGE MONTH"

No. 2021-49

Passed:
October 25, 2021


Christopher G. Paplauskas, Council President

WHEREAS, Italians have been migrating to America since 1880, and today there are more than 26 million Italian Americans that comprise them as the fifth largest ethnic group in the country; and

WHEREAS, America's cultural fabric and demographics have been enriched by the talents and heritage of the Italian people; and

WHEREAS, Cranston is home to a proud and vibrant Italian American community that has impacted our culture, business, government, social services, skilled trades, technology, education and sciences with great success;

WHEREAS, celebrating the cultural heritage, achievements, and contributions of Italian Americans is important to our past and our future; and

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

1. Honors Italian Americans and joins in the celebration of their many contributions to society and culture across America and in Cranston by declaring October "Italian American Heritage Month".

Sponsored by: Councilwoman Marino and Council Vice-President Ferri

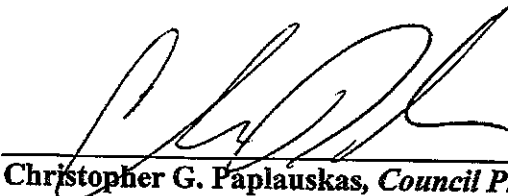
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THE CITY OF CRANSTON

RESOLUTION OF THE CITY COUNCIL
"IN RECOGNITION OF VETERANS DAY"

No. 2021-50

Passed:
October 25, 2021


Christopher G. Paplauskas, *Council President*

WHEREAS, our city, state, and nation are comprised of individuals who have taken up arms and sworn an oath to defend the principles upon which our great nation was founded; and

WHEREAS, throughout our history, brave women and men have honorably served in the Armed Forces establishing a noble tradition of faithful and dedicated service; and

WHEREAS, Veterans Day has been a national and state holiday to honor those patriots making the ultimate sacrifice and who have answered the call of duty to protect our freedom; and

WHEREAS, we will always be indebted to those heroic individuals who served, were wounded, or died in battle; and

WHEREAS, Cranston is the proud home to approximately 3,470 military veterans; and

WHEREAS, we are to celebrate and pay tribute to those brave and courageous members of our community for their selfless service and sacrifice; and

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

1. Honors America's military veterans and joins in the celebration of their dedicated service as members of the United States Armed Services as we recognize November 11, 2021 as Veterans Day.

Sponsored by Councilwomen Marino, Vargas and Council President Paplauskas

THE CITY OF CRANSTON

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

No. 2021-51

Passed:
October 25, 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

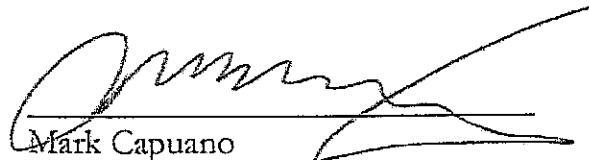
DIVISION OF ASSESSMENT
869 PARK AVE
CRANSTON, RI 02910

MEMO

DATE: September 29, 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	879,760	22,454.28


Mark Capuano
City Assessor

2021 Abatement List

1 0332354501 029-0039-000
Location 145 BEECHWOOD DRIVE
CARDI JULIA Y TRUSTEE
196 SANDHILL COVE ROAD
NARRAGANSETT RI 02882-5714

	Value	Tax
Original	850300	14936.90
ASSESSORS APPE	116160	2090.88
Adjusted	744140	12846.02

2 1312353501 004-0568-000
Location 1497 ELMWOOD AVENUE
LICHT INDUSTRIAL REALTY COMPANY
765 WESTMINSTER ST
PROVIDENCE RI 02903-0000

	Value	Tax
Original	1385100	37397.70
ASSESSORS APPE	63000	1781.00
Adjusted	1322100	35696.70

3 1312215501 010-0698-000
Location 1 WHOLESALE WAY
LICHT REALTY COMPANY
765 WESTMINSTER STREET
PROVIDENCE RI 02903-4018

	Value	Tax
Original	3135100	84647.70
ASSESSORS APPE	372100	10046.70
Adjusted	2763000	74601.00

4 1718255001 003-1564-000
Location 361 DORIC AVENUE
PLATZNER MARIE P
361 DORIC AVE
CRANSTON RI 02910-0000

	Value	Tax
Original	179500	2682.50
ASSESSORS APPE	16600	298.80
Adjusted	162900	2383.70

5 2025266001 002-0401-000
Location 254 SMITH STREET
STARR CATHERINE M
STARR DONALD W T/E
254 SMITH ST
CRANSTON RI 02905-0000

	Value	Tax
Original	189500	3411.00
ASSESSORS APPE	11600	208.80
Adjusted	177900	3202.20

6 2108896001 004-0500-000
Location 1655 ELMWOOD AVENUE
THE EMELINE COMPANY
765 WESTMINSTER STREET
PROVIDENCE RI 02903-4018

	Value	Tax
Original	1780600	48076.20
ASSESSORS APPE	169500	4576.50
Adjusted	1611100	43499.70

7 2108896002 005-1016-000
Location FIFTH STREET
THE EMELINE COMPANY
765 WESTMINSTER STREET
PROVIDENCE RI 02903-4018

	Value	Tax
Original	83200	2246.40
ASSESSORS APPE	8300	224.10
Adjusted	74900	2022.30

8 2108896004 005-1070-000
Location FIFTH STREET
THE EMELINE COMPANY
765 WESTMINSTER STREET
PROVIDENCE RI 02903-4018

	Value	Tax
Original	303000	8181.00
ASSESSORS APPE	30300	818.10
Adjusted	272700	7362.90

9 2108896005 005-2559-000
Location AVEEY ROAD
THE EMELINE COMPANY
765 WESTMINSTER STREET
PROVIDENCE RI 02903-4018

	Value	Tax
Original	317100	8561.70
ASSESSORS APPE	46200	1247.40
Adjusted	270900	7314.30

10 2108896008 005-2571-000
Location WELLINGTON AVENUE
THE EMELINE COMPANY
765 WESTMINSTER STREET
PROVIDENCE RI 02903-4018

	Value	Tax
Original	104500	2821.50
ASSESSORS APPE	46000	1242.80
Adjusted	58500	1579.50

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Location

	Value	Tax
Original		
Adjusted		

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Location

	Value	Tax
Original		
Adjusted		

	Value	Tax		
Original	: 8337900	212962.60		
Abatements	: 879760	22454.28	on 10	Accounts
Adjusted	: 7458140	190508.32		

THE CITY OF CRANSTON

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

No. 2021-52

Passed:
October 25, 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: September 29, 2021

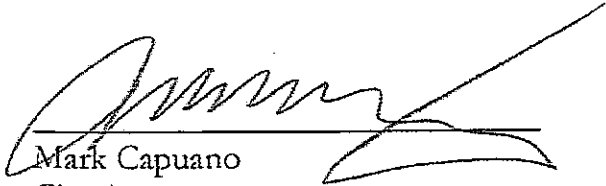
TO: His Honor the Mayor and the Honorable City Council

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, 2019	3,104	108.62
December 31, 2020	<u>21,772</u>	<u>653.17</u>
Totals	24,876	761.79


Mark Capuano
City Assessor

1 3400086000 0000039047 0000000000 0000000000
Vehicle 2018 MERCE DD762 Vehicle 0000
ID 558WF4KB1JU244062 ID
DAIMLER TRUST
14372 HERITAGE PKWY
FT WORTH TX 761773

0000000000 0000000000
Vehicle 0000
ID

Original : Value Tax
STOLEN/SOLD/JUNK/TOTAL 22,880 166,258.63
Adjusted tax: 166,150.01

Original : Value Tax
Adjusted Tax:

Original : Value Tax
Adjusted Tax:

For Tax Year: 2020

Original : Value Tax
22880 166258.63
Adjusted Tax : 166150.01 on 1 Accounts

2021 Motor Vehicle

1	3303655000	0000029320	2	3400092000	0000035920	3	3802560000	0000070482	
	Vehicle 2014	INFIN	KDS07	Vehicle 2018	MERCE	DD762	Vehicle 2017	HYUND	NN494
	ID JN1BV7AR6EM697435			ID 5SSWF4KB1JU244062			ID 5NPE34AF7HH488546		
	CLARK PAULETTIS			DAIMLER TRUST			HYUNDAI LEASE TITLING TRUST		
	14 MAPLE ST			14372 HERITAGE PKWY			P O BOX 4747		
	CRANSTON RI 029103			FT WORTH TX 761773			HINSDALE IL 605224		
		Value	Tax		Value	Tax		Value	Tax
	Original :	4,058	286.32	Original :	20363	149577.00	Original :	10725	188329.83
	STOLEN/SOLD/JUNK/TOTAL		7.12	STOLEN/SOLD/JUNK/TOTAL		460.89	STOLEN/SOLD/JUNK/TOTAL		168.08
	Adjusted tax:		279.20	Adjusted Tax:		149116.11	Adjusted Tax:		188161.83
4	4902590000	000013S134		0000000000	0000000000		0000000000	0000000000	
	Vehicle 2013	FORD	503375	Vehicle 0000			Vehicle 0000		
	ID 1FAHP2F62DG235316			ID			ID		
	SOMIS GEORGE								
	245 PAWTUCKET AVE								
	CRANSTON RI 029053								
		Value	Tax		Value	Tax		Value	Tax
	Original :	5,572	17.16	Original :			Original :		
	OUT OF STATE REG		17.16	Adjusted Tax:			Adjusted Tax:		
	Adjusted tax:								

For Tax Year: 2021

	Value	Tax	
Original :	40718	338210.31	on 4 Accounts
		653.17	
Adjusted Tax :		337557.14	

THE CITY OF CRANSTON

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

No. 2021-53

Passed:
October 25, 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: September 29, 2021

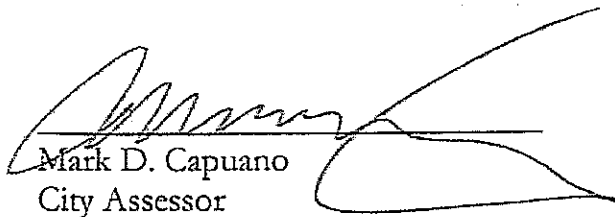
TO: His Honor the Mayor and the Honorable City Council

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	193,691	5,229.65


Mark D. Capuano
City Assessor

2021 Abatement List

1 0111500001 990-1115-000
Location 1 WHOLESALE WAY
ALLIED BUILDING PRODUCT #539
C/O DMA
PO BOX 80615
INDIANAPOLIS IN 46280-0000

2 0223506001 990-2235-060
Location 10 BUDLONG RD
BUDLONG PRESCHOOL INC
LORI PESARE
10 BUDLONG RD
CRANSTON RI 02920-0000

3 1433052201 991-4330-522
Location 251 PARK AVE
MILAN MEDICAL SPA
MILAN MEDICAL SPA LLC
251 PARK AVE
CRANSTON RI 02905-0000

	Value	Tax
Original	233734	6310.82
LISTING ERROR	26429	983.58
Adjusted	197305	5327.24

	Value	Tax
Original	7262	196.07
OUT OF BUSINES	7262	196.07
Adjusted		

	Value	Tax
Original	150000	4050.00
OUT OF BUSINES	150000	4050.00
Adjusted		

	Value	Tax	
Original	390996	10556.89	
Abatements	193691	5229.65	on 3
Adjusted	197305	5327.24	Accounts

Recommend To Approve:

<u>NAME</u>	<u>ADDRESS</u>	<u>TAX AMT</u>	<u>INTEREST</u>	<u>REASON</u>
Bruce, Kenneth A	46 Crestwood Road	\$ 6,354.02	\$ 63.56	Recent Death
Bruce, Ronald M	168 Ashley Street	\$ 5,335.56	\$ 53.40	Recent Death
Hassett, James & Lisa	1627 Phenix Ave	\$ 4,098.00	\$ 81.96	Recent Death
Srinivasan, Jagannathan	124 Fountain Ave	\$ 1,285.93	\$ 25.72	Recent Death
40 Industrial LLC	40 Industrial Road	\$ 5,855.87	\$ 61.56	Recent Death

Recommend To Deny:

<u>NAME</u>	<u>ADDRESS</u>	<u>TAX AMT</u>	<u>INTEREST</u>	<u>REASON</u>
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7-21-16

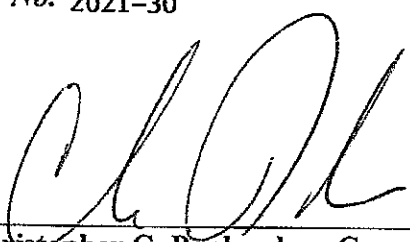
THE CITY OF CRANSTON

ORDINANCE OF THE CITY COUNCIL
IN AMENDMENT OF TITLE 8
OF THE CODE OF THE CITY OF CRANSTON, 2005, ENTITLED "Health and Safety",
CHAPTER 8.12 ENTITLED "Garbage Collection and Disposal"

No. 2021-30

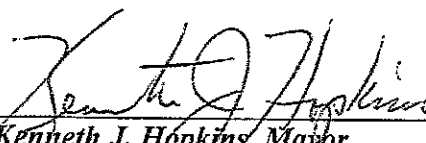
**As amended in Committee 10/14/2021*

Passed:
October 25, 2021



Christopher G. Paplauskas, Council President

Approved:
October 27, 2021



Kenneth J. Hopkins, Mayor

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

Section 1: Chapter 8.12 is hereby amended by adding the following:

8.12.150 Collection of refuse at private residential establishments and elsewhere: Dumpsters.

8.12.151 Definitions

The following definitions shall be for purposes of this chapter only, unless specifically adopted in another section of the Cranston Code of Ordinances:

"Dumpster" shall mean an approved commercial grade metal container on wheels with a tightfitting solid top or metal barrels with a tightfitting lid.

"Residential Commercial Apartments" shall mean any residential, private and condominium development consisting of five (5) dwelling units or more.

8.12.152 Owner Responsibility

The owner of residential commercial apartments that are not eligible for municipal curbside refuse collection services shall be responsible for engaging, at their expense, a private waste hauler for the storage, disposal, and collection of refuse.

7-21-16

47
48 8.12.153 Refuse Storage: Collection: Penalties for Non-Compliance
49

50 It is the responsibility of the owners, or their agents, of any residential commercial apartment to
51 employ a private collection hauling service that utilizes dumpsters.
52

53 All dumpsters shall be covered, and the name, address, and telephone number of the commercial
54 waste contractor or hauler shall be prominently displayed on the exterior of each container. Any
55 overflowing refuse container shall be in violation of the Health and Safety code.
56

57 All dumpsters shall be screened by fencing or shrubbery if visible from the street.
58

59 Refuse shall be collected at least once a week from by the commercial waste contractor or
60 hauler, or as many times as necessary to comply with any Section of the Cranston City Code or
61 to eliminate a public nuisance, potential health hazards or as the Director of Public Works or
62 Director of Zoning and Code Enforcement may determine in accord with the Cranston City
63 Code.
64

65 Any overflowing of a dumpster due to accumulations of garbage, refuse, trash, not picked up at
66 least once a week will be fined at \$50.00 per day pursuant Chapter 8.28.100 and shall otherwise
67 comply with Chapter 8.28.
68


69 All dumpsters shall be serviced only between the hours of 7:00 a.m. and ~~5:00~~ 10:00 p.m. Anyone in
70 violation of this subsection shall be subject to a fine of up to ~~\$100~~ for each day in violation.
71 Second and subsequent violations may be subject to a fine of up to \$300 maximum.
72

73 ***\$200.00**

74 **SECTION 2.** This Ordinance shall take effect upon its final adoption.
75

76 Positive Endorsement

Negative Endorsement (attach reasons)

77
78  10/28/21
79

80 City Solicitor

Date

City Solicitor

Date

81 **Christopher Rawson, Asst. City Solicitor**

82 Sponsored by Councilwoman Vargas

83 Referred to Ordinance Committee August 12, 2021
84

7-21-11

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 & TRAFFIC - MULTI-WAY STOP
INTERSECTIONS- ENUMERATED"

No. 2021-31

Passed:
October 25, 2021


Christopher G. Paplauskas, *Council President*

Approved:
October 27, 2021


Kenneth J. Hopkins, *Mayor*

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

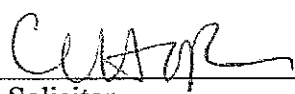
Section 1. Chapter 10.32.030 is hereby amended by adding the following:

Quail Hollow Drive and Wildberry Drive. 4 way stop.

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

Positive Endorsement:

Negative Endorsement: (Attach reasons)

 10/26/21
City Solicitor Date
Christopher Rawson, Asst. City Solicitor

City Solicitor Date

Sponsored by Council President Paplauskas

Referred to Ordinance Committee August 12, 2021

Kenneth J. Hopkins
Mayor



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

Bureau of Traffic Safety

STAFF REPORT

Date: 9/16/21
To: City Council
From: Stephen Mulcahy, Traffic Engineer
Ordinance Proposal No: 07-21-11 & 07-11-13
Date referred to staff: 8/12/21
CC: Zarrella; Zanni; Moretti; Giarrusso

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

Quail Hollow Drive and Wild Berry Drive, 4-way stop

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

Section 1. Title 10.32.020 is hereby amended by deleting the following:

[Quail Hollow Drive at the intersection of Wild Berry Drive]

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

BACKGROUND

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

EXISTING CONDITION

- Both Quail Hollow Drive and Wild Berry Drive operate as local, low volume residential roads having paved widths of 30'. Both roadways form a four approach slightly skewed intersection with wide radius corners, mostly level, good visibility at all four approaches, and controlled by a 2-way stop on Quail Hollow Road.
- Crash data compiled from Cranston Police for the most recent three-year period reveals no (0) vehicle, pedestrian, or bicycle crashes.

STAFF ANALYSIS

The ordinance proposal to create a multi-way stop control fails to satisfy MUTCD criteria relative to vehicle, bicycle, or pedestrian traffic volume, or crash incidence. With no identifiable justification for intersection control, the existing control of a 2-way stop on Quail Hollow Road is, at present, excessive to the more appropriate application of the standard right-of-way rule. Implementing further restrictive controls will most likely result in non-compliance.

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; and contribute to noise and air pollution from vehicles stopping and starting.

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

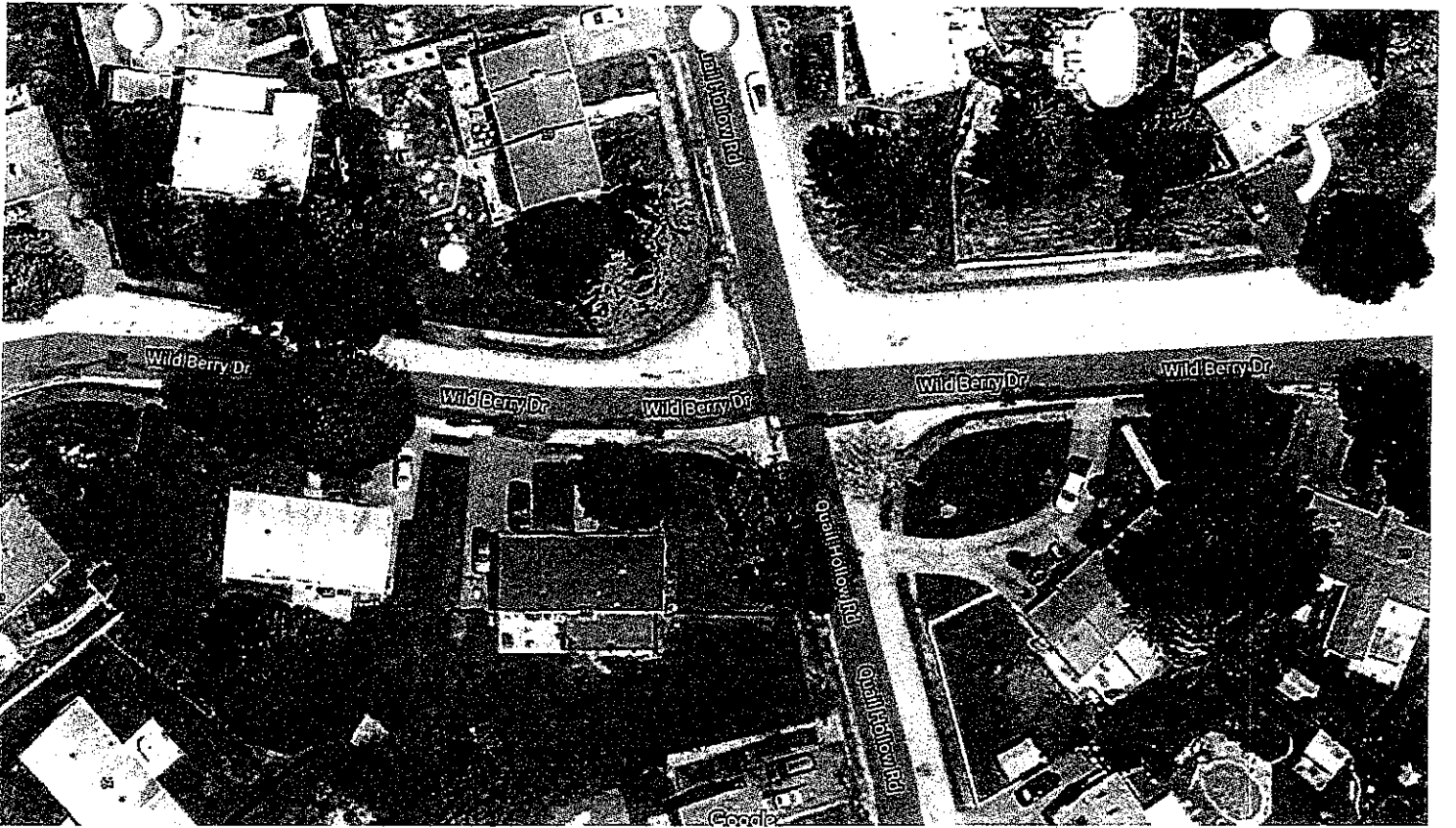
Given that no MUTCD warrant criteria have been satisfied, sound engineering judgment guides staff to **NOT** recommend approval of either of the subject ordinances.

ATTACHMENTS

Area map.

Authorized Signature:

A handwritten signature in black ink, appearing to read "Stephen M. Mundy". The signature is written in a cursive, flowing style with a large initial 'S'.



7-21-12


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 & TRAFFIC - MULTI-WAY STOP
INTERSECTIONS-ENUMERATED"

No. 2021-32

Passed:
October 25, 2021


Christopher G. Paplauskas, Council President

Approved:
October 27, 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:


Randall Street and Whiting Street, 4 way stop.

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

Positive Endorsement:

Negative Endorsement: (Attach reasons)


City Solicitor Date
Christopher Rawson, Asst. City Solicitor


City Solicitor Date

Sponsored by Council President Paplauskas

Referred to Ordinance Committee August 12, 2021

Kenneth J. Hopkins
Mayor



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

Bureau of Traffic Safety

STAFF REPORT

Date: 9/16/21
To: City Council
From: Stephen Mulcahy, Traffic Engineer
Ordinance Proposal No: 07-21-12
Date referred to staff: 8/12/21
CC: Zarrella; Zanni; Moretti; Giarrusso

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

Randall Street and Whiting Street, 4-way stop

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

BACKGROUND

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

EXISTING CONDITION

- Both Randall Street and Whiting Street operate as local, low volume residential roads having paved widths of 30' and 24' respectively. Both roadways form a four approach right-angle intersection. The west segment of Randall Street and the north segment of Whiting Street terminate in dead ends resulting in less than typical local roadway traffic volumes. Roadway gradients for both Randall Street and Whiting Street are approximately 10% and 6% slopes respectively. Corner visibility at three of the four corners is obstructed by vegetative placement and overgrowth.
- Crash data compiled from Cranston Police for the most recent three-year period reveals no (0) vehicle, pedestrian, or bicycle crashes.

STAFF ANALYSIS

The ordinance proposal to create a multi-way stop control fails to satisfy MUTCD criteria relative to vehicle, bicycle, or pedestrian traffic volume, or crash incidence. The existing condition of obstructed approach site triangles at three of the four corner properties is correctible through enforcement of City of Cranston code 17.20.100 entitled "Corner Visibility" and should be executed under the jurisdiction of the Building Inspections Department. With no identifiable need for intersection control, the standard right-of-way rule applies and implementing more restrictive controls will most likely result in non-compliance.

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; and contribute to noise and air pollution from vehicles stopping and starting. In this case, violations and non-compliance of the stop control may be further exacerbated by the steep roadway gradient, especially when wet and icy weather conditions affect pavement friction.

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:






7-21-13

THE CITY OF CRANSTON

ORDINANCE OF THE CITY COUNCIL
IN AMENDMENT OF CHAPTER 10.32.020 OF THE CODE OF THE CITY OF
CRANSTON, 2005, ENTITLED "MOTOR VEHICLES AND TRAFFIC – STOP
INTERSECTIONS-ENUMERATED"

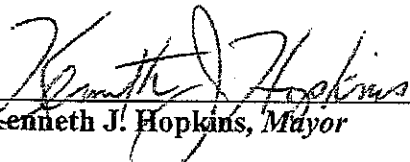
No. 2021-33

Passed:
October 25, 2021



Christopher G. Paplauskas, Council President

Approved:
October 27, 2021



Kenneth J. Hopkins, Mayor

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

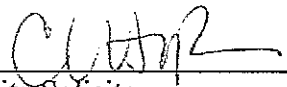
Section 1. Chapter 10.32.020 is hereby amended by deleting the following:

Quail Hollow Drive at the intersection of Wildberry Drive.

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

Positive Endorsement:

Negative Endorsement: (Attach reasons)

 10/26/21

City Solicitor Date
Christopher Rawson, Asst. City Solicitor

City Solicitor Date

Sponsored by Council President Paplauskas

Referred to Ordinance Committee August 12, 2021

Kenneth J. Hopkins
Mayor



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

Bureau of Traffic Safety

STAFF REPORT

Date: 9/16/21
To: City Council
From: Stephen Mulcahy, Traffic Engineer
Ordinance Proposal No: 07-21-11 & 07-11-13
Date referred to staff: 8/12/21
CC: Zarrella; Zanni; Moretti; Giarrusso

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

Quail Hollow Drive and Wild Berry Drive, 4-way stop

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

Section 1. Title 10.32.020 is hereby amended by deleting the following:

[Quail Hollow Drive at the intersection of Wild Berry Drive]

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

BACKGROUND

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

EXISTING CONDITION

- Both Quail Hollow Drive and Wild Berry Drive operate as local, low volume residential roads having paved widths of 30'. Both roadways form a four approach slightly skewed intersection with wide radius corners, mostly level, good visibility at all four approaches, and controlled by a 2-way stop on Quail Hollow Road.
- Crash data compiled from Cranston Police for the most recent three-year period reveals no (0) vehicle, pedestrian, or bicycle crashes.

STAFF ANALYSIS

The ordinance proposal to create a multi-way stop control fails to satisfy MUTCD criteria relative to vehicle, bicycle, or pedestrian traffic volume, or crash incidence. With no identifiable justification for intersection control, the existing control of a 2-way stop on Quail Hollow Road is, at present, excessive to the more appropriate application of the standard right-of-way rule. Implementing further restrictive controls will most likely result in non-compliance.

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; and contribute to noise and air pollution from vehicles stopping and starting.

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

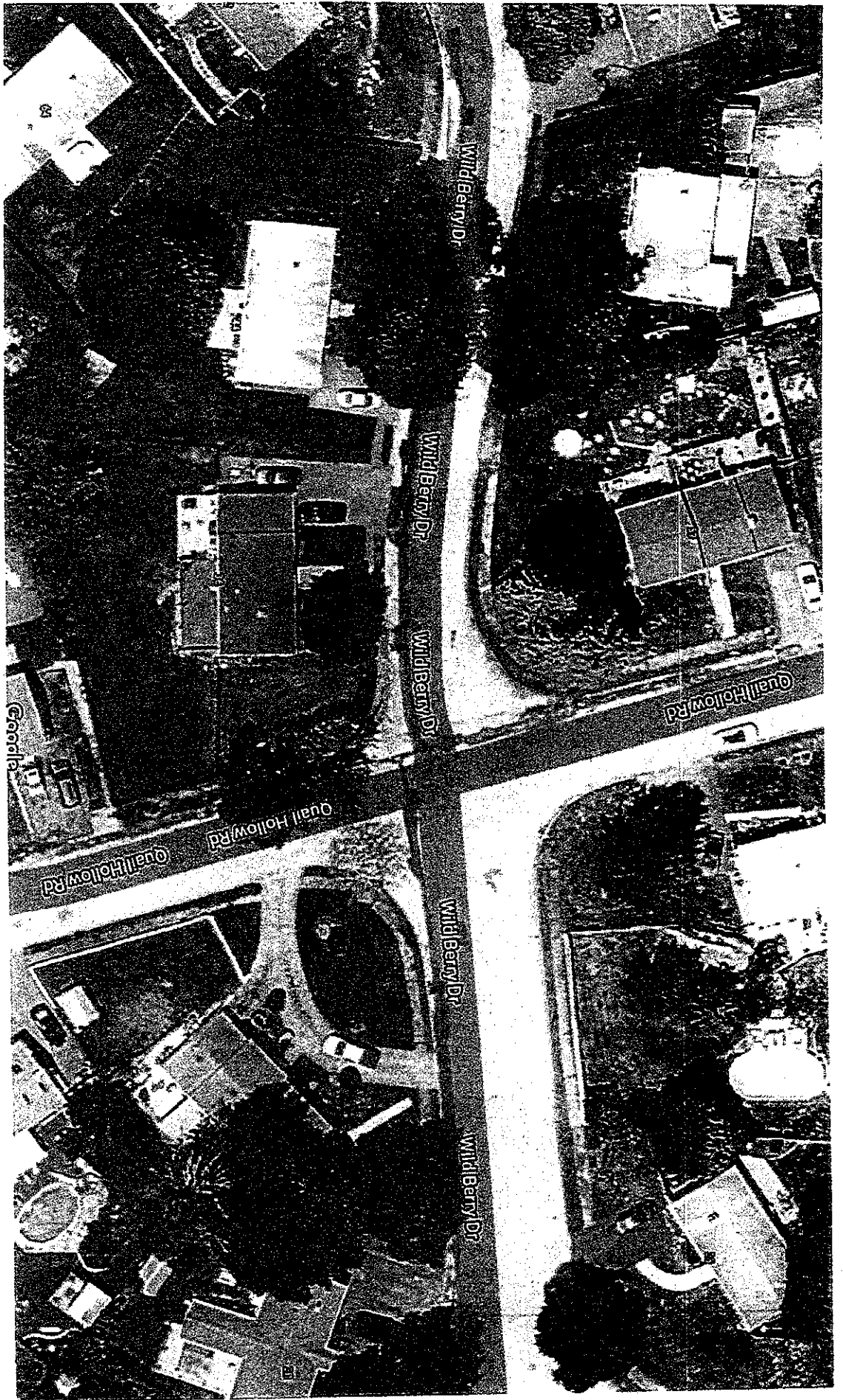
Given that no MUTCD warrant criteria have been satisfied, sound engineering judgment guides staff to **NOT** recommend approval of either of the subject ordinances.

ATTACHMENTS

Area map.

Authorized Signature:

A handwritten signature in black ink, appearing to read "Stephen M. Mundy". The signature is written in a cursive, flowing style with a large initial 'S'.



9-21-05

THE CITY OF CRANSTON

ORDINANCE OF THE CITY COUNCIL

IN AMENDMENT OF CHAPTER 2.72 OF THE CODE OF THE CITY OF CRANSTON,
2005, ENTITLED "ADMINISTRATION AND PERSONNEL – JUVENILE HEARING
BOARD

No. 2021-34

Passed:
October 25, 2021


Christopher G. Paplauskas, Council President

Approved:
October 27, 2021


Kenneth J. Hopkins, Mayor

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

Section 1. Chapter 2.72.060 is hereby amended as follows:

The membership of the board shall consist of seven regular members and [two] three alternates over the age of eighteen (18) years, to be appointed by the city council, all of whom shall be residents within the city. The regular members appointed to the board shall serve for three-year terms. The two alternates appointed shall serve for one- year terms. No more than two of said regular members and alternates shall be an elected official in any capacity. In the event of a vacancy occurring in the office of a member by death, resignation or otherwise during said term, such vacancy shall be filled in like manner as the original appointment, but only for the remainder of the term of the former member.

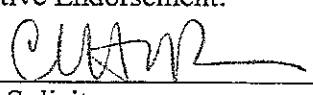
No member of the board shall be entitled to receive any compensation by reason of his or her service on the board. An attorney may be appointed to the board as an ex officio member by the chief judge of the family court.

The composition of the board shall consist of citizens of Cranston who have backgrounds in or related to the fields of education, probation and parole, human services, community youth programs, members of the clergy, former law enforcement or judicial officials, or any citizen who the council deems has the credentials that would be an asset to the board.

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

Positive Endorsement:

Negative Endorsement: (Attach reasons)

 10/26/21
City Solicitor Date
Christopher Rawson, Asst. City Solicitor

City Solicitor Date

Sponsored by Council President Paplauskas

Referred to Ordinance Committee on October 14, 2021

U/Ordinances/Juvenile Hearing Board CompositionSept2021

9-21-07

THE CITY OF CRANSTON

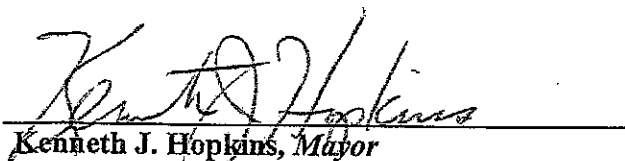
ORDINANCE OF THE CITY COUNCIL
IN AMENDMENT OF TITLE 8 OF THE CODE OF THE CITY OF CRANSTON, 2005,
ENTITLED "HEALTH AND SAFETY" (Cemeteries)

Passed:
October 25, 2021

No. 2021-35


Christopher G. Paplauskas, Council President

Approved:
October 27, 2021


Kenneth J. Hopkins, Mayor

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

Section 1. Title 8 is hereby amended by adding the following Chapter:

Chapter 8.01 – Cemeteries and Burial Places

8.01.010 Purpose and Authority

The purpose of this Chapter is for the city to exercise those rights conferred on it and enabled by the Rhode Island General Laws to address the preservation and care of burial places and memorials for the dead, including neglected burial grounds and cemeteries.

8.01.020 Definitions

The following definitions shall be for purposes of this chapter only, unless specifically adopted in another section of the Cranston Code of Ordinances:

"Abandoned Cemetery" means cemetery which is no longer subject to the management or control of an agency and has fallen into a state of neglect and for which either (1) no ready source of perpetual care funds exists or (2) the perpetual care funds are insufficient to care for the cemetery.

"Agency" or "Agencies" means a cemetery, religious or ecclesiastical society cemetery, cemetery association, or a person, or firm, corporation, or unincorporated association previously or hereafter engaged in the business of conducting a cemetery or operating a community mausoleum or columbarium.

"Burial ground authority" means the city, ecclesiastical society, or cemetery association.

"Burial place" means any tract of land within the city that is or has been used or has been in existence as a burial ground.

9-21-07

"Cemetery" means land reserved for the interment of human remains and shall include all burial grounds, burial places, columbaria, graveyards, mausoleums, and other similar places. Cemetery is not intended to include any active building used for the main purpose of conducting religious celebrations or ceremonies.

"Columbarium" means a structure or room, or other space in a building or structure of durable or lasting fireproof construction, containing niches, used, or intended to be used, to contain human remains.

"Community mausoleum" means a structure or building of durable or lasting construction, used or intended to be used, for the permanent disposition in crypts or spaces therein of the remains of deceased persons, provided in crypts or spaces and their use are available to or may be obtained by individuals for a price in money or other form of security.

"Crypt" means the chamber in a mausoleum of sufficient size to contain the remains of a deceased person.

"Family Burial Ground" means land designated as a burial ground for members of the same family and for which the care and control remains with a living member, in a corporation, in an association or in trust, and has not been accepted by the city pursuant to R.I. Gen. Laws § 45-5-11.

"Historic Cemetery" means any tract of land which has been for more than one hundred (100) years used as a burial place, whether or not marked with an historic marker, including but not limited to, ancient burial places known or suspected to contain the remains of one or more Native Americans

"Mausoleum" shall mean a building, housing a tomb or tombs. Mausoleum is not intended to include any active building used for the main purpose of conducting religious celebrations or ceremonies.

"Niche" means a recess in a columbarium or other structure, used or intended to be used, for the permanent disposition of the cremated remains of one or more deceased persons.

"Public Cemetery" means a cemetery under the care of the city.

"Private Cemetery" shall mean a cemetery not under the care of the city or a religious or ecclesiastical society.

"Religious or ecclesiastical society cemeteries" means a cemetery under the care of an entity recognized by the Internal Revenue Service as a church or religious organization.

8.01.030 Regulation of new cemeteries, expansion of existing cemeteries and the disposition of bodies

(a) No cemetery, or any expansion of an already existing cemetery, shall hereafter be established in the city without the consent and approval of the city council pursuant to Section 8.01.060.

9-21-07

(b) All burials of the bodies of deceased persons must occur in a cemetery and registered pursuant to Section 8.01.080 and the burial of bodies of deceased persons in other places is prohibited, except for a burial lawfully made within an active building used as a church, temple or other active building used in regular and active religious celebrations or ceremonies or as may be provided by a majority vote of the city council upon the submission of a petition seeking exemption from the restriction contained in this section or within a crypt, vault or burial plot maintained within an active building used as a church, temple or other active building used in regular and active religious celebrations or ceremonies.

(c) No person shall bury a human body or place the same in any vault in the city unless such body shall be first placed in a box or casket, the top, bottom and all sides of which shall be securely fastened, and no person shall bury any such box or casket unless in such manner that every part and portion of such box or casket shall be at least 4' feet below the natural surface of the ground where the same is buried or such further distance below the surface of the ground as is required by the Rhode Island Department of Health.

8.01.004 Approval of construction plans – Supervisory control – Mausoleums

(a) Before any person or entity commences the building, construction, or erection of any mausoleum or columbarium, the agency constructing the structure shall make and file plans and specifications of the structure with the city and secure the approval of the city to erect the mausoleum or columbarium. Before the approval shall be granted, the Inspector of Buildings shall be satisfied that the proposed new structure or any alterations or additions to an old structure for that purpose, shall be built in accordance with the standards set forth in the Code of Ordinances, and shall comply with any further requirements as to perpetual care and maintenance provided by this chapter. The city shall have supervisory control over the construction.

(b) Every community mausoleum, other than structures containing crypts erected or controlled by churches and religious societies, and every columbarium, or other similar structure intended to hold or contain the bodies or remains of the dead, the spaces, crypts, or niches of which are available to the public, shall be located only within the confines of an established cemetery.

(c) Except for burials exempted under the Rhode Island General Laws, no structure shall be used for the purpose of depositing therein human remains until the structure is finally completed, nor until provision for maintenance of the structure has been provided in accordance with the requirements as provided by the city.

(d) No crypt, room, or space in the structure shall be sold or offered for sale before the structure is entirely completed, unless and until the agency selling the crypt or niches, enters into an agreement whereby it agrees to refund to each and every purchaser all sums of money paid by each, together with legal interest on all sums of money, in the event it fails to complete the structure within the time which shall have been limited by the city, which agreement shall be entered into with some federally insured financial depository or other organization as trustee for the persons as directed by the city, nor until the agency shall also

9-21-07

144 have made, executed and delivered to the trustee, its bond, with adequate security, if
145 required, conditioned upon paying to the trustee a sum of money sufficient to provide for the
146 refund previously provided and to provide for the repair, maintenance, and replacement of
147 the structure, or shall have paid or delivered to the trustee a sum of money or other property
148 sufficient for these purposes, the amount of the bond, payment, or delivery of property and
149 the security on the bonds, if any shall be required, to be fixed and determined by the city or
150 town wherein the structure is located. A copy of any such bond shall be filed with the City
151 Clerk within ten (10) days of its issuance.

152
153 8.01.050 Approval of construction plans and layout – Burial grounds
154

155 (a) Before commencing the improvement of any land or the building, construction, or
156 erection of any roads, paths, fences, gates, markers or other man-made item for the purpose
157 of establishing or building a new burial ground or cemetery, or expanding one previously in
158 existence but not on file with the city, the agency seeking to undertake the improvement or
159 construction shall make and file plans compliant with this chapter with the city clerk, and
160 secure the approval of the city. Before the approval shall be granted, the Inspector of
161 Buildings shall be satisfied that the proposed new cemetery or burial ground or any
162 alterations or additions to an old structure for that purpose, shall be built in accordance with
163 the standards set forth in the Code of Ordinances, and shall comply with any further
164 requirements as to perpetual care and maintenance provided by this chapter. The city shall
165 have supervisory control over the construction.
166

167 (b) Plan requirements. Any plan filed to satisfy subsection (a) of this Section shall contain at
168 least the following minimum information:

169 (1) Any application for the establishment of a cemetery or for the establishment of an
170 extension to an existing cemetery shall set forth the name and post office address of the
171 owner of the land, the part or parts thereof to be used for burial purposes, and the part or
172 parts thereof to be used for screening purposes, and such other information as may be
173 helpful to the zoning board of review in its consideration of the application. Such
174 applicant shall pay to the zoning board of review a sum sufficient to pay for the cost of
175 advertising the application; and

176 (2) Detailed site plans drawn to scale by a licensed professional registered land surveyor or
177 professional engineer as applicable, at a minimum scale of 1":40', showing the
178 boundaries of the property in question, existing topographical contour intervals of no
179 more than two feet, a surveyed boundary of the cemetery and a setback area of no less
180 than 25'; and

181 (3) A plan denoting the locations and size of for burial places and the number and
182 arrangement of burial plots within each burial place, ash scattering areas, roads and
183 paths, buildings, and any other permanent fixtures, changes or improvements to the land;
184 and

185 (4) A plan for landscaping and the setting aside of part of the proposed area for screening
186 purposes; and

187 (5) A budget for the perpetual care fund proceeds to ensure sufficient operating cash flow to
ensure the cemetery does not fall into neglect.

9-21-07

189
190 8.01.060 Location of new cemeteries.
191

192 Before any permit to approve a new cemetery may be granted, the agency sponsoring the new
193 cemetery under Sections 8.01.030 and 8.01.040 of this chapter must file a petition with the city
194 council and after hearing thereon the city council must vote to approve the location and boundaries
195 of such cemetery. While considering the petition, the city council shall give due consideration to
196 the size and suitability of the location, the density of building on surrounding properties, any health
197 and safety plans formulated by the agency proposing the cemetery, traffic concerns surrounding the
198 property, the availability of cemetery lots within cemeteries already in operation elsewhere in the
199 city, the nature of the agency as profit, not-for-profit, religious, public or otherwise, the history of
200 the agency in managing other cemeteries, and any other factors deemed to be of import by the city
201 council. Any reports, recommendations, changes, amendments or approvals made by the Inspector
202 of Buildings or as a result of discussions with the Department of Building Inspection shall be
203 considered by the City Council.
204

205 8.01.070 Requirements for perpetual care of cemeteries and mausoleums
206

207 (a) The proceeds from the sales of crypts, niches, or any space in a mausoleum, shall be used
208 for the repayment of loans for the purpose of construction thereof with reasonable interest
209 on the loans and for the construction, maintenance, and perpetual care of the structure, and
210 may not be divided among any persons as profits. Such restrictions shall not relate to
211 services for interment, preparation of a site, or other services and/or charges.
212

213 (b) The sale of cemetery lots or plots, or the sale of crypts or niches in a community
214 mausoleum, or niches in a columbarium, crematory, or any other similar structure, for
215 speculative purposes, or upon the promise, representation, or inducement to the purchaser
216 that the structure may be resold at a financial profit, is prohibited.
217

218 (c) All funds paid to or held by an agency for the purpose of funding the perpetual care of
219 cemetery lots, crypts, or niches shall be maintained in a separate perpetual care fund, and
220 shall not be commingled with any other funds of the agency.

221 (d) Not less than twenty percent (20%) of the sale price of a cemetery lot, crypt, or niche
222 sold with perpetual care shall be deposited by the agency in the perpetual care fund.
223

224 (e) All private cemeteries which are not considered abandoned cemeteries shall on an annual
225 basis on or before July 1 submit a filing with the City Clerk of the financial condition and
226 status of the cemetery. The statement shall contain:
227

228 (1) a listing of the monies held in the account as of the date of the statement, the
229 revenues and expenses for the year; and

230 (2) a budget for the following twelve (12) months; and

231 (3) the enumeration of the number of burial plots or niches remaining available for sale;
232 and

233 (4) a certification by the person making the filing that the cemetery:

234 (i) shall remain active for the next twelve-month period;

235 (ii) that there are no notices of violation by the building or housing departments;
and

9-21-07

(iii) that the cemetery is not a defendant in a municipal court, district court, superior court or supreme court proceeding.

(f) The City Clerk shall review such filings and provide notice to the City Council and the Mayor of any cemetery that required to file under this Section whose disclosure indicates that: (1) there will be insufficient revenues to meet budgeted expenses, (2) who has less than twenty-five (25) plots or niches, as applicable, remaining available for sale, (3) fails to make the certification required in subsection (a) that the cemetery will remain active for the next twelve (12) months; or (4) had received a notice of violation or is a defendant in any matter pending in any of the applicable courts.

(g) The purposes of the disclosure in subsection (e) is to ensure that the health and safety of people entering the cemetery is maintained by ensuring that perpetual care funds are sufficient to ensure maintenance and the avoidance of neglect or risk that the cemetery will become abandoned.

8.01.080 Records of Disposition

Agencies are responsible for the proper maintenance of all records of disposition of human remains, and all burials shall be accompanied with appropriate records or combination of records giving location and name of deceased, date of burial, record of property owner, and a geographic schematic indicating the specific location of final disposition. The agencies have the ability to cross reference this material as the agencies deem necessary as long as the records ensure the accuracy and quality control of the location and name of the deceased. No less than annually, agencies shall file this information annually with the City Clerk and a summary filing may be made that contains the information required by this Section.

8.01.090 Scattering of Ashes

(a) The scattering of cremated human remains within a cemetery shall be prohibited except within a specific area designated for that purpose.

(b) Nothing in this section shall be construed to require a cemetery to authorize the scattering of ashes when that practice is contrary to the regulations of the agency or the religious beliefs of the agency associated with the cemetery.

8.01.100 Exemptions

(a) The following cemeteries and/or agencies shall be exempt from the provisions of Sections 8.01.070 (e)(1) through (3) of this chapter:

- (1) Religious and ecclesiastical societies who maintain burial grounds;
- (2) The Cranston Historical Cemeteries Commission;
- (3) Public cemeteries;
- (4) Abandoned cemeteries;
- (5) An active building used in regular and active religious celebrations or ceremonies maintaining a crypt, vault or burial plot within the confines of the building.

9-21-07

- (b) Any agency claiming an exemption under section (a)(1) shall be required to:
- i. file a one-time statement of exemption with the City Clerk stating the legal name of the entity, contact information for the entity; registered agent for service; date the exemption was granted by the Internal Revenue Service; proof of the exemption from the Internal Revenue Service; the assessor's plat(s) and lot(s) that would otherwise be subject to this chapter along with appropriate contact information for the entity; and
 - ii. annually file any IRS Form 990, IRS Form 990-EZ, IRS Form 990-N, IRS Form 990-T, IRS Form 990-W, IRS form 1096 and/or any other form required to be filed by the entity within ninety (90) days of filing with the Internal Revenue Service except for forms solely related to employment and payments to independent contractors such as IRS Forms W-2, W-3 and/or 1099; and
 - iii. file any certification required by Section 8.01.070 (e)(4).

8.01.110 Remedy for Violations

- (a) The City shall have the authority to take all appropriate legal action to ensure enforcement of the obligations under this Chapter.
- (b) Any person, member of a firm, or any officer or director of a corporation, failing to comply with any of the provisions of this chapter, upon each and every conviction of any of the provisions of this chapter, shall be fined not less than one hundred dollars (\$100) nor more than five hundred dollars (\$500) or by imprisonment for not less than sixty (60) days nor more than six (6) months, or by both fine and imprisonment.
- (c) Upon an order of the municipal court, the district court, the superior court, the supreme court, or another court of competent jurisdiction pursuant to any finding of a violation of this chapter or of any other ordinance, the court may order that in addition to the provision of 8.01.050(d) the agency shall be required to place up to fifty percent of the (50%) of the sale price of a cemetery lot, crypt, or niche sold into the registry of the court until the amount of any order or judgment is satisfied and to file reports of all sales, internments or other dispositions of final remains in the care of the agency on a periodic basis along with the standard court costs imposed for violations of zoning ordinances.

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

Positive Endorsement:

Negative Endorsement: (Attach reasons)

City Solicitor

Date

City Solicitor

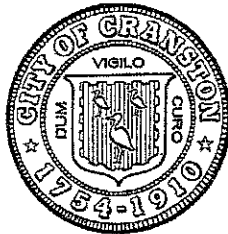
Date

Christopher Rawson, Asst. City Solicitor

Sponsored by Councilwoman Vargas and Council President Paplauskas

Referred to Ordinance Committee October 14, 2021

Hon. Christopher G. Paplauskas
Council President



*Cranston Redistricting Commission
City Hall
869 Park Ave., Room 100
Cranston, RI 02910-2786*

Randall A. Jackvony
Chairperson

Gary J. Vierra
Member

Quilcia I. Moronta
Member

Oct. 19, 2021

Re: Council Redistricting Status Report

Dear Honorable Members of the Cranston City Council:

The Cranston Redistricting Commission was created by the City Council on March 22, 2021, for the purpose of reviewing 2020 Census data and preparing a draft redistricting plan for the Council's consideration that complies with the City Charter, applicable state and federal law, and legal precedent. Since its creation, the Commission has held five public meetings – including two advertised public hearings – related to this mission, and established an interactive redistricting portal on the city website.

Over the summer, the Commission solicited public feedback and drafted a neighborhood map of the city for use in redistricting, in order to comply with new Charter provisions to respect neighborhood boundaries and communities of interest in the redistricting process. Since August, the Commission has been reviewing 2020 Census data, and, using the new neighborhood map as a guide, completed its first draft map, "Scenario A1," which was recently presented at a public hearing for comment on Oct. 6.

With preliminary work now complete, the Commission will continue to accept public comment and map scenario ideas while monitoring activities at the state level, which may have significant impacts on future draft map scenarios. The Rhode Island Special Commission on Reapportionment is meeting weekly, and is expected to have its own draft maps of state districts available next month. In January 2022, the full General Assembly will review those maps, and is expected to vote on them before the February recess. At that time, the Cranston Redistricting Commission must quickly complete its final written report and draft maps to present to the City Council, so the Council itself can review, receive public feedback on, and approve a final map by the end of April. The final map, as an ordinance, is also subject to approval by the Mayor, and, procedurally, will be ratified by an Act of the General Assembly in May, ahead of June candidate declarations. The timeline for this process is particularly tight.

The attached maps, 2020 Census data, and reports serve to better explain the work undertaken by the Commission to date, and detail some of the rationale used in developing the Scenario A1 draft map thus far. If you have any questions, please do not hesitate to reach out at any time.

Very truly yours,

Nicholas J. Lima
Registrar / Director of Elections
On Behalf of the Cranston Redistricting Commission

Redistricting Population Targets

Total Population 2020	82,934
Min Population	13,131
Target Population	13,822
Max Population	14,513
Population Deviation	691

Population Change 2010 to 2020

2012 Ward	2020 Population	2010 Population	Change	% Change
Ward 1	14,565	13,469	1,096	8.1%
Ward 2	13,813	13,272	541	4.1%
Ward 3	13,801	13,171	630	4.8%
Ward 4	13,314	13,016	298	2.3%
Ward 5	14,295	13,817	478	3.5%
Ward 6	13,146	13,642	(496)	-3.6%
Total	82,934	80,387	2,547	3.2%

Existing Wards with 2020 Population Data

2012 Ward	2020 Population	Deviation from Target
Ward 1	14,565	743
Ward 2	13,813	(9)
Ward 3	13,801	(21)
Ward 4	13,314	(508)
Ward 5	14,295	473
Ward 6	13,146	(676)
Total	82,934	

Population Change by Tract 2010-2020

<u>Tract Name</u>	<u>2020</u>	<u>2010</u>	<u>Population</u>	<u>% Change</u>
	<u>Population</u>	<u>Population</u>	<u>Change</u>	
134	3,992	3,868	124	3.2
135	5,378	4,700	678	14.4
136	3,068	2,973	95	3.2
137.01	4,492	4,138	354	8.6
137.02	2,851	2,799	52	1.9
138	4,950	4,768	182	3.8
139	3,166	2,992	174	5.8
140	5,982	5,772	210	3.6
141	5,304	5,052	252	5.0
142	4,757	5,715	-958	-16.8
143	4,984	4,716	268	5.7
144	3,859	3,693	166	4.5
145.01	5,134	5,179	-45	-0.9
145.02	4,269	4,096	173	4.2
146	7,170	6,991	179	2.6
147	7,833	7,344	489	6.7
148	5,745	5,591	154	2.8
Total	82,934	80,387	2,547	3.2 %

Hispanic or Latino Origin Total Population

2020					2010				2010 to 2020 Change	
Tract	Total Population 2020	Hispanic or Latino 2020	Not Hispanic or Latino 2020	Hispanic or Latino (%) 2020	Total Population 2010	Hispanic or Latino 2010	Not Hispanic or Latino 2010	Hispanic or Latino (%) 2010	Hispanic or Latino 2010 to 2020	Hispanic or Latino 2010 to 2020 (% Change)
	P0020001	P0020002	P0020003		P0020001	P0020002	P0020003			
134	3,992	378	3,614	9.5 %	3,868	235	3,633	6.1 %	143	60.9 %
135	5,378	1,427	3,951	26.5 %	4,700	773	3,927	16.4 %	654	84.6 %
136	3,068	729	2,339	23.8 %	2,973	409	2,564	13.8 %	320	78.2 %
137.01	4,492	1,194	3,298	26.6 %	4,138	684	3,454	16.5 %	510	74.6 %
137.02	2,851	518	2,333	18.2 %	2,799	286	2,513	10.2 %	232	81.1 %
138	4,950	716	4,234	14.5 %	4,768	386	4,382	8.1 %	330	85.5 %
139	3,166	362	2,804	11.4 %	2,992	186	2,806	6.2 %	176	94.6 %
140	5,982	1,340	4,642	22.4 %	5,772	686	5,086	11.9 %	654	95.3 %
141	5,304	2,518	2,786	47.5 %	5,052	1,553	3,499	30.7 %	965	62.1 %
142	4,757	936	3,821	19.7 %	5,715	855	4,860	15.0 %	81	9.5 %
143	4,984	382	4,602	7.7 %	4,716	164	4,552	3.5 %	218	132.9 %
144	3,859	264	3,595	6.8 %	3,693	96	3,597	2.6 %	168	175.0 %
145.01	5,134	177	4,957	3.4 %	5,179	98	5,081	1.9 %	79	80.6 %
145.02	4,269	340	3,929	8.0 %	4,096	153	3,943	3.7 %	187	122.2 %
146	7,170	361	6,809	5.0 %	6,991	183	6,808	2.6 %	178	97.3 %
147	7,833	2,843	4,990	36.3 %	7,344	1,601	5,743	21.8 %	1,242	77.6 %
148	5,745	582	5,163	10.1 %	5,591	361	5,230	6.5 %	221	61.2 %
Total	82,934	15,067	67,867	18.2 %	80,387	8,709	71,678	10.8 %	6,358	73.0 % Increase

Group Quarters

2020												2010											
Tract Name	Population in Group Quarters P0050001	Institutionalized Population P0050002	Correctional Facilities (Adult) P0050003	Juvenile Facilities P0050004	Nursing Homes P0050005	Skilled Nursing Institutions P0050006	Non-Institutionalized Population P0050007	College/University Students P0050008	Military Quarters P0050009	Other Non-Institutional P0050010	Population in Group Quarters P0050012	Institutionalized Population P0050013	Correctional Facilities (Adult) P0050014	Juvenile Facilities P0050015	Nursing/ Skilled Nursing P0050016	Other Institutions P0050017	Non-Institutionalized Population P0050018	College/ University Housing P0050019	Military Quarters P0050020	Other Non-Institutional P0050021			
134	71	71	0	0	0	71	0	0	0	0	71	71	0	0	71	0	0	0	0	0			
135	581	0	0	0	0	0	581	587	0	14	366	0	0	0	0	0	366	363	0	0			
136	4	0	0	0	0	0	4	0	0	4	9	0	0	0	0	0	9	0	0	0			
137.01	6	0	0	0	0	0	6	0	0	6	8	0	0	8	0	0	0	0	0	0			
137.02	10	0	0	0	0	0	10	0	0	10	10	0	0	0	0	0	10	0	0	10			
138	0	0	0	0	0	0	0	0	0	0	3	0	0	0	0	0	3	0	0	0			
139	18	0	0	0	0	0	18	0	0	18	16	0	0	0	0	0	16	0	0	16			
140	11	0	0	0	0	0	11	0	0	11	2	0	0	0	0	0	2	0	0	2			
141	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
142	1669	2587	2442	32	0	0	113	82	0	0	3759	3756	3433	148	0	180	43	0	0	43			
143	8	0	0	0	0	0	8	0	0	8	0	0	0	0	0	0	0	0	0	0			
144	28	0	0	0	0	0	28	0	0	28	33	16	0	16	0	0	17	0	0	17			
145.01	12	0	0	0	0	0	12	0	0	12	17	0	0	0	0	0	17	0	0	17			
145.02	14	0	0	0	0	0	14	0	0	14	6	0	0	0	0	0	6	0	0	6			
146	97	39	0	0	0	39	0	18	0	0	18	56	40	0	40	0	16	0	0	16			
147	25	0	0	0	0	0	25	0	0	25	17	0	0	0	0	0	17	0	0	17			
148	150	137	0	0	0	137	0	13	0	0	116	113	0	0	113	0	3	0	0	3			
Total	3,628	2,634	2,442	32	247	113	834	587	-	167	4,523	4,004	3,433	167	224	180	519	363	-	156			
Diff 2010 to 2020	(895)	(1,170)	(991)	(135)	23	(57)	215	204	-	111													
% Difference	-24.90	-32.22	-26.87	-40.84	10.27	-97.22	60.69	56.20	#DIV/0!	71.15													

Adult Correctional Facilities

Tract Name	Correctional Facilities (Adult) 2020		Correctional Facilities (Adult) 2010		Population Change	% Change
	P0050003	P0050009	P0050003	P0050009		
134	0	0	0	0	0	%
135	0	0	0	0	0	%
136	0	0	0	0	0	%
137.01	0	0	0	0	0	%
137.02	0	0	0	0	0	%
138	0	0	0	0	0	%
139	0	0	0	0	0	%
140	0	0	0	0	0	%
141	0	0	0	0	0	%
142	3442	3433	2587	2442	855	25.3
143	0	0	0	0	0	%
144	0	0	0	0	0	%
145.01	0	0	0	0	0	%
145.02	0	0	0	0	0	%
146	0	0	0	0	0	%
147	0	0	0	0	0	%
148	0	0	0	0	0	%

Population Comparison 2010 vs 2020 Census

Total	Total Population				Population of One Race				Population of Two or More Races			
	2020	2010	Population Change 2010 to 2020	Percent Change 2010 to 2020	2020	2010	Population Change 2010 to 2020	Percent Change 2010 to 2020	2020	2010	Population Change 2010 to 2020	Percent Change 2010 to 2020
134	3,592	3,868	124	3.2 %	3,633	3,749	(114)	(3.0) %	357	115	238	200.0 %
135	5,278	4,702	578	14.4 %	4,745	4,504	241	5.4 %	633	196	437	223.0 %
136	3,068	2,973	95	3.2 %	2,738	2,836	(97)	(3.4) %	329	137	192	140.1 %
137.01	4,492	4,138	354	8.6 %	3,938	4,002	(64)	(1.6) %	554	136	418	307.4 %
137.02	2,851	2,799	52	1.9 %	2,507	2,711	(204)	(7.5) %	344	88	256	290.9 %
138	4,950	4,768	182	3.8 %	4,465	4,607	(142)	(3.1) %	485	161	324	201.2 %
139	3,155	2,992	174	5.8 %	2,953	2,820	133	4.7 %	213	72	141	195.8 %
140	5,882	5,772	110	1.9 %	5,384	5,598	(214)	(3.8) %	598	179	419	234.1 %
141	5,304	5,652	(348)	(6.2) %	4,608	4,741	(133)	(2.8) %	696	311	385	123.8 %
142	4,757	5,715	(958)	(16.8) %	4,615	5,872	(1,057)	(18.6) %	142	48	99	208.2 %
143	4,884	4,716	168	3.6 %	4,679	4,657	22	0.5 %	305	59	246	416.9 %
144	3,859	3,693	166	4.5 %	3,654	3,651	3	0.1 %	205	42	163	388.1 %
145.01	5,134	5,179	(45)	(0.9) %	4,952	5,133	(181)	(3.5) %	182	46	136	295.7 %
145.02	4,269	4,096	173	4.2 %	3,959	4,029	(69)	(1.7) %	309	67	232	347.2 %
146	7,170	6,991	179	2.6 %	6,775	6,884	(109)	(1.6) %	395	107	288	269.2 %
147	7,893	7,344	549	7.5 %	6,778	7,052	(273)	(3.9) %	1,055	291	764	262.5 %
148	5,745	5,592	154	2.8 %	5,412	5,503	(91)	(1.7) %	333	88	245	278.4 %
Total	82,934	80,387	2,547	3.2 %	75,808	78,245	(2,437)	(3.1) %	7,126	2,142	4,984	232.7 %

Total	White alone				Black or African American alone				Population of One Race				Asian alone				Native Hawaiian & Other Pacific Islander alone				Some Other Race alone			
	2020	2010	Population Change 2010 to 2020	Percent Change 2010 to 2020	2020	2010	Population Change 2010 to 2020	Percent Change 2010 to 2020	2020	2010	Population Change 2010 to 2020	Percent Change 2010 to 2020	2020	2010	Population Change 2010 to 2020	Percent Change 2010 to 2020	2020	2010	Population Change 2010 to 2020	Percent Change 2010 to 2020	2020	2010	Population Change 2010 to 2020	Percent Change 2010 to 2020
134	3,194	3,455	(261)	(7.6) %	169	82	87	105.1 %	17	15	2	6.3 %	109	88	21	23.9 %	3	2	1	50.0 %	143	106	37	34.9 %
135	2,965	3,364	(399)	(11.9) %	479	460	19	4.1 %	32	30	2	6.7 %	481	298	185	62.5 %	4	1	3	300.0 %	784	353	431	122.1 %
136	1,773	2,224	(451)	(20.3) %	229	238	(9)	(3.8) %	18	9	9	100.0 %	263	214	49	22.9 %	-	-	-	#DIV/0!	456	151	305	202.0 %
137.01	2,398	3,069	(671)	(21.9) %	375	300	75	25.0 %	26	25	1	4.0 %	477	329	148	45.0 %	5	-	5	#DIV/0!	657	278	379	136.3 %
137.02	1,892	2,258	(424)	(18.8) %	178	108	70	64.8 %	12	16	(4)	(25.0) %	285	209	76	36.4 %	1	-	1	#DIV/0!	249	122	127	104.1 %
138	5,401	4,065	(1,336)	(32.9) %	232	188	44	23.4 %	39	13	26	200.0 %	361	213	148	69.5 %	5	-	5	#DIV/0!	337	126	211	167.4 %
139	2,499	2,658	(159)	(6.0) %	60	65	(5)	(7.7) %	6	1	5	500.0 %	214	208	6	2.9 %	1	-	1	#DIV/0!	777	276	501	181.5 %
140	3,522	4,598	(1,076)	(23.4) %	356	284	72	25.3 %	34	16	18	112.5 %	691	458	233	50.9 %	4	1	3	300.0 %	1,503	658	845	128.4 %
141	1,971	3,000	(1,029)	(34.3) %	484	425	59	13.9 %	39	25	14	56.0 %	555	510	45	8.8 %	(23)	(100.0) %	(23)	(100.0) %	741	514	227	44.2 %
142	2,842	3,856	(1,014)	(26.3) %	739	1,121	(382)	(33.9) %	33	31	2	6.5 %	416	236	180	76.3 %	8	-	8	#DIV/0!	127	61	66	108.2 %
143	5,676	4,273	(1,403)	(32.8) %	130	65	65	100.0 %	16	2	14	700.0 %	151	87	64	73.6 %	2	-	2	#DIV/0!	84	30	54	180.0 %
144	3,334	3,408	(74)	(2.2) %	51	59	(8)	(13.6) %	22	7	15	214.3 %	189	139	50	35.9 %	-	-	-	#DIV/0!	94	22	72	327.3 %
145.01	4,561	4,921	(360)	(7.3) %	82	44	38	86.4 %	12	7	5	71.4 %	64	44	20	45.5 %	-	-	-	#DIV/0!	160	40	120	300.0 %
145.02	3,588	3,870	(282)	(7.3) %	113	52	61	117.3 %	14	7	7	100.0 %	422	261	161	61.7 %	-	-	-	#DIV/0!	149	63	86	136.5 %
146	6,100	6,482	(382)	(5.9) %	92	78	14	17.9 %	12	-	12	#DIV/0!	548	452	96	21.2 %	6	12	(6)	(50.0) %	1,564	728	836	114.8 %
147	9,390	9,328	62	0.7 %	178	136	42	30.9 %	31	17	14	82.4 %	408	244	164	67.2 %	3	5	(2)	(40.0) %	278	130	148	113.8 %
148	4,914	4,871	43	0.9 %	457	427	30	7.0 %	485	256	229	89.5 %	5,799	4,156	1,643	39.5 %	45	51	(6)	(11.8) %	8,282	3,698	4,584	124.0 %
Total	56,514	65,858	(9,344)	(14.2) %	4,683	4,226	457	10.8 %	485	256	229	89.5 %	5,799	4,156	1,643	39.5 %	45	51	(6)	(11.8) %	8,282	3,698	4,584	124.0 %

City of Cranston Ward and Precinct Redistricting 2020
Population Distribution for Plan 2012

Report Page 7 of 28
Target Population per Ward: 13,822 +/- 691
Target Voters per Precinct: 1000 - 3000

Note: Total Population values shown in RED violate the approved Target Population and Allowable Deviation limits.
Voter counts shown in RED are outside the approved range of Target Voters per Precinct.

Ward & District	State Rep.	State Senate	Congr.	Total Population	Deviation from Target Population	Voters —— Minimum # Precincts	Running Total - Reqd Precincts	Pop. Over 18	Race								Hispanic or Latino Any Race
									One Race	White	Black/ African American	American Indian/ Alaska Native	Asian	Native Hawaiian/ Other Pacific Islander	Some Other Race Alone	Two Or More Races	
Ward 1				14,565	743	10,328 (3,44) 4	4	11,731	12,977	9,060	1,076	78	1,045	8	1,710	1,588	3,150
1	1			5,015		3,094		4,068	4,425	2,760	441	27	465	4	728	590	1,321
1	2			2,490		2,111		2,066	2,282	2,051	91	6	61	1	72	208	198
1	3			1,502		1,158		1,226	1,353	1,143	78	11	48	2	71	149	180
1	4			951		624		748	828	455	68	6	153	0	146	123	229
1	5			4,607		3,341		3,623	4,089	2,651	398	28	318	1	693	518	1,222
Ward 2				13,813	(9)	9,960 (3,32) 4	8	11,038	12,351	8,557	896	93	1,341	11	1,453	1,462	2,678
2	1			864		585		676	771	474	91	6	87	0	113	93	208
2	2			3,419		2,549		2,745	3,087	1,999	208	23	441	0	416	332	663
2	3			1,358		945		1,077	1,180	844	128	4	72	1	131	178	289
2	4			3,115		2,026		2,442	2,773	1,688	238	20	365	5	457	342	798
2	5			2,976		2,274		2,396	2,678	2,084	135	28	219	4	208	298	460
2	6			2,081		1,581		1,702	1,862	1,468	96	12	157	1	128	219	260

City of Cranston Ward and Precinct Redistricting 2020
Population Distribution for Plan 2012

Target Population per Ward: 13,822 +/- 691
Target Voters per Precinct: 1000 - 3000

Note: Total Population values shown in RED violate the approved Target Population and Allowable Deviation limits.
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Ward & District	State Rep.	State Senate	Congr.	Total Population	Deviation from Target Population	Voters ----- Minimum # Precincts	Running Total - Reqd Precincts	Pop. Over 18	Race								Two Or More Races	Hispanic or Latino Any Race
									One Race	White	Black/ African American	One Race American Indian/ Alaska Native	Asian	Native Hawaiian/ Other Pacific Islander	Some Other Race Alone			
Ward 3				13,801	(21)	8,553 (2,85) 3	11	10,522	11,992	6,279	1,101	154	1,298	5	3,155	1,809	5,506	
3 1				5,189		2,877		3,943	4,460	1,747	425	96	452	0	1,740	729	2,823	
3 2				3,908		2,434		2,961	3,358	1,734	362	35	376	2	849	550	1,583	
3 3				990		649		733	874	478	99	6	110	0	181	116	314	
3 4				1,386		1,106		1,126	1,260	1,026	54	2	102	3	73	126	149	
3 5				2,328		1,487		1,759	2,040	1,294	161	15	258	0	312	288	637	
Ward 4				13,314	(508)	11,138 (3,77) 4	15	10,559	12,662	11,512	217	26	631	0	276	652	632	
4 1				4,307		3,477		3,367	4,104	3,685	55	12	244	0	108	203	204	
4 2				2,929		2,578		2,338	2,827	2,626	50	7	93	0	51	102	99	
4 3				2,729		2,386		2,153	2,591	2,414	31	2	109	0	35	138	113	
4 4				3,349		2,697		2,701	3,140	2,787	81	5	185	0	82	209	216	
Ward 5				14,295	473	10,742 (3,58) 4	19	11,953	13,317	11,297	453	67	833	11	656	978	1,450	
5 1				3,551		2,616		2,962	3,361	2,767	90	13	299	2	190	190	361	
5 2				2,314		1,573		1,868	2,062	1,673	117	16	58	4	194	252	418	
5 3				3,041		2,314		2,627	2,865	2,522	105	20	136	1	81	176	231	
5 4				2,874		2,261		2,395	2,677	2,405	71	11	78	0	112	197	228	
5 5				2,515		1,978		2,101	2,352	1,930	70	7	262	4	79	163	212	

Note: Total Population values shown in RED violate the approved Target Population and Allowable Deviation limits.
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Ward & District	State Rep.	State Senate	Congr.	Total Population	Deviation from Target Population	Voters —— Minimum # Precincts	Running Total - Reqd Precincts	Pop. Over 18	Race								Two Or More Races	Hispanic or Latino Any Race
									One Race									
									One Race	White	Black/ African American	American Indian/ Alaska Native	Asian	Native Hawaiian/ Other Pacific Islander	Some Other Race Alone			
Ward 6				13,146	(676)	8,848		11,387	12,509	9,809	940	67	651	10	1,032	637	1,651	
						(295) 3	22											
6	1			759		619		616	712	637	13	6	39	2	15	47	52	
6	2			2,818		2,410		2,428	2,680	2,399	39	8	149	3	82	138	200	
6	3			2,888		2,318		2,419	2,679	2,263	51	6	197	1	161	209	339	
6	4			5,074		3,476		4,350	4,843	3,855	339	28	237	4	380	231	592	
6	5			1,209		25		1,177	1,201	511	354	12	18	0	306	8	365	
6	6			398		0		397	394	144	144	7	11	0	88	4	103	
Report Totals				82,934		59,569		67,190	75,808	56,514	4,683	485	5,799	45	8,282	7,126	15,067	

City of Cranston Ward and Precinct Redistricting 2020
Population Distribution for Plan A1

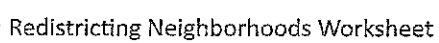
Report Page 10 of 28
Target Population per Ward: 13,822 +/- 691
Target Voters per Precinct: 1000 - 3000

Note: Total Population values shown in RED violate the approved Target Population and Allowable Deviation limits.
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Ward & District	State Rep.	State Senate	Congr.	Total Population	Deviation from Target Population	Voters Minimum # Precincts	Running Total - Reqd Precincts	Pop. Over 18	Race								Hispanic or Latino Any Race
									One Race	White	Black/ African American	American Indian/ Alaska Native	Asian	Native Hawaiian/ Other Pacific Islander	Some Other Race Alone	Two Or More Races	
Ward 1				13,625	(197)	9,736 (3,25) 4	4	11,028	12,146	8,522	1,003	77	962	8	1,574	1,479	2,885
1	1			4,809		2,999		3,893	4,237	2,620	425	32	427	4	729	572	1,316
1	2			3,433		2,825		2,875	3,136	2,728	151	6	118	1	132	297	331
1	3			3,610		2,658		2,862	3,236	2,291	237	28	278	2	400	374	700
1	4			1,773		1,254		1,398	1,537	883	190	11	139	1	313	236	538
Ward 2				14,245	423	10,349 (3,45) 4	8	11,380	12,708	9,154	824	79	1,255	14	1,382	1,537	2,663
2	1			4,535		2,916		3,522	4,012	2,510	350	23	495	5	629	523	1,144
2	2			2,573		2,055		2,089	2,349	1,906	99	24	157	2	161	224	302
2	3			3,786		2,861		3,069	3,365	2,533	230	19	292	4	287	421	648
2	4			3,351		2,517		2,700	2,982	2,205	145	13	311	3	305	369	569
Ward 3				14,098	276	8,584 (2,85) 3	11	10,720	12,274	6,051	1,243	168	1,449	2	3,361	1,824	5,773
3	1			4,490		2,580		3,431	3,896	1,584	362	91	465	0	1,394	594	2,329
3	2			2,556		1,740		1,992	2,293	1,321	259	15	325	0	373	263	611
3	3			3,351		2,145		2,521	2,898	1,665	273	27	384	1	548	453	1,087
3	4			3,701		2,119		2,776	3,187	1,481	349	35	275	1	1,046	514	1,746

Note: Total Population values shown in RED violate the approved Target Population and Allowable Deviation limits.
Voter counts shown in RED are outside the aproved range of Target Voters per Precinct.

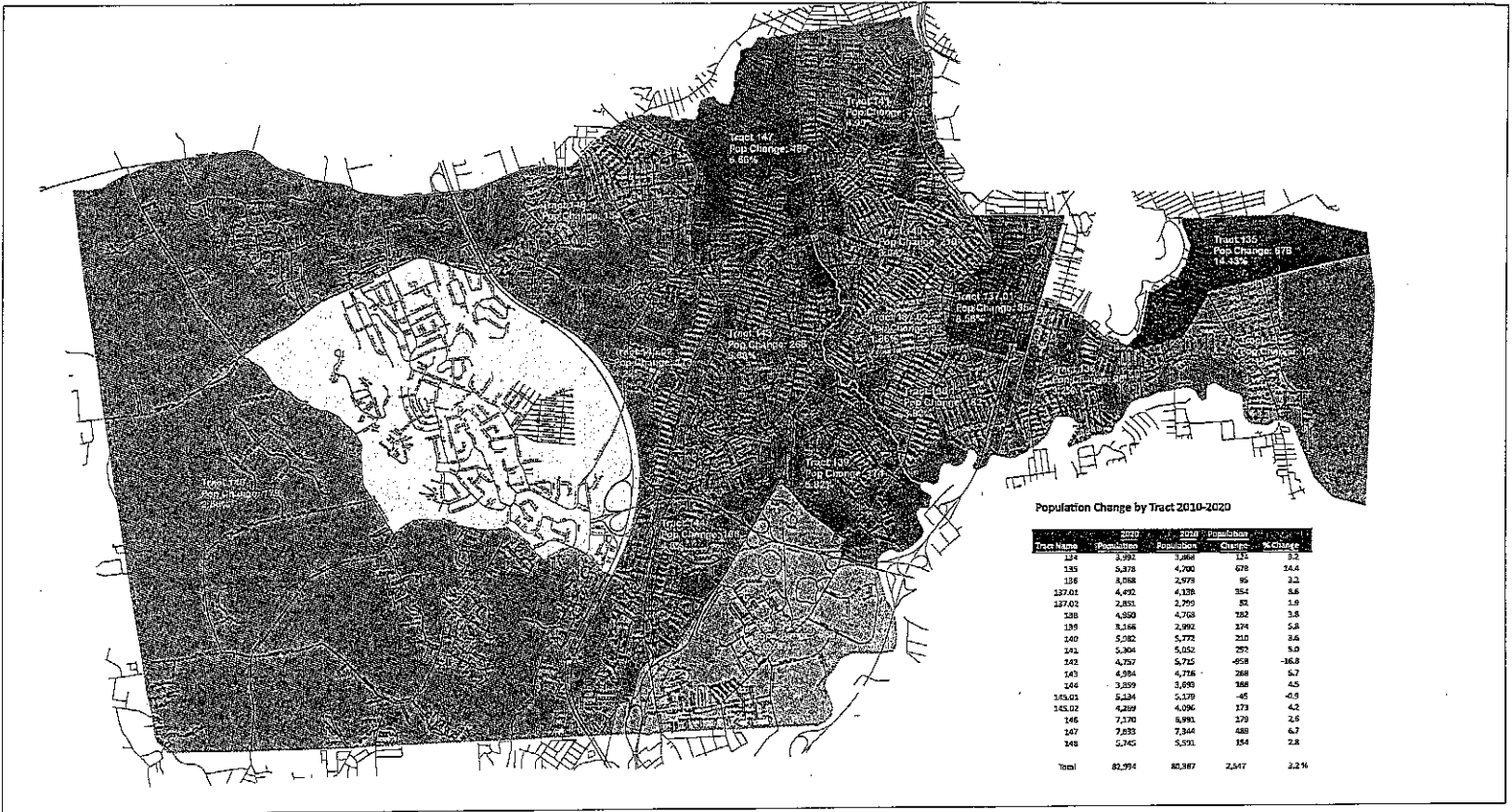
Ward & District	State Rep.	State Senate	Congr.	Total Population	Deviation from Target Population	Voters ----- Minimum # Precincts	Running Total - Reqd Precincts	Pop. Over 18	Race								Two Or More Races	Hispanic or Latino Any Race
									One Race									
									One Race	White	Black/ African American	American Indian/ Alaska Native	Asian	Native Hawaiian/ Other Pacific Islander	Some Other Race Alone			
Ward 4				13,491	(331)	11,156		10,690	12,845	11,526	240	24	779	0	276	646	626	
						(3.72) 4	15											
4 1				3,332		2,767		2,648	3,211	2,842	70	6	243	0	50	121	108	
4 2				3,258		2,643		2,619	3,050	2,710	85	4	170	0	81	208	219	
4 3				3,496		2,966		2,746	3,335	3,093	36	3	143	0	60	161	145	
4 4				3,405		2,780		2,677	3,249	2,881	49	11	223	0	85	156	154	
Ward 5				14,058	236	10,668		11,773	13,079	11,231	430	69	685	11	653	979	1,450	
						(3.56) 4	19											
5 1				4,118		2,789		3,423	3,725	3,055	194	35	177	5	259	393	608	
5 2				2,793		2,176		2,325	2,607	2,155	78	7	266	4	97	186	241	
5 3				3,464		2,775		2,925	3,256	2,955	80	14	88	0	119	208	252	
5 4				3,683		2,928		3,100	3,491	3,066	78	13	154	2	178	192	349	
Ward 6				13,417	(405)	9,076		11,599	12,756	10,030	943	68	669	10	1,036	661	1,670	
						(3.03) 4	23											
6 1				2,854		2,389		2,332	2,667	2,357	44	13	175	4	74	187	230	
6 2				4,770		1,845		4,401	4,597	2,780	801	32	194	2	788	173	1,022	
6 3				3,083		2,482		2,522	2,907	2,556	49	12	184	3	103	176	244	
6 4				2,710		2,360		2,344	2,585	2,337	49	11	116	1	71	125	174	
Report Totals				82,934		59,569		67,190	75,808	56,514	4,683	485	5,799	45	8,282	7,126	15,067	



Legend

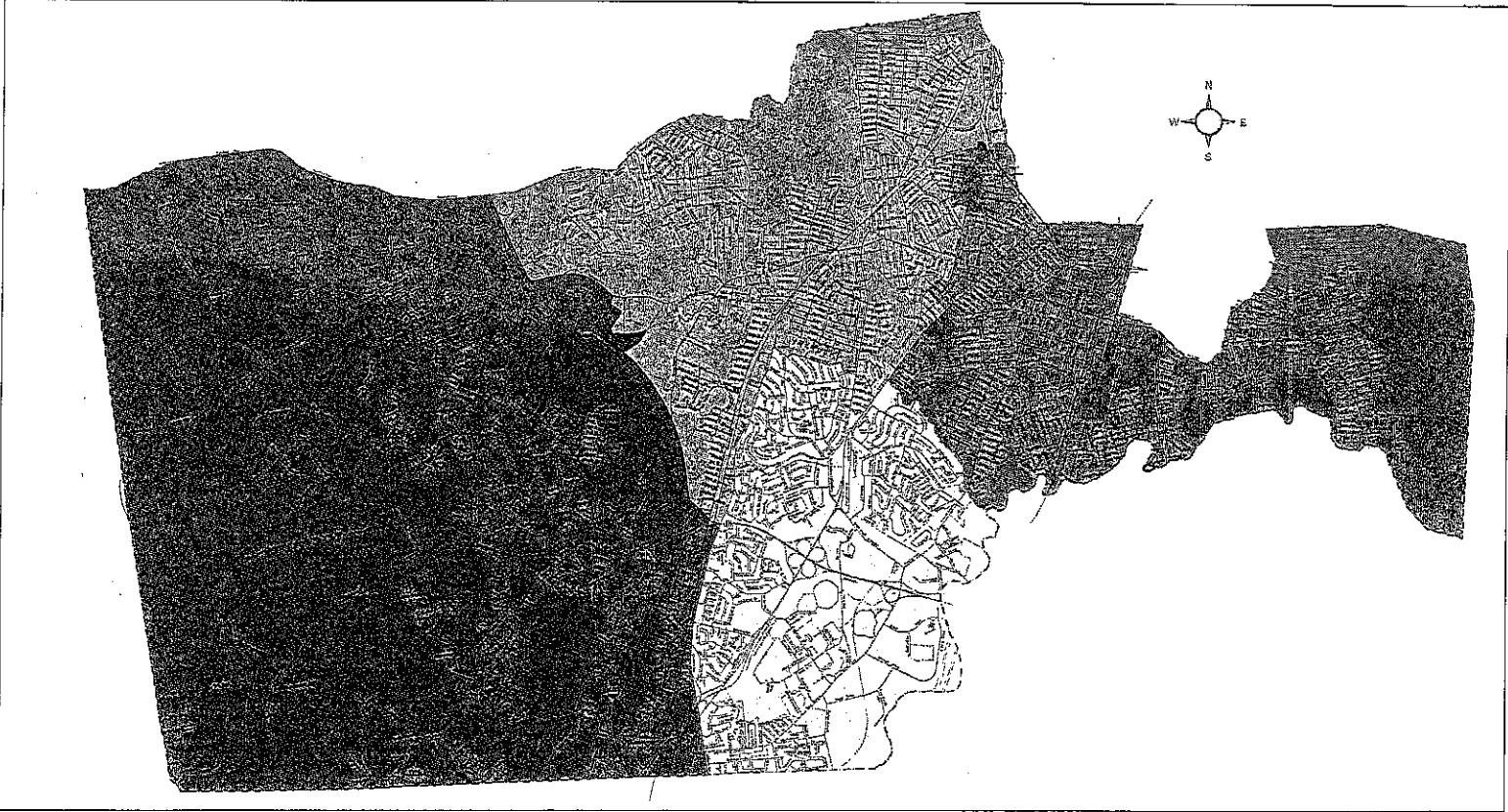
A horizontal number line with tick marks at 0, 0.5, 1, 1.5, and 2. The segment between 0 and 0.5 is shaded gray.

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Population Change by Tract 2010-2020

Tract Name	2010 Population	2020 Population	Population Change	% Change
134	3,392	3,368	-24	-0.7
135	5,378	4,700	-678	-12.6
136	3,058	2,973	-85	-2.8
137.01	4,492	4,128	-364	-8.1
137.02	2,851	2,759	-92	-3.2
138	4,950	4,708	-242	-4.9
139	3,168	2,892	-276	-8.7
140	5,382	5,772	390	7.3
141	5,304	5,052	-252	-4.7
142	4,757	5,715	958	20.1
143	4,354	4,716	362	8.3
144	3,239	3,595	356	11.0
145.01	5,234	5,179	-55	-1.1
145.02	4,259	4,096	-163	-3.8
146	7,170	6,991	-179	-2.5
147	7,533	7,344	-189	-2.5
148	5,745	5,591	-154	-2.7
Total	82,954	80,987	-1,967	-2.4%



Cranston Redistricting Plan - 2012

8/23/2021 10:01 AM

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Legend

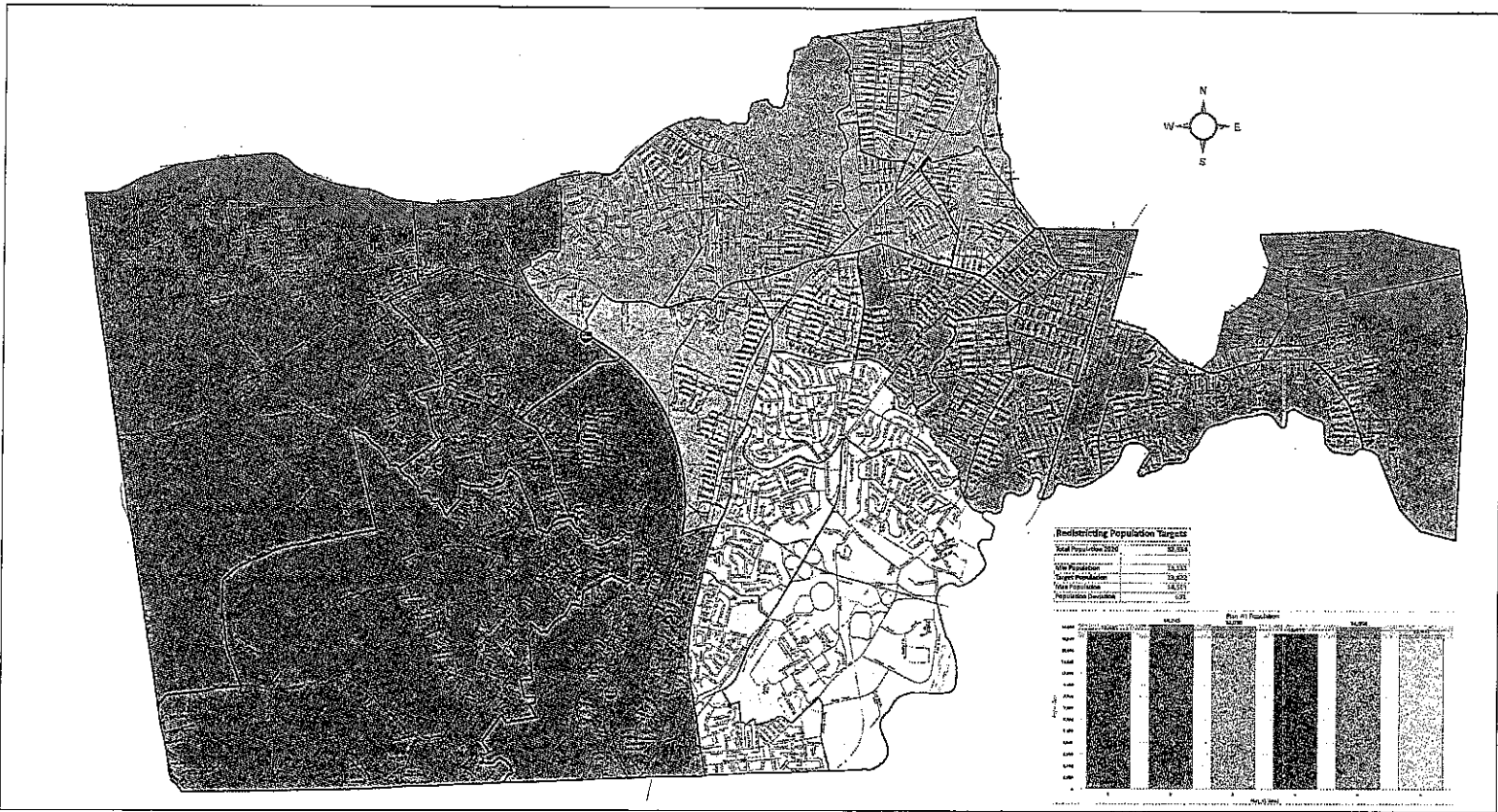
- Cranston
- Streets

Ward for Plan 2012

- 1
- 2
- 3
- 4
- 5

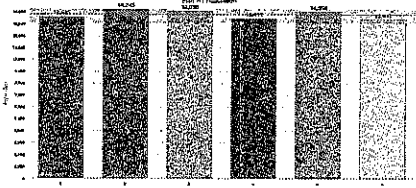
6

- UnAssigned
- <all other values>



Redistricting Population Targets

Total Population 2010	52,554
2010 Population	52,554
Target Population	78,082
2010 Population	52,554
Population Deviation	50%



Cranston Redistricting Plan - A1

9/13/2021 3:36 PM

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Legend

- Cranston
- Streets

Wards for Plan A1

- 1
- 2

3

4

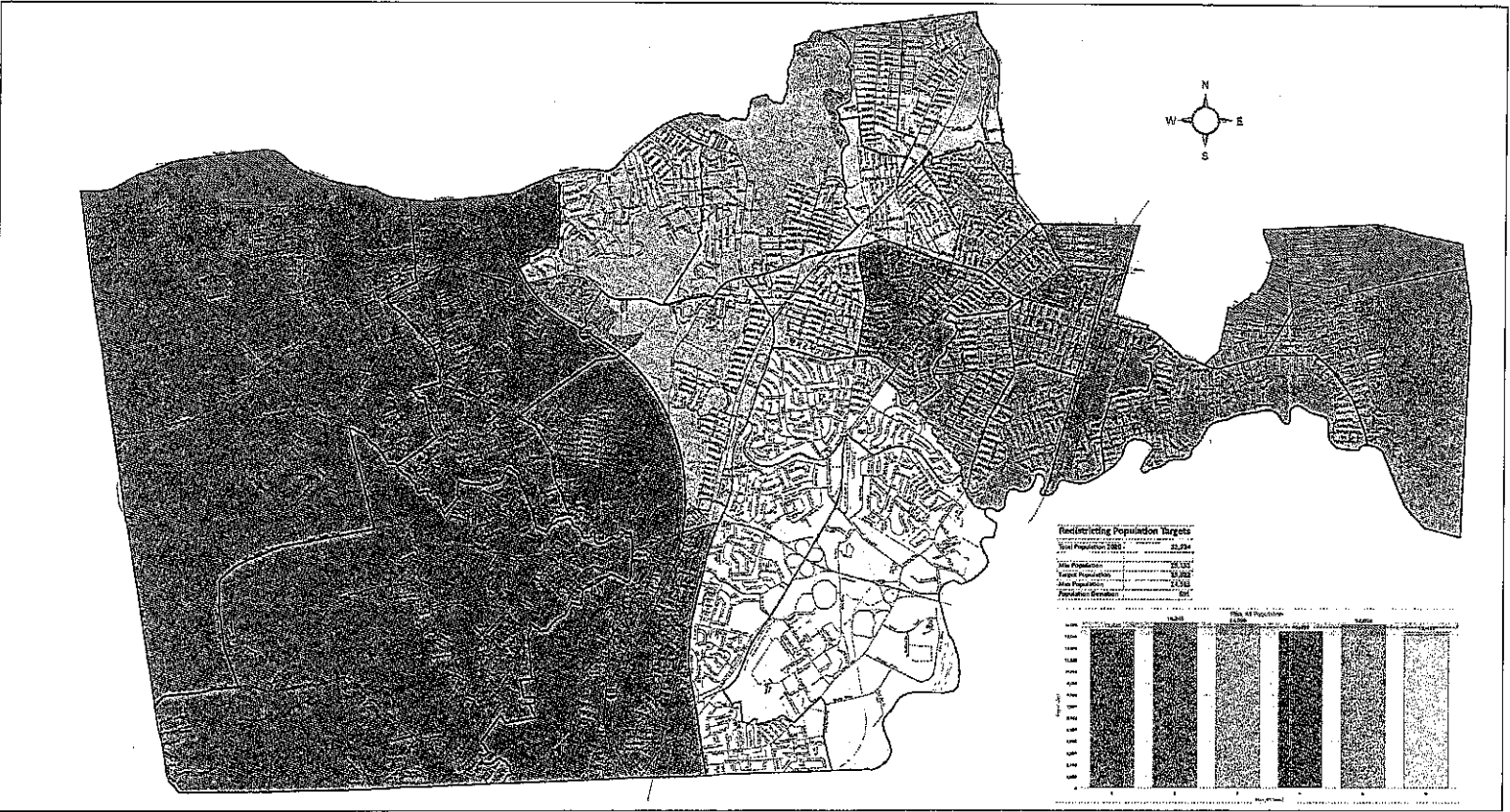
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6

Unassigned

<all other values>

Precincts for Plan A1



Cranston Redistricting Plan - A1

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Legend

- City of Cranston
- Streets

Wards for Plan A1

- 1
- 2

3

4

5

6

UnAssigned

<all other values>

Precincts for Plan A1

Comparison A1 vs 2012



Ward Changes Compared to 2012
Plan A1

Ward 2012	1	Population 2020	1021
Ward Plan A1	2	Voters*	647

*Note: Voter Counts Change Daily



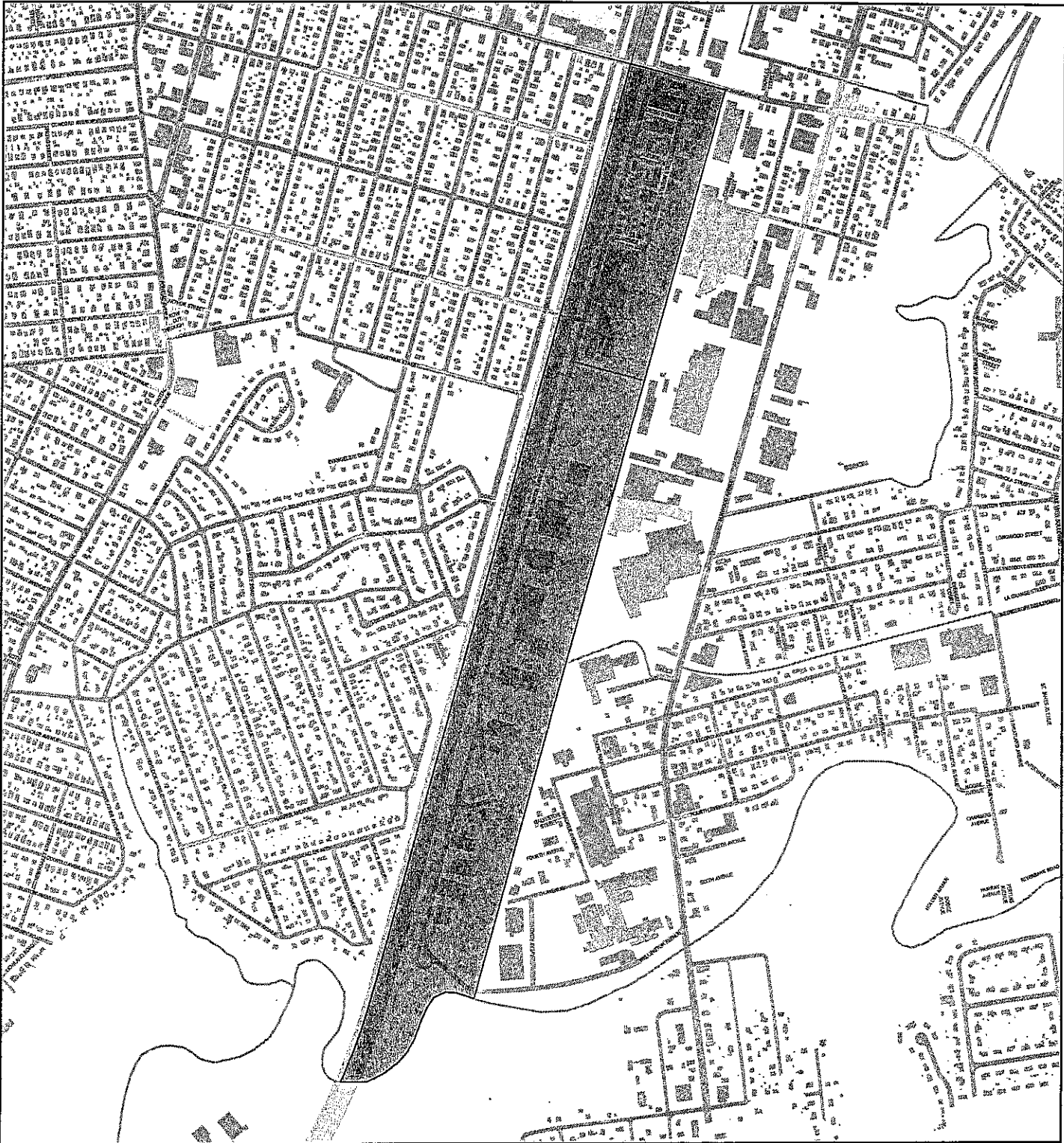
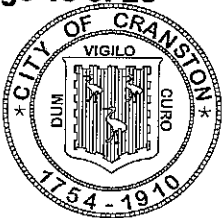
- Ward Change
- Other Ward Changes Plan A1
- Neighborhood Level 2
- Roads
- Buildings

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Ward Changes Compared to 2012
Plan A1

Ward 2012	2	Population 2020	55
Ward Plan A1	1	Voters*	25

*Note: Voter Counts Change Daily



Ward Change Other Ward Changes Plan A1 Neighborhood Level 2 Roads Buildings

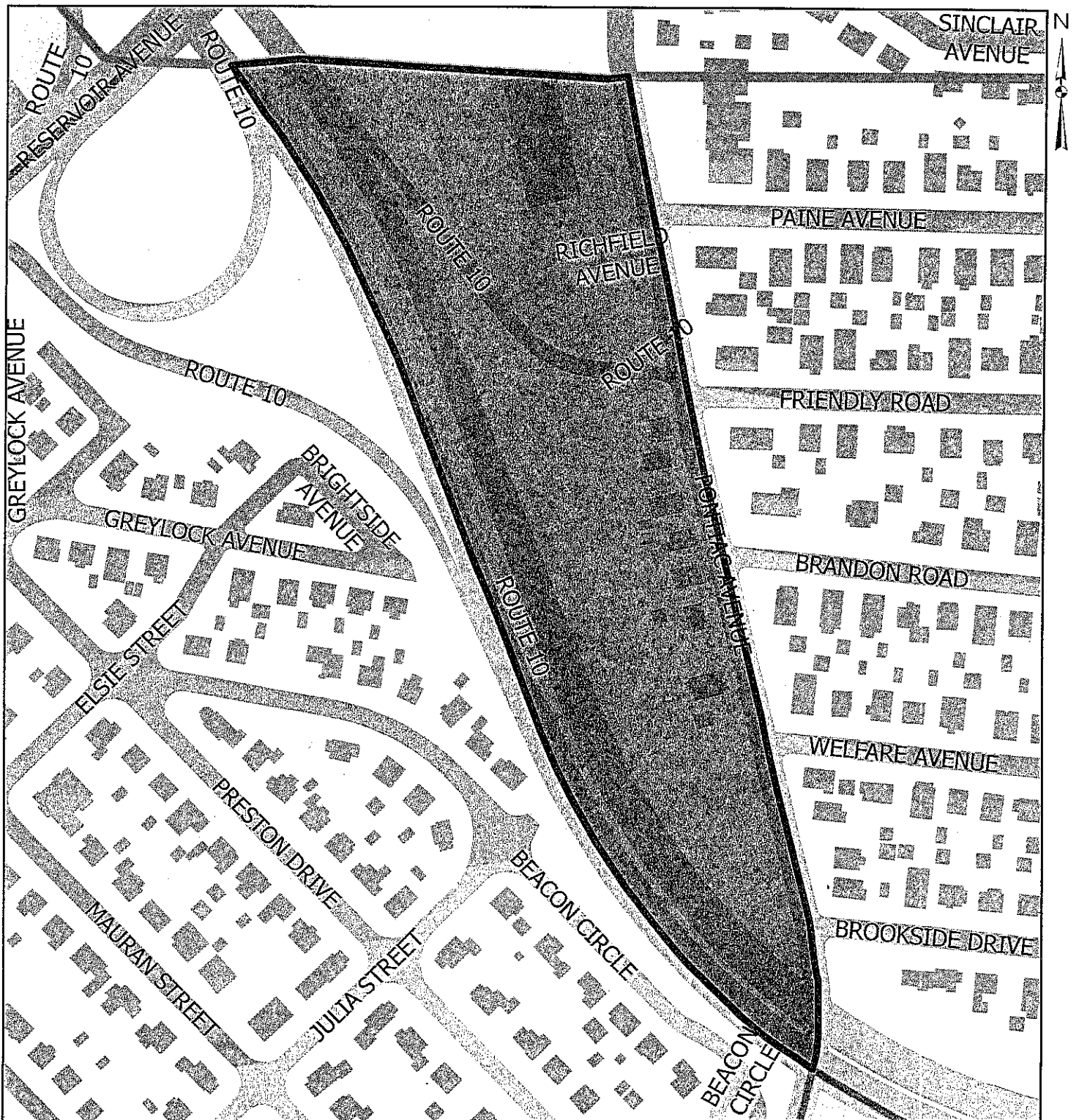
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Ward Changes Compared to 2012 Plan A1

Ward 2012	2	Population 2020	26
Ward Plan A1	1	Voters*	30

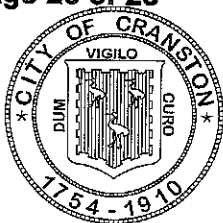
*Note: Voter Counts Change Daily

Report Page 19 of 28



Ward Change
 Other Ward Changes Plan A1
 Neighborhood Level 2
 Roads
 Buildings

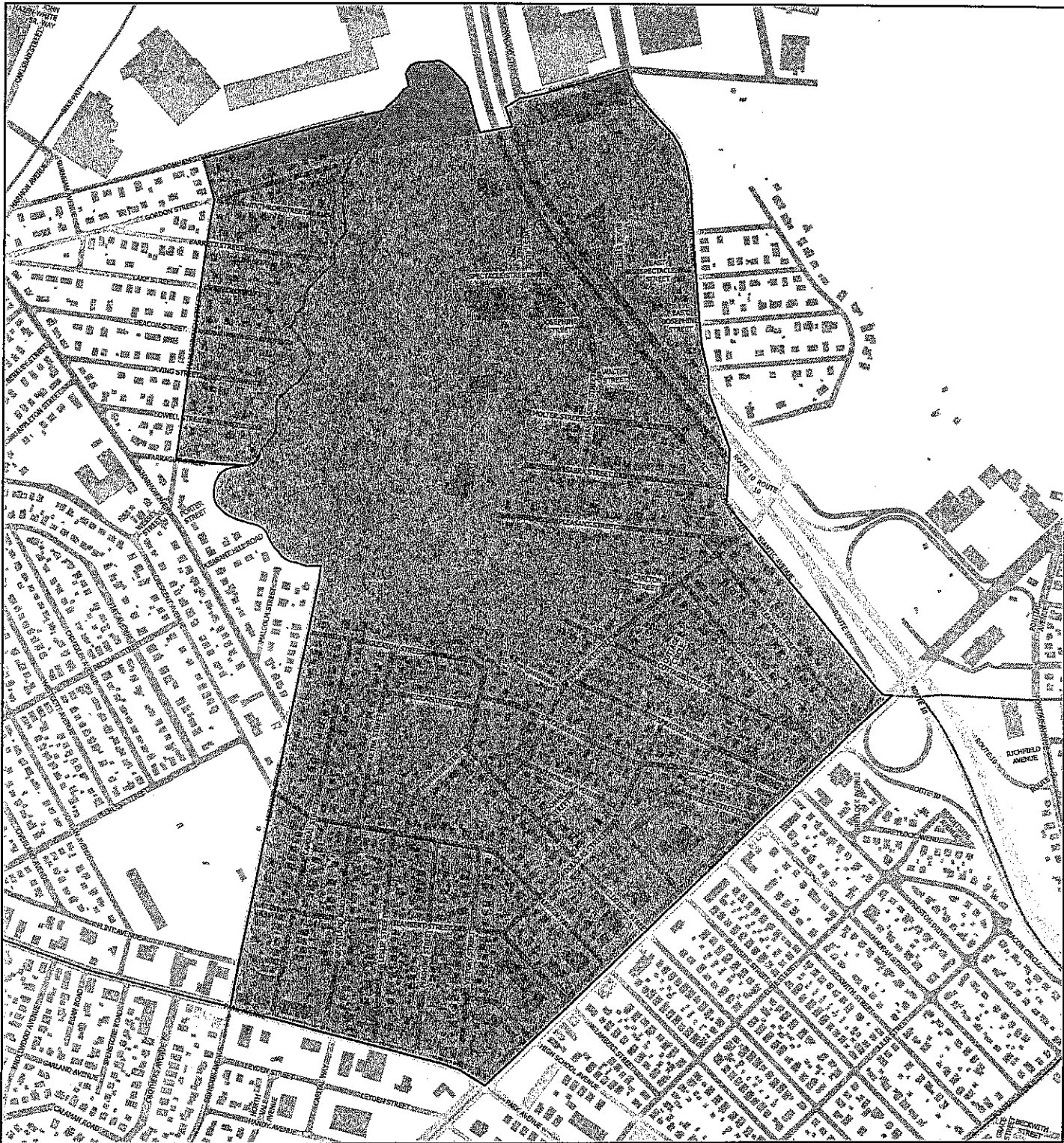
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Ward Changes Compared to 2012
Plan A1

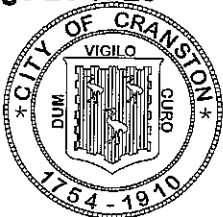
Ward 2012	2	Population 2020	2134
Ward Plan A1	3	Voters*	1458

*Note: Voter Counts Change Daily



Ward Change Other Ward Changes Plan A1 Neighborhood Level 2 Roads Buildings

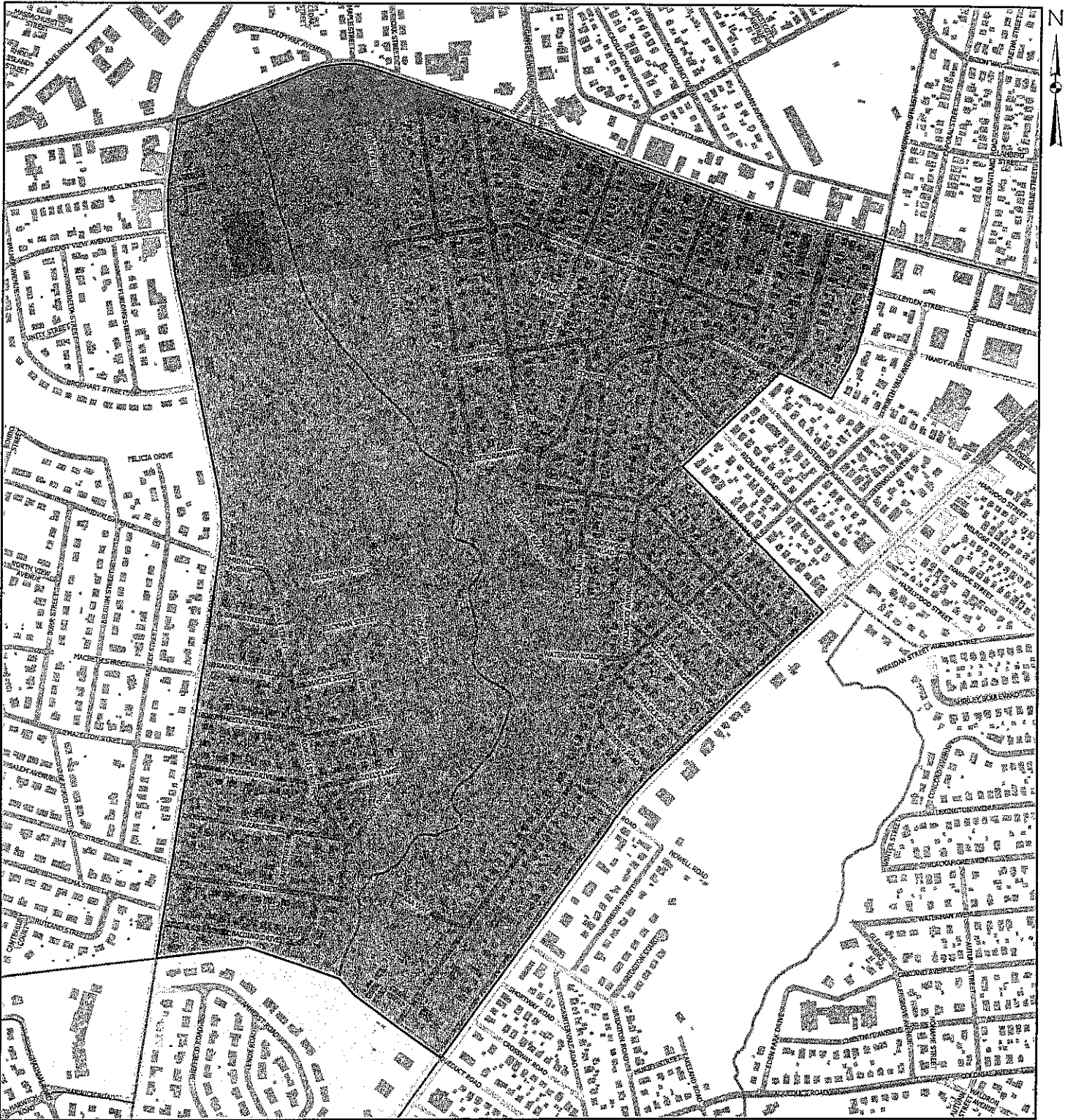
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Ward Changes Compared to 2012
Plan A1

Ward 2012	3	Population 2020	1626
Ward Plan A1	2	Voters*	1255

*Note: Voter Counts Change Daily



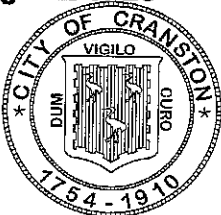
 Ward Change

 Other Ward Changes Plan A1

 Neighborhood Level 2

 Roads

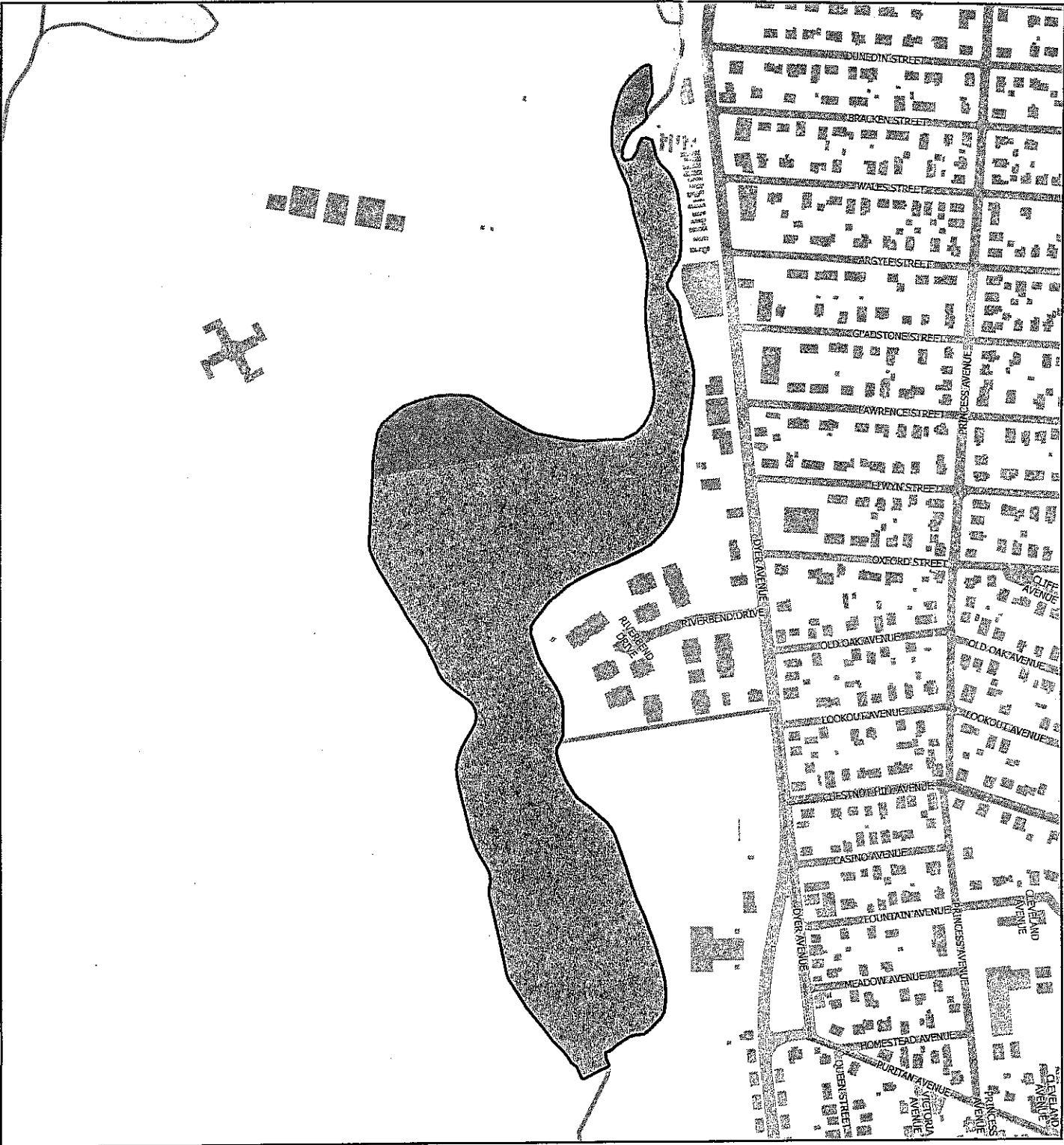
 Buildings



Ward Changes Compared to 2012
Plan A1

Ward 2012	3	Population 2020	0
Ward Plan A1	5	Voters*	0

*Note: Voter Counts Change Daily



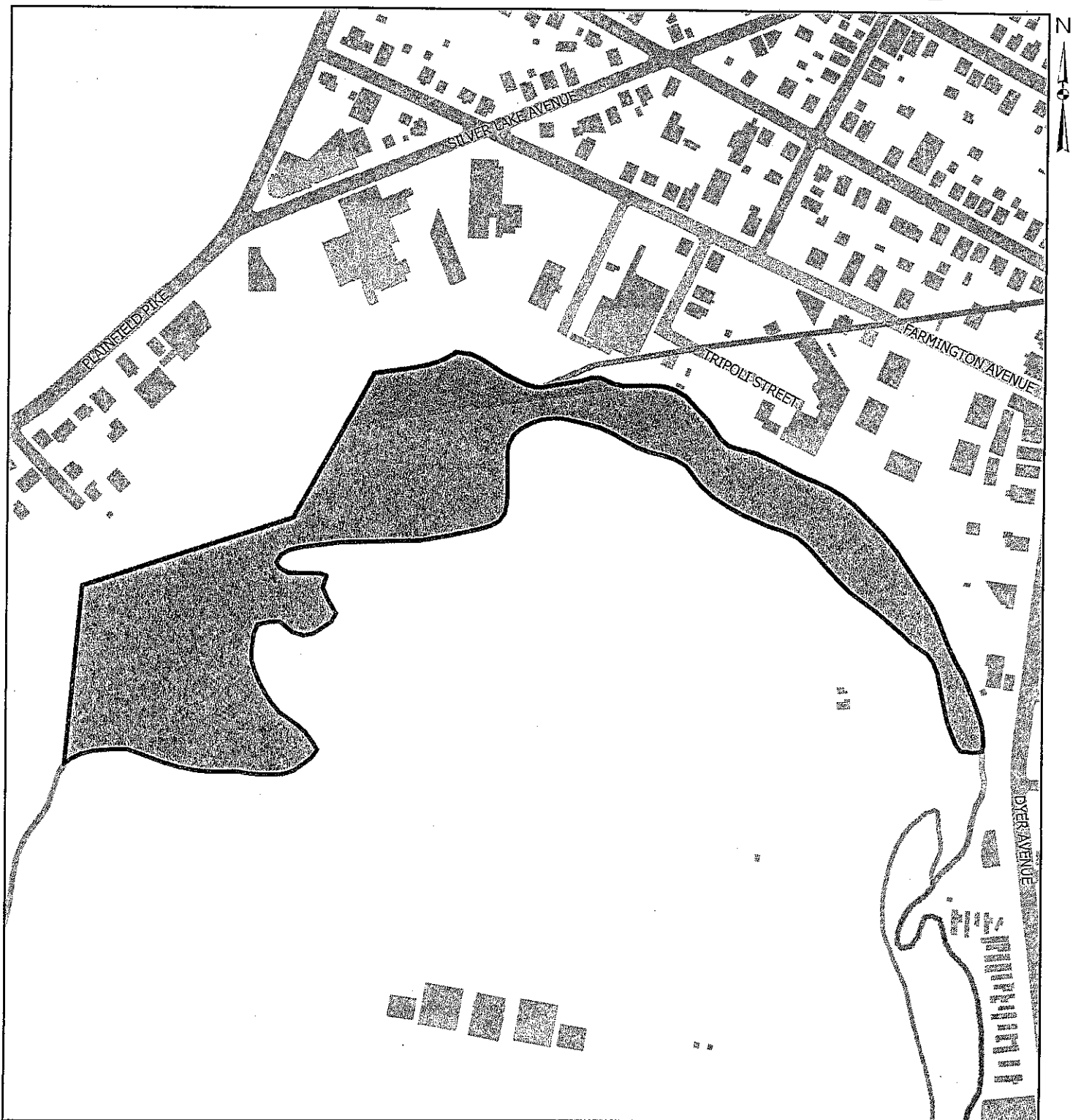
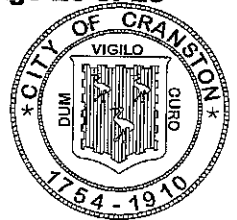
Ward Change Other Ward Changes Plan A1 Neighborhood Level 2 Roads Buildings

Ward Changes Compared to 2012 Plan A1

Ward 2012	3	Population 2020	0
Ward Plan A1	5	Voters*	0

*Note: Voter Counts Change Daily

Report Page 23 of 28



Ward Change
 Other Ward Changes Plan A1
 Neighborhood Level 2
 Roads
 Buildings

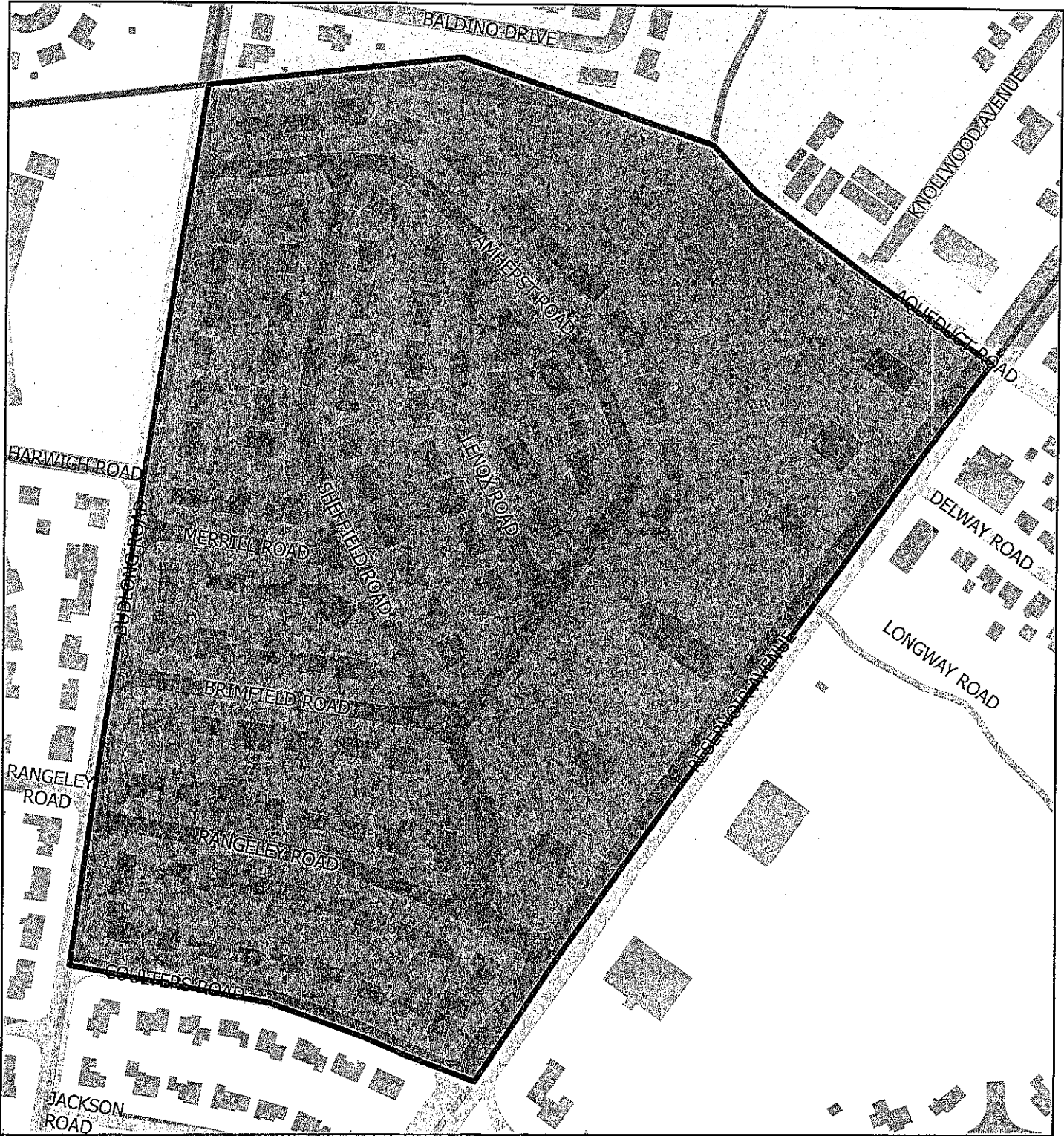
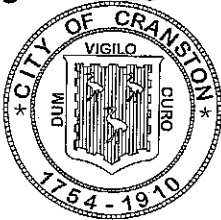
This map/data/geospatial product is not the product of a Professional Land Survey. It was created for general reference, informational, planning and guidance use and is not a legally authoritative source as to location of natural or manmade features. Proper interpretation of this data may require the assistance of appropriate professional services. The City of Cranston makes no warrantee, expressed or implied related to the spatial accuracy, reliability, completeness or currentness of this map/data.

Ward Changes Compared to 2012 Plan A1

Ward 2012	3	Population 2020	211
Ward Plan A1	6	Voters*	172

*Note: Voter Counts Change Daily

Report Page 24 of 28



Ward Change
 Other Ward Changes Plan A1
 Neighborhood Level 2
 Roads
 Buildings

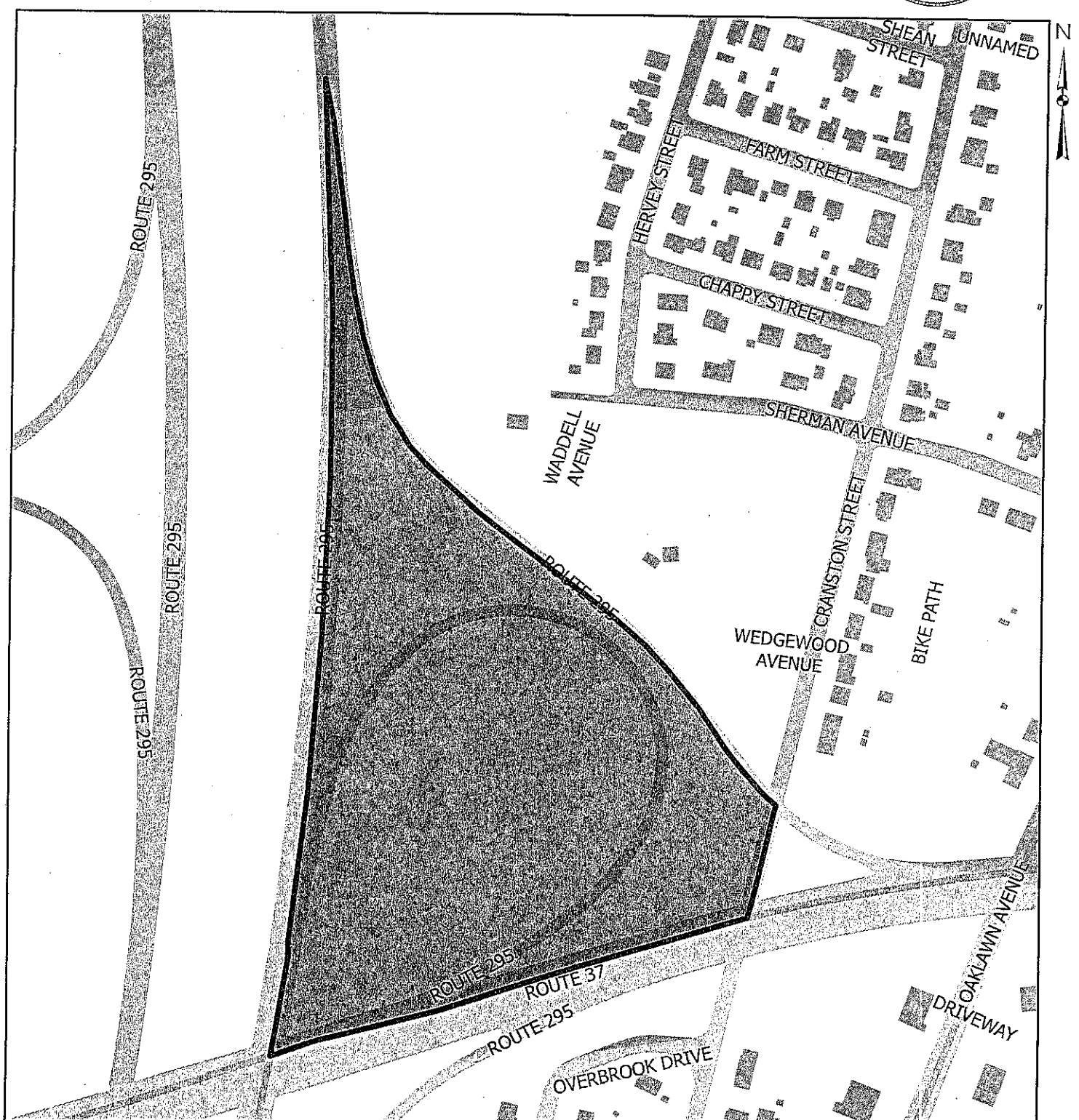
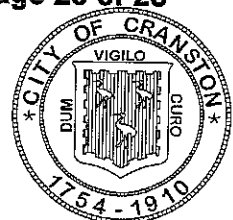
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Ward 2012	4
Ward Plan A1	5

Population 2020	0
Voters*	0

*Note: Voter Counts Change Daily

Report Page 25 of 28



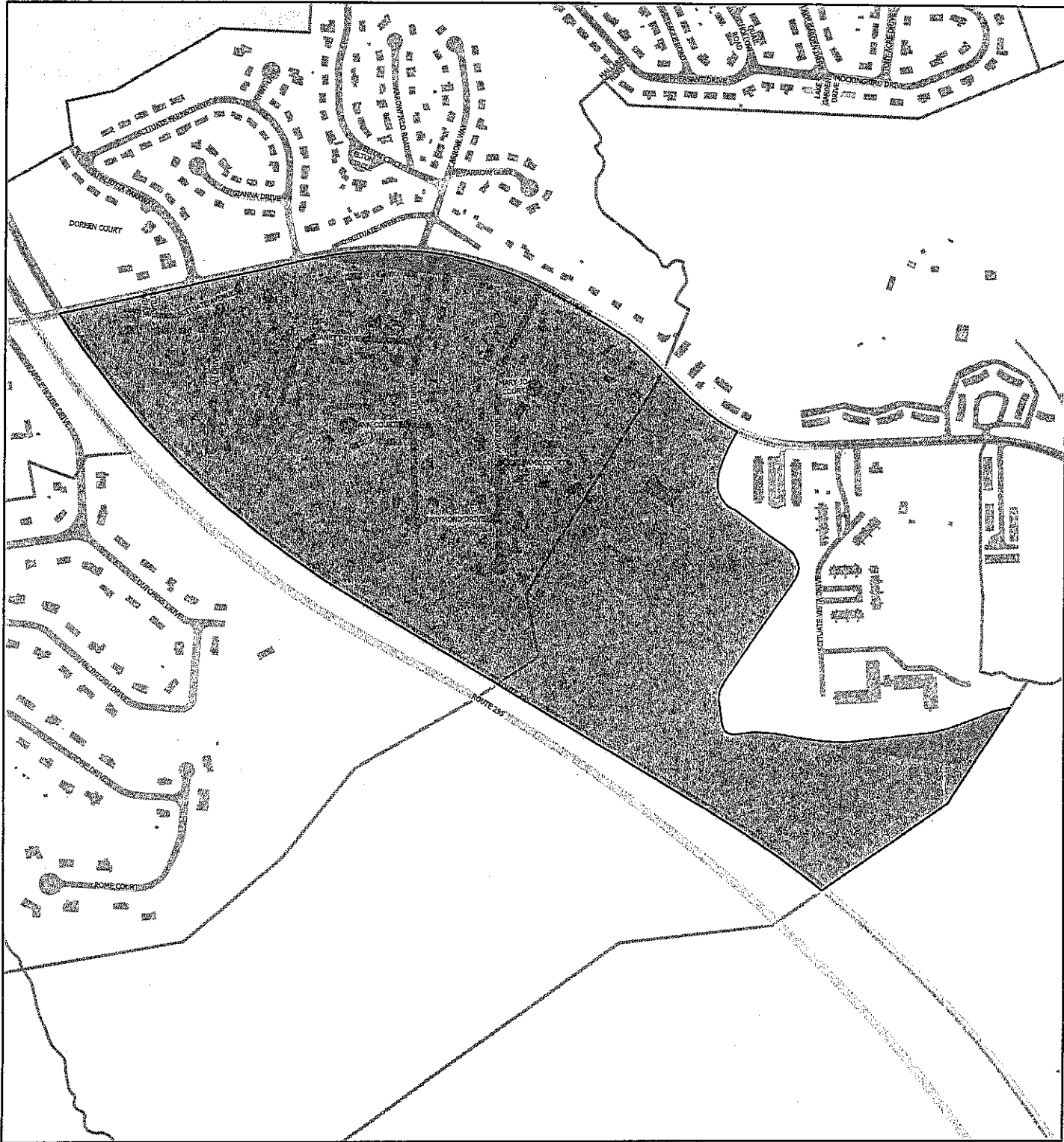
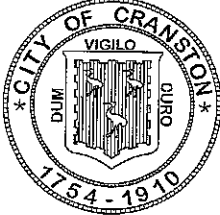
 Ward Change
 Other Ward Changes Plan A1
 Neighborhood Level 2
 Roads
 Buildings

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Ward Changes Compared to 2012
Plan A1

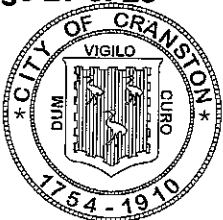
Ward 2012	4	Population 2020	202
Ward Plan A1	5	Voters*	169

*Note: Voter Counts Change Daily



Ward Change Other Ward Changes Plan A1 Neighborhood Level 2 Roads Buildings

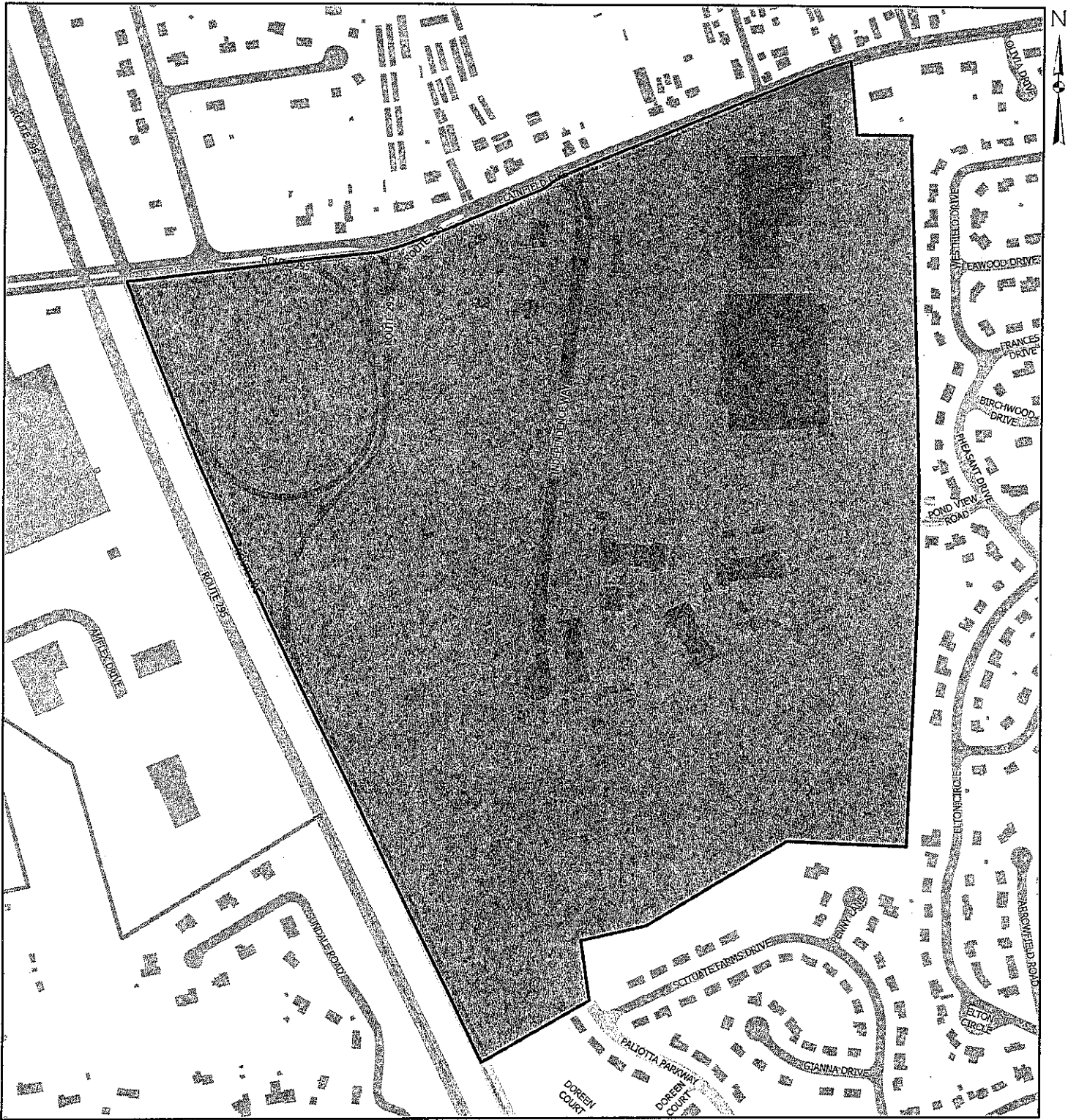
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Ward Changes Compared to 2012
Plan A1

Ward 2012	5	Population 2020	379
Ward Plan A1	4	Voters*	187

*Note: Voter Counts Change Daily



Ward Change Other Ward Changes Plan A1 Neighborhood Level 2 Roads Buildings

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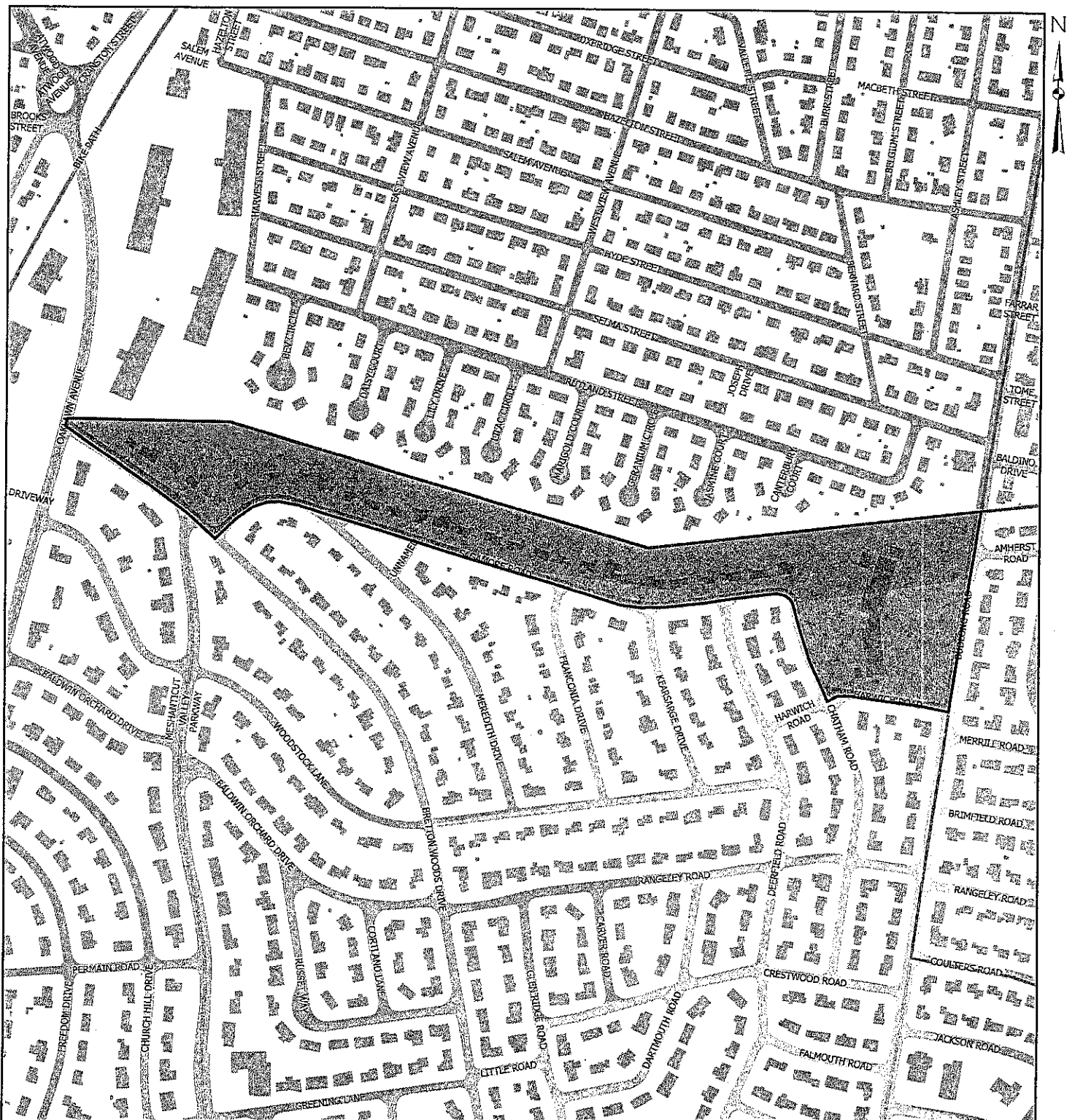
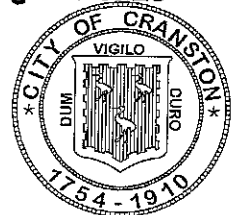
Ward Changes Compared to 2012 Plan A1

Ward 2012	5
Ward Plan A1	6

Population 2020	60
Voters*	56

**Note: Voter Counts Change Daily*

Report Page 28 of 28



 Ward Change
 Other Ward Changes Plan A1
 Neighborhood Level 2
 Roads
 Buildings

This map/data/geospatial product is not the product of a Professional Land Survey. It was created for general reference, informational, planning and guidance use and is not a legally authoritative source as to location of natural or manmade features. Proper interpretation of this data may require the assistance of appropriate professional services. The City of Cranston makes no warrantee, expressed or implied related to the spatial accuracy, reliability, completeness or currentness of this map/data.

10-21-01

THE CITY OF CRANSTON

ORDINANCE OF THE CITY COUNCIL

IN AMENDMENT OF TITLE 3.24.080 OF THE CODE OF THE CITY OF CRANSTON,
2005, ENTITLED "REVENUE AND FINANCE – INCOME QUALIFICATIONS"

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. Chapter 3.24.080 is hereby amended as follows:

For all purposes of this chapter, the requirement of income from all sources is fixed at not less than
~~in excess of twenty thousand dollars [in excess of twenty thousand dollars] thirty-thousand three-~~
~~hundred dollars (\$30,300.00 USD20,000.00) [20,000.00 or less] or less for a single person or not~~
~~less than thirty-four thousand six-hundred dollars twenty-three thousand dollars (\$34,600~~
~~USD23,000.00) [twenty three thousand dollars (\$23,000.00 or less] or less in [the] the aggregate per~~
year. Income limits shall be indexed annually to the U.S. Department of Housing and Urban
Development income limits for Providence County.

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 Council President Paplauskas

Referred to Finance Committee November 1, 2021

10-21-02

1 THE CITY OF CRANSTON
2
3 **ORDINANCE OF THE CITY COUNCIL**
4 **THE ENACTMENT OF THE CITY OF CRANSTON ADMINISTRATIVE UNIT**
5 **EMPLOYMENT BENEFITS BOOK.**
6
7
8

9 No.

10
11 *Passed:*

12
13 Christopher Paplauskas, Council President

14
15 *Approved:*

16
17 Kenneth J. Hopkins, Mayor

18
19
20 *It is ordained by the City Council of the City of Cranston as follows:*

21
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
33 City Solicitor Date City Solicitor Date

34
35 Sponsored by Mayor Kenneth J. Hopkins

36
37 Referred to the Finance Committee November 1, 2021



City of Cranston

Administrative Unit

Employment

Benefits

Enacted November 22, 2021
Per Ordinance

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

~~Director of Administration~~ Chief of Staff 43
Deputy ~~Director of Administration~~ Chief of Staff 37
Director of Constituent Affairs 32
Communications Outreach Aide ~~23~~ 27
Confidential Assistant to the Mayor ~~23~~ 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
~~Confidential Assistant to the Finance Director~~ 22
City Assessor 39
City Treasurer 36
Director of Public Works 50
~~Highway Maintenance Superintendent~~ 39
Public Buildings Superintendent 32
Clean City Program Coordinator 32
Director Parks and Recreation 39
Ice Rink Manager of Operations 39
Senior Services Director ~~36~~ 39
~~Community Information Specialist~~ Programs Coordinator 14
Community Development Director 39
Workforce Development Supervisor 39
~~Project Manager~~ 38

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 1st New Year's Day
3rd Monday in January Martin Luther King Jr. Birthday
3rd Monday in February President's Day
Last Monday in May Memorial Day
Juneteenth June 17
July 4th Independence Day
2nd Monday in August Victory Day
1st Monday in September Labor Day
2nd Monday in October Columbus Day
November 11 Veteran's Day
4th 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 ~~four (4)~~ 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 1st.

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 ~~forty-five (45)~~ seventy (70) days and may not carry over unused vacation time in excess of ~~forty-five (45)~~ 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 ~~forty-five (45)~~ 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 such 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 ~~\$750.00~~ \$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 ~~forty five (45)~~ seventy (70) days. Each employee covered under this agreement shall not be entitled to any compensation for any unused accrued sick leave.

~~For any employee previously in the N.A.G.E. collective bargaining unit, all vacation, longevity, and sick leave accrued as a member of the N.A.G.E. collective bargaining unit prior to~~

~~the date of this signed agreement and payable under the terms of the N.A.G.E. agreement will be calculated and made whole as part of the severance pay out. The severance payment shall be made in one (1) lump payment and within thirty (30) days from the termination date.~~

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.

10-21-03

THE CITY OF CRANSTON

ORDINANCE OF THE CITY COUNCIL
IN AMENDMENT OF CHAPTER 3.08 OF THE CODE OF THE CITY OF CRANSTON,
2005, ENTITLED "REVENUE AND FINANCE – CONTRACTS AND PURCHASES"

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 3, Chapter 3.08 is hereby amended by adding the following Section entitled
"Minority and Women Business Enterprises":

3.08.090 Minority and Women Business Enterprises

8.08.091 Definitions

The following definitions shall be for purposes of this chapter only, unless specifically adopted in
another section of the Cranston Code of Ordinances:

"Affirmative Action" means taking specific steps to eliminate discrimination and its effects, to
ensure nondiscriminatory results and practices in the future, and to involve minority business
enterprises fully in contracts and programs funded in whole or in part by city funds, or funds which,
in accordance with federal grant, state funds or otherwise, the city expends or administers or in
which the city is a signatory to a contract.

"Bidder" means any individual, organization, corporation, partnership, sole proprietorship, joint
stock company, joint venture, or any other legal entity through which business is conducted and
which submits a quote, offer or bid in response to the solicitation of the same by the City.

"City" means any department, authority, governmental subdivision, or quasi-public agency of the
City of Cranston (herein referred to collectively or individually as the "City" or "city").

"Compliance" means that a bidder has met and implemented the requirements of this chapter.

"Contract" means a mutual binding legal relationship or any modification thereof obligating the
successful bidder to furnish supplies or services, including construction services, and the city to pay

for them. For purposes of this chapter, any lease is a contract.

“Contractor” means any successful bidder who is a person or entity participating, through contract or subcontract, in any procurement, program or service covered by this chapter, including leases and material suppliers.

“Certified” means any bidder or contractor deemed to be certified within the meaning of this chapter.

“Construction” means any act of building, constructing, altering, maintaining or repairing (including dredging, excavating and painting) of city buildings, structures or other real property.

“Minority” means a person who is a citizen or lawful permanent resident of the United States and who is:

- (1) Black - a person having origins in any of the black racial groups of Africa; or
- (2) Hispanic – a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race; or
- (3) American Indian or Native American or Alaskan Native – a person having origins in any of the original peoples of North America; or
- (4) Portuguese – a person having origins in any of the original peoples of Portugal or the Azores, regardless of race; or
- (5) Asian – a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands; or
- (6) Members of other groups or other individuals found to be economically and socially disadvantaged by the Small Business Administration under §8(a) of the Small Business Act, as amended 15 U.S.C. §637(2).

“Minority Business Enterprise” or “MBE” and “Women Business Enterprise” or “WBE” means a small business concern, as defined pursuant to §3 of 15 U.S.C. §632 (commonly known as “Federal Small Business Act”) and implementing regulations, which is owned and controlled by one or more minorities. For purposes of this chapter, “owned” or “controlled” means a business:

- (1) which is at least fifty-one percent (51%) owned by one or more minorities or women and, in the case of a publicly owned business, at least fifty-one percent (51%) of the stock of which is owned by one or more minorities or women; and
- (2) the management and daily business operations of which is controlled by one or more such individuals.

“MBE Coordinator” means any official or purchasing agent so designated by the city as the person responsible for promotion of minority business enterprise interest within the city.

“Noncompliance” means the condition existing when a bidder, successful bidder or contractor has failed to implement the requirements of this chapter.

“Request for Proposals” or “RFP” means a solicitation for competitive bids where lowest price is not the sole or primary consideration to be used in determining an award or any other solicitation that is identified and classified by the city as a request for proposals.

10-21-03

"Request for Quotes" or "RFO" means a solicitation for competitive offers where lowest price is not the sole or primary consideration to be used in determining an award or any other solicitation that is identified and classified by the city as a request for quotes.

3.08.092 Policy – Purpose - Applicability

(a) Policy – It shall be the policy of the city to:

- (1) maximize the opportunity for MBEs and WBEs to participate in the performance of procurements and projects as prime contractors, subcontractors and vendors as outlined in this chapter.
- (2) ensure that prime contractors shall utilize MBEs and WBEs so as to enable the city, its purchasing department, and all its contracting departments to meet or exceed the goals set forth in this chapter
- (3) ensure the utilization of MBEs and WBEs as subcontractors and/or suppliers to the prime contractor, and/or the use of minority and women laborers, shall be considered in determining the lowest possible bidder.
- (4) ensure that no person shall be excluded from participation in, denied the benefits of, or otherwise discriminated against in connection with the award and performance of any project or contract covered by this chapter, on the grounds of race, color, national origin or sex.

(b) Purpose – The purpose of this section is to carry out the city's policy of supporting, to the fullest extent possible, participation of MBEs and WBEs in city funded and directed public construction programs and projects and in municipal purchases of goods and the procurement of services. This includes assisting MBEs and WBEs throughout the life of contracts in which they participate.

(c) Applicability – This section shall apply to any and all city purchasing, including, but not limited to, the procurement of goods and services, and construction projects or contracts funded in whole or in part by city funds, or funds which, in accordance with federal grant, state funds or otherwise, the city expends or administers or in which the city is a signatory to the construction contract.

3.08.093 MBEs and WBEs - Goals

(a) MBEs shall be included in all requests for procurements under this chapter and the city shall strive to achieve each of the goals hereinafter established. Upon passage of this section, the city shall utilize the goal of ten (10) percent which is presently being used by the State of Rhode Island as set forth in R.I. Gen. Laws § 37-14.1 et seq. and the "Regulations Governing Participation by Minority Business Enterprises in State Funded and Directed Public Construction Projects, Construction Contracts and Procurement Contracts for Goods and Services" promulgated by the State of Rhode Island Department of Administration, where not inconsistent with this section. Upon completion of a so-called "predicate study" which will be undertaken, the goals for MBEs will be readjusted based upon the findings contained in said "predicate study" for the first year immediately following submission and acceptance of the said "predicate study" by the city council, increasing annually in each

10-21-03

139 successive year by the recommended percentage contained in the said "predicate study" until
140 either the final goal of participation of MBEs in all procurements for goods and services has
141 been achieved or that the program created by this section terminates.

142 (b) WBEs shall be included in all requests for procurements under this chapter and the city shall
143 strive to achieve each of the goals hereinafter established. Upon passage of this section, the
144 city shall utilize the goal of ten (10) percent which is presently being used by the State of
145 Rhode Island as set forth in R.I. Gen. Laws § 37-14.1 et seq. and the "Regulations
146 Governing Participation by Minority Business Enterprises in State Funded and Directed
147 Public Construction Projects. Construction Contracts and Procurement Contracts for Goods
148 and Services" promulgated by the State of Rhode Island Department of Administration,
149 where not inconsistent with this section. Upon completion of a so-called "predicate study"
150 which will be undertaken, the goals for WBEs will be readjusted based upon the findings
151 contained in said "predicate study" for the first year immediately following submission and
152 acceptance of the said "predicate study" by the city council, increasing annually in each
153 successive year by the recommended percentage contained in the said "predicate study" until
154 either the final goal of participation of WBEs in all procurements for goods and services has
155 been achieved or that the program created by this section terminates.

156 3.08.094 Advisory Commission

157 (a) Within one hundred twenty (120) days of enactment, the mayor and city council will
158 convene a special seven-person advisory group whose name shall be "The Commission on
159 Minority and Women Business Development". The mayor shall appoint three (3) persons to
160 the advisory group and four (4) persons shall be appointed by the city council. The
161 commission shall elect a chair and vice-chair from its membership. Roberts Rules of Order
162 shall govern the conduct of all meetings. All meeting shall comply with R.I. Gen. Laws §
163 38-2-1 et seq. (commonly known as the Access to Public Records Act) and § 42-46-1 et seq.
164 (commonly known as the Opens Meetings Act).

165 (b) The commission shall be concerned with the predicate study, program development (i.e.,
166 procedures, standards, general requirements, special contract language, supportive services,
167 etc...) and monthly monitoring, the identification of MBE/WBE publications for the
168 dissemination of bid notices and program announcements, coordination with other
169 MBE/WBE small business advisory groups, the submission of annual reports to the mayor
170 and city council on the progress of the program, and the examination of national, regional,
171 and local demographic/economic trends and their effects on the local MBE/WBE
172 community.

173 (c) The city council shall provide by ordinance sufficient funds to carry out these and other
174 relevant responsibilities, and shall provide for a program administrator within the
175 classification ordinance to administer this program.

176 3.08.095 Process and Certification

177 All bidders and vendors shall be required to furnish to the city, its purchasing agent and MBE
178 program coordinator proof of MBE certification that it has met the eligibility standards of R.I. Gen.
179 Laws § 37-14.1-7.

10-21-03

180 The State of Rhode Island Department of Administration Office of Diversity, Equity and
181 Opportunity, MBE Compliance Office shall issue all certifications. The city shall not certify MBE
182 eligibility.

183 3.08.096 Implementation and Oversight

184 (a) Rules and Regulations – It shall be the duty of the board of contract and purchase to adopt
185 reasonable rules, regulations and procedures to ensure compliance with this section.

186 (b) Sanctions – The board of contract and purchase shall have the power to impose sanctions
187 upon contractors or vendors not in compliance with this section and shall include but not be
188 limited to (1) suspension of payment; (2) termination of the contract; (3) recovery by the
189 city of ten percent (10%) of the contract award price as liquidated damages; and (4) denial
190 of right to participate in future projects for up to three years.

191 (c) Waiver – The provisions of this section may only be waived upon certification to the board
192 of contract and purchase by the purchasing agent that no MBEs or WBEs provide the
193 required goods and/or services, that they are so expensive as to be prohibitive to utilizing an
194 MBE or WBE or that the effect upon the party requesting the waiver is such that it puts
195 them at a competitive disadvantage.

196 (d) Review – This Chapter shall be reviewed by the city council as often they deem necessary
197 and as they are able within a term, but not more than every four (4) years to ascertain the
198 need for adjustments to and/or termination of the program so long as program goals have
199 been achieved.

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

201
202
203

204 Positive Endorsement: Negative Endorsement: (Attach reasons)

205
206
207

208 City Solicitor Date City Solicitor Date

209
210

211 Sponsored by Councilwomen Vargas, Marino, Councilman Donegan and Council Vice-President
212 Ferri

213

214 Referred to Ordinance Committee November 9, 2021

THE CITY OF CRANSTON

ORDINANCE OF THE CITY COUNCIL
RATIFYING THE TEAMSTERS CONTRACT, LOCAL UNION 251
(FY July 1, 2021-June 30, 2024)

No.

Passed:

Christopher G. Paplauskas, Council President

Approved:

Kenneth J. Hopkins, 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; and the Union and the City of Cranston have reached an understanding respecting the terms of a contract resulting from concession bargaining.

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

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

Section 4. Any additional agreements, letters of understanding, contract addendums or modifications during the life of this collective bargaining agreement between the parties must be ratified by the City Council and comply with Charter Sec. 14.17

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

Positive Endorsement

Negative Endorsement (attach reasons)

City Solicitor

Date

City Solicitor

Date

10-21-04

1
2
3
4 **Fiscal Note**
5

6 I hereby certify that it is anticipated that sufficient funds will be available to fund this contract,
7 and I have provided a fiscal impact analysis, in accordance with Sec. 3.04.152 of the Cranston
8 City Code. Detailed fiscal note attached.
9

10
11
12 _____
13 Robert F. Strom, Director of Finance
14

15 Sponsored by Mayor Hopkins
16

17 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

Table of Contents

INTRODUCTION.....	5
ARTICLE 1 – RECOGNITION.....	6
SECTION 1 – SOLE AND EXCLUSIVE BARGAINING AGENT.....	6
ARTICLE 2 – DUES, DEDUCTIONS; INDEMNIFICATION.....	7
SECTION 1- EMPLOYER ADVICE TO NEW EMPLOYEES.....	7
SECTION 2 – DUES DEDUCTION.....	7
SECTION 5 – INDEMNIFICATION.....	8
SECTION 6 – D.R.I.V.E.....	8
ARTICLE 3 – NEUTRAL REFERENCES/NON-DISCRIMINATION.....	9
SECTION 1 – NEUTRAL REFERENCES.....	9
SECTION 2 – NON-DISCRIMINATION.....	9
ARTICLE 4 – MANAGEMENT RIGHTS.....	9
SECTION 1 – SCOPE OF MANAGEMENT RIGHTS.....	9
SECTION 2 – CIVIL SERVICE RULES AND REGULATIONS.....	9
ARTICLE 5 – NO STRIKE/NO LOCKOUT.....	10
SECTION 1 – PROSCRIBED ACTIVITY BY EMPLOYEES/EMPLOYER.....	10
SECTION 2 – CIVIL SERVICE RULES AND REGULATIONS.....	10
ARTICLE 6 – HOURS OF WORK, SHIFTS AND BREAK PERIODS; UNION REPRESENTATIVES; LEAVE FOR UNION DUTIES.....	11
SECTION 1 – WORK WEEK, SHIFTS AND BREAK PERIODS; UNION REPRESENTATIVES; LEAVE FOR UNION DUTIES.....	11
SECTION 2 – FLEXIBLE WORK HOURS.....	13
SECTION 3 – DESIGNATION OF UNION REPRESENTATIVES.....	14
SECTION 4 – LEAVE FOR UNION BUSINESS.....	14
SECTION 5 – INCLEMENT WEATHER.....	15
SECTION 6 – BREAK RESTRICTIONS.....	15
ARTICLE 7 – OVERTIME AND CALLBACK.....	15
SECTION 1 – OVERTIME RATE.....	15
SECTION 2 – COMPENSATORY TIME.....	16
SECTION 3 – CALL BACK; CALL BACK MINIMUM.....	16
SECTION 4 – PREFERENCE.....	17
ARTICLE 8 – SALARIES AND WAGES.....	18
SECTION 1 – SALARIES AND WAGES.....	18
ARTICLE 9 – HEALTH AND DENTAL INSURANCE.....	19
SECTION 1 – DESCRIPTION OF HEALTH AND DENTAL COVERAGES; CO-PAYMENT	
SECTION 2 – COMPENSATION IN LIEU OF COVERAGE.....	20
ARTICLE 10 – LIFE INSURANCE.....	21
SECTION 1 – NATURE AND FACE VALUE OF COVERAGE.....	21
SECTION 2 – RETIREMENT COVERAGE OPTIONS.....	21
ARTICLE 11 – PENSION PLAN.....	22
SECTION 1 – PENSION PLAN.....	22
SECTION 2 – NEW ENG. TEAMSTERS AND TRUCKING INDUSTRY PENSION FUND	

ARTICLE 12 – HOLIDAYS	23
SECTION 1 – HOLIDAYS OBSERVED	23
SECTION 2 – NO WORK ON THE HOLIDAY	23
SECTION 3 – WORK ON A HOLIDAY	23
SECTION 4 – HOLIDAYS DURING A VACATION PERIOD	23
SECTION 5 – ELIGIBLE EMPLOYEES	23
SECTION 6 – SOCIAL EVENTS	24
ARTICLE 13 – TEMPORARY SERVICE OUT OF CLASSIFICATION	25
SECTION 1 – OUT OF CLASSIFICATION COMPENSATION	25
SECTION 2 – OUT OF CLASSIFICATION ASSIGNMENT	25
ARTICLE 14 – SICK LEAVE	26
SECTION 1 – SICK LEAVE DEFINITION	26
SECTION 2 – NOTIFICATION OF INTENDED ABSENCE	26
SECTION 3 – PHYSICIAN'S CERTIFICATION; VIOLATION OF PROVISIONS	26
SECTION 4 – SICK LEAVE ACCRUAL, ACCUMULATION AND EXTENSION	26
SECTION 5 – PAYMENT OF UNUSED SICK LEAVE	27
SECTION 6 – PARTIAL-USE IF SICK LEAVE	27
ARTICLE 15 – VACATIONS	29
SECTION 1 – ELIGIBLE EMPLOYEES	29
SECTION 2 – VACATION ALLOTMENT	28
SECTION 3 – SCHEDULING	29
SECTION 4 – ACCUMULATION CAP AND CARRY OVER	30
SECTION 5 – RATE OF PAY	30
SECTION 6 – CONFLICTS IN VACATION SELECTION	30
ARTICLE 16 – BEREAVEMENT LEAVE	31
SECTION 1 – NATURE OF LEAVE; LIMITATIONS	31
ARTICLE 17 – PARENTAL AND FAMILY LEAVE	32
SECTION 1 – COMPLIANCE WITH FEDERAL/STATE LAW	32
ARTICLE 18 – MILITARY AND OTHER LEAVE	33
SECTION 1 – MILITARY LEAVE	33
SECTION 2 – OTHER LEAVE	33
SECTION 3 – PERSONAL LEAVE	33
ARTICLE 19 – JURY DUTY LEAVE	33
SECTION 1 – LEAVE FOR JURY SERVICE; COMPENSATION; NOTICE	34
ARTICLE 20 – EMPLOYEE DISCIPLINE	35
SECTION 1 – JUST CAUSE	35
SECTION 2 – NOTICE TO UNION	35
SECTION 3 – EXPUNGEMENT	35
ARTICLE 21 – SENIORITY	36
SECTION 1 – DEFINITION	36
SECTION 2 – TERMINATION OF SENIORITY	36
SECTION 3 – SENIORITY POOL	36
SECTION 4 – DETERMINATION OF LAYOFFS OR REDUCTIONS IN FORCE	36
SECTION 5 – BUMPING	37
SECTION 6 – RECALL	38

ARTICLE 22 – PROBATIONARY EMPLOYEES.....	39
SECTION 1. PROBATIONARY EMPLOYEES.....	39
SECTION 2. SICK LEAVE, VACATION LEAVE AND SENIORITY.....	39
SECTION 3. INSURANCE BENEFITS.....	39
SECTION 4. OTHER RIGHTS AND BENEFITS.....	39
ARTICLE 23 – VACANCIES.....	40
SECTION 1. NOTIFICATION OF VACANCIES.....	40
SECTION 2 – FILLING VACANCIES.....	40
SECTION 3 - RIGHT OF RETURN.....	40
ARTICLE 24 – PROMOTIONS.....	41
SECTION 1. COMPLIANCE WITH THE CIVIL SERVICE RULES/CHARTER.....	41
SECTION 2. APPLICABILITY OF SENIORITY.....	41
ARTICLE 25 - SCHOOLING AND SEMINARS	41
SECTION 1. APPROVAL; REIMBURSEMENT LIMITATIONS.....	41
ARTICLE 26 - UNIFORMS FOR POLICE DISPATCHERS, ANIMAL SHELTER PERSONNEL.....	41
SECTION 1. ITEMS SUPPLIED BY THE CITY.....	42
ARTICLE 27 – LEGAL ASSISTANCE AND INDEMNIFICATION.....	42
SECTION 1. CITY'S OBLIGATIONS; LIMITATIONS TO ASSIST OR INDEMNIFY.....	42
ARTICLE 28 - GRIEVANCE AND ARBITRATION PROCEDURES.....	43
SECTION 1. DEFINITION; EXEMPTION; EXCLUSIVITY.....	43
SECTION 2. PROCEDURAL STEPS.....	43
SECTION 3. WRITTEN PRESENTATION.....	43
SECTION 4. TIME LIMITATIONS.....	43
SECTION 5. SUBMISSION TO ARBITRATION.....	44
SECTION 6. ARBITRATOR SELECTION.....	44
SECTION 7. ARBITRATOR'S AUTHORITY AND JURISDICTION.....	44
SECTION 8. BINDING EFFECT.....	44
SECTION 9. FEES AND EXPENSES OF ARBITRATION.....	44
ARTICLE 29 – MISCELLANEOUS.....	45
SECTION 1. BULLETIN BOARDS.....	45
SECTION 2 – CLASSIFICATION.....	45
SECTION 3. STATUS AND GRADE.....	45
SECTION 4. LOUNGE AREAS.....	45
SECTION 5. VENDING MACHINES.....	45
SECTION 6. USE OF PERSONAL VEHICLES FOR CITY BUSINESS.....	45
SECTION 7. SMOKING IN CITY VEHICLES.....	45
SECTION 8. USE OF CITY VEHICLES.....	45
SECTION 9. EMERGENCY PHONE CALLS.....	46
SECTION 10. USE OF CITY OWNED COMPUTERS, ETC.....	46
ARTICLE 30 – CONTINUATION.....	47
SECTION 1- CONTINUATION.....	47
ARTICLE 31 – ENTIRE UNDERSTANDING.....	48
SECTION 1. ENTIRE UNDERSTANDING.....	48
SECTION 2 – MODIFICATIONS.....	48

ARTICLE 32 - DURATION OF AGREEMENT; SEPARABILITY.....49
SECTION 1. DURATION OF AGREEMENT..... 49
SECTION 2 SEPARABILITY.....49

EXHIBIT A INCLEMENT AND ADVERSE WEATHER
EXHIBIT B BUMPING POOLS
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. ~~Expressly excluded from the unit are all employees covered by any other union certification, as well as any and all part-time, temporary and seasonal employees. Also expressly excluded are the following positions: Deputy Director of Administration; City Clerk; Personnel Analyst; Personnel Director; Deputy Director of Personnel; City Assessor; City Treasurer; City Internal Auditor; Payroll Manager; Senior Revenue Officer; City Controller; Director of Constituent Services; Registrar; Confidential Secretary to the Director of Administration and Confidential Secretary to Executive Office; Director of Operations; Assistant Director of Operations; Assistant Director of Public Works; Public Buildings Superintendent; and Highway Manager. Also expressly included within the bargaining unit are the following positions: Deputy Building Inspector; Turf Manager, Department of Parks and Recreation; Program Director, Department of Senior Services; Food Service Director, Department of Senior Services; RSVP Project Director, Department of Senior Services; Food Service Director, Department of Senior Services; Adult Daycare Director, Department of Senior Services; Social Services Director, Department of Senior Services; Director of Staff and Services/Municipal Court; Purchasing Agent; Deputy Tax Assessor; Assistant Chief Engineer; and Chief Engineer, Department of Public Works. 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 checks 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 paycheck 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:

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

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

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

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

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

(B) City Hall (including building inspectors, Hamilton Building employees, federal programs, engineering, 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, ~~provided, 37.5 hour~~ work week, however, that For clerical employees each shift shall consist of seven (7) paid hours of work and an unpaid meal break of one (1) hour. One (1) fifteen (15) minutes paid break shall be allowed during the first half of the shift and one (1) fifteen (15) minute paid break shall be allowed during the second half of the shift. The timing of such breaks shall be determined by the department head or his designee. 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 ~~six (6)~~ 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 ~~six (6)~~ 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. ~~The City shall also have the right to discharge all or part of an employee's accrued compensatory time by directing that the employee take compensatory time off at a time or times of the City's choosing.~~

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

SECTION 3 CALL BACK; CALL BACK MINIMUM

The Employer shall determine when an employee shall be called back. In making such determination, the Employer shall consider seniority and qualifications, as well as the needs of the department and shall make reasonable efforts to distribute call back opportunities equitably. If an employee has concluded his regularly scheduled shift, left the workplace and is called back, he shall receive a minimum of 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~~ 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 ~~Director of administration~~ 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 15th anniversary with the City will receive a retention incentive of ~~five hundred dollars (\$500.00)~~ ~~an additional five hundred dollars \$500.00~~ ~~one thousand dollars~~ as of July 1, 2021 for a total of one thousand dollars (\$1,000) built into their 15 year final step. ~~in year 2 of the collective bargaining agreement.~~ This stipend will be incorporated into the hourly rate of the employee's salary.

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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 2018, 2019, and 2020 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/\$30~~\$40 co-pay (\$7 for generic, \$15 for preferred brand names, and ~~\$30 \$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.

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C) As an alternative, the employee may participate in a high deductible, portable, individual health savings account plan (HSA), pursuant to changes in federal tax code made possible by the Medicare Modernization Act of 2003. An HSA is a financial account that an employee can use to accumulate tax-free funds to pay for qualified health care expenses. Under these plans, individuals or families participate in high deductible consumer-driven health plans (CDHPs). Employees may contribute pre-tax dollars into their individual HSAs to pay for medical expenses up to the deductible amount. Once the deductible is reached, the employee and/or his

family is covered under the major medical provision established in the PPO plan referenced above at 100% co-insurance. ~~Employees opting for the HSA individual or family plan.~~ Employees opting for an HSA family plan will have an annual deductible of \$4,000 of which \$2,100 will be deposited to the employee's HSA by the City. Employees who choose an HSA option under an individual plan will have an annual deductible of \$2,000 of which \$1,100 will be deposited to the employee's HSA by the City. Employees opting for the HSA individual or family plan will be offered the same negotiated prescription rates from the healthcare provider as those under the PPO plan referenced in Section B above; however, employees will be responsible for the full cost of prescription drugs until the annual deductible is met. Thereafter, the prescriptions are paid by the City as part of the 100% co-insurance.

- D) The City also agrees to provide individual or family dental coverage as specified in the attachment hereto, to a maximum of ~~\$2,000~~ \$2,500 effective January 1, 2022. Employees will contribute 20% prorated and payable through pre-taxed payroll deductions at each pay period.

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- E) The City also agrees to provide PPO coverage as referenced in Section A to full time students declared as dependents, up to age 26 as defined by RI Gen Law 27-20-45..

- F) The City agrees to provide the family Chiropractic Care Rider.

- G) ~~There shall be a joint labor management health insurance standing committee, referenced as the Health Care Advisory Committee, whose purpose is to address ongoing or anticipated issues with respect to health insurance. The participants of such committee shall be designated by the Union and City. They will meet quarterly. If any alternative health or dental plans, or other cost saving means, should become available during this agreement, the City and Union shall meet and confer to address implementation of same.~~

- 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 ~~\$80,000~~ \$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.

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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. ~~In year 2 of the agreement the City will contribute up to 4% to match~~

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~~the employee if he/she chooses to increase their contribution and the City will match up to 5% in year 3 of this agreement if he/she chooses to contribute the higher amount. 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.~~

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

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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 24th
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 24th falls on a Saturday or Sunday, each employee covered by this agreement shall be granted another day off, as

established by the Mayor. ~~The City may elect to keep City Hall open on December 24th, but shall not compel any bargaining unit member to work on said days.~~ Police dispatchers' holiday pay will be calculated at ~~one and three tenths~~ one and one half (1.5x) times their normal daily rate.

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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 ~~one (1)~~ 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. ~~chargeable therewith to disciplinary action and/or the requirement to make restitution. The employees are aware that if grounds exist to suspect a misuse of sick leave, a representative of the City may be sent to the employee's home, or, the employee may be subject to surveillance~~

SECTION 4. SICK LEAVE ACCRUAL, ACCUMULATION AND EXTENSION.

Sick leave shall be granted at the rate as follows:

0-5 years of employment – 18 days
5-10 years of employment – 25 days
Greater than 10 years – 30

An employee may accumulate and carryover unused sick leave from year to year, but in no event shall the accumulation exceed ~~one hundred fifty (150) days.~~ one hundred eighty days (180). Sick time shall be granted on January 1st of each year for the upcoming year of employment. Employees in their first year of employment will receive a pro-rated version based on the number of months remaining in the year. Additionally, upon the termination of employment for any reason including but not limited to retirement, or lay-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 shall 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. ~~completed by the employee as of January 1 of that year, in accordance with the following chart:~~

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

SECTION 3. SCHEDULING

The Employer shall retain the final right to approve, deny and schedule all vacations; such approval shall not be unreasonably withheld, and the Employer shall notify employees as soon as reasonably possible of the decision to approve or deny vacation requests. An employee shall submit to his department director or his designee, in writing, ~~his 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 ~~one (4) week~~ 48 hours in advance, to the extent practicable. In exigent circumstances, the Director/Supervisor may agree to a shorter time frame.

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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 ~~four (4) hours~~ 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 ~~four (4)~~ 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.

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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 shall 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 ~~forty (40)~~ 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 ~~40-day~~ 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 31st and successfully completes his/her probationary 6 month period they would be entitled to 5 vacation days. From the end of the probationary period going forward to the end of the calendar year they would earn an additional .83/days per month until December 31st. On the following January 1st the employee would receive his/her 10 vacation day allocation for the new calendar year. All members of the bargaining unit will receive their vacation accruals at the same time at the beginning of each calendar year.

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

SECTION 3. INSURANCE BENEFITS.

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

SECTION 4. OTHER RIGHTS AND BENEFITS.

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

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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 ~~Director of Administration~~ 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 1st 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). Replacement of lost or damaged items will be the responsibility of such Inspectors and Code Compliance Officers.

ARTICLE 27 LEGAL ASSISTANCE AND INDEMNIFICATION

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

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

ARTICLE 28 - GRIEVANCE AND ARBITRATION PROCEDURES

SECTION 1. DEFINITION: EXEMPTION; EXCLUSIVITY.

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

SECTION 2. PROCEDURAL STEPS.

Step 1. Not later than ten (10) days, excluding weekends and holidays, after the event giving rise to the grievance, an employee, employees, or the Union must submit his grievance in writing to his department director. The department director or his designee shall respond in writing within five (5) days, excluding weekends and holidays, of the receipt of the grievance. Should the department director or his designee not respond

within the time period set forth herein, it shall be presumed that the grievance has been denied and the grievance may proceed to the next step.

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

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

SECTION 3. WRITTEN PRESENTATION.

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

SECTION 4. TIME LIMITATIONS.

The time limitations set forth in Section 2 are of the essence of this agreement and the failure by an employee, employees, or the Union to comply with the time limits shall be deemed to constitute a waiver of the grievance. Notwithstanding the time limitations set forth in Section 2, the Employer and Union may extend them by mutual written agreement.

SECTION 5. SUBMISSION TO ARBITRATION.

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

SECTION 6. ARBITRATOR SELECTION

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

SECTION 7. ARBITRATOR'S AUTHORITY AND JURISDICTION.

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

SECTION 8. BINDING EFFECT

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

SECTION 9. FEES AND EXPENSES OF ARBITRATION.

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

ARTICLE 29 - MISCELLANEOUS

SECTION 1. BULLETIN BOARDS

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

SECTION 2. CLASSIFICATION.

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

SECTION 3. STATUS AND GRADE

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

SECTION 4. LOUNGE AREAS

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

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

SECTION 5. VENDING MACHINES

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

SECTION 6. USE OF PERSONAL VEHICLES FOR CITY BUSINESS.

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

SECTION 7. SMOKING IN CITY VEHICLES.

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

SECTION 8. USE OF CITY VEHICLES.

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

SECTION 9. EMERGENCY PHONE CALLS.

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

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

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

ARTICLE 30 - CONTINUATION

SECTION 1. CONTINUATION.

To the extent 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.

10/1/2010

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
<hr/>	<hr/>
Date	Date
<hr/>	<hr/>
Mayor	Business Agent
<hr/>	<hr/>
Finance Director	Secretary-Treasurer
<hr/>	<hr/>
City Solicitor	Witness
<hr/>	
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.

**As Amended in Committee 11/1/2021*

Passed:

Christopher G. Paplauskas, Council President

Approved:

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.

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

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

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 and Council Vice-President Ferri

Referred to Finance Committee November 1, 2021

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THE CITY OF CRANSTON

RESOLUTION OF THE CITY COUNCIL
“AMERICAN RESCUE PLAN ACT FUNDS – PRIORITIZING USE AND PUBLIC INPUT”

No.

Passed:

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.

- 45 (2) Address negative economic impacts caused by the public health emergency, including
46 economic harm to workers, households, small businesses, impacted industries, and the
47 public sector.
48
- 49 (3) Replace lost public sector revenue, using this funding to provide government services to
50 the extent of the reduction in revenue experienced due to the pandemic.
51
- 52 (4) Provide premium pay for essential workers, offering additional support to those who
53 have and will bear the greatest health risks because of their service in critical
54 infrastructure sectors.
55
- 56 (5) Invest in water, sewer, and broadband infrastructure, making necessary investments to
57 improve access to clean drinking water, support vital wastewater and storm water
58 infrastructure, and to expand access to broadband internet; and
59

60 **WHEREAS**, the City Council is desirous of meaningful input from its citizens, business
61 leaders, and governmental stakeholders as to highest and best use of its ARPA allocation; and
62

63 **NOW, THEREFORE, BE IT RESOLVED THAT**, the Honorable Cranston City Council:
64

- 65 1. Shall invite its citizens, business leaders and governmental stakeholders to special
66 meeting workshops of the City Council to engage in meaningful dialogue framed by the
67 authorized uses of Cranston's ARPA allocations and for the purpose of soliciting their
68 input on suggested uses of the ARPA funds; and
69
- 70 2. At the conclusion of the workshops, the City Council shall compose a report of its
71 findings in order to inform the Council as it approves the prioritization of the highest and
72 best use of Cranston's ARPA allocation.
73

74 Sponsored by Council Vice-President Ferri, Councilman Donegan and Councilwoman Marino
75

76 Referred to Finance Committee 11/1/2021.

Return to
NGrid

nationalgrid

RECEIVED

21 OCT 15 AM 10:06

PETITION OF THE NATIONAL GRID FOR JOINT OR IDENTICAL POLE LOCATION
TO THE HONORABLE CITY COUNCIL OF CRANSTON, RHODE ISLAND
CITY CLERK

City of Cranston
City Clerk
869 Park Ave
Cranston, RI 02910

NATIONAL GRID & Verizon New England Inc.,

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

South Clarendon St

Relocating P13 approx 10' South towards P14

Therefore, your petitioners pray that they be granted joint of identical location for existing poles and permission to erect and maintain poles and wires together with such sustaining and protecting fixtures as the may find necessary, said poles erected or to erected substantially in accordance with the plan filed herewith marked:

WR# 30410002

Dated 7/27/2021

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

NATIONAL GRID

BY: Christopher Montalto

VERIZON NEW ENGLAND, INC.

BY
ORDER

Dan Crossman
10/13/21

The foregoing petition been read, it was voted that the consent at the

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

A true copy of the vote at the

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

Pole & UG Petition/Permit Request Form

City CRANSTON WR# 30410002
Town of _____
(circle one)

Install _____ SO
(quantity) (circle one) JO Poles on _____
(street name)

Remove _____ SO
(quantity) JO - Poles on _____
(circle one) (street name)

Relocate 1 SO JO Poles on SOUTH CLARENDON ST
(quantity) (circle one) (street name)

Beginning at a point approximately $\frac{230}{\text{(distance)}}$ feet $\frac{\text{N}}{\text{(compass heading)}}$ of the centerline

of the intersection of CLARENCE ST
(street name)

and continuing approximately _____ feet in a _____ direction.
(distance) (compass heading)

Install underground facilities:

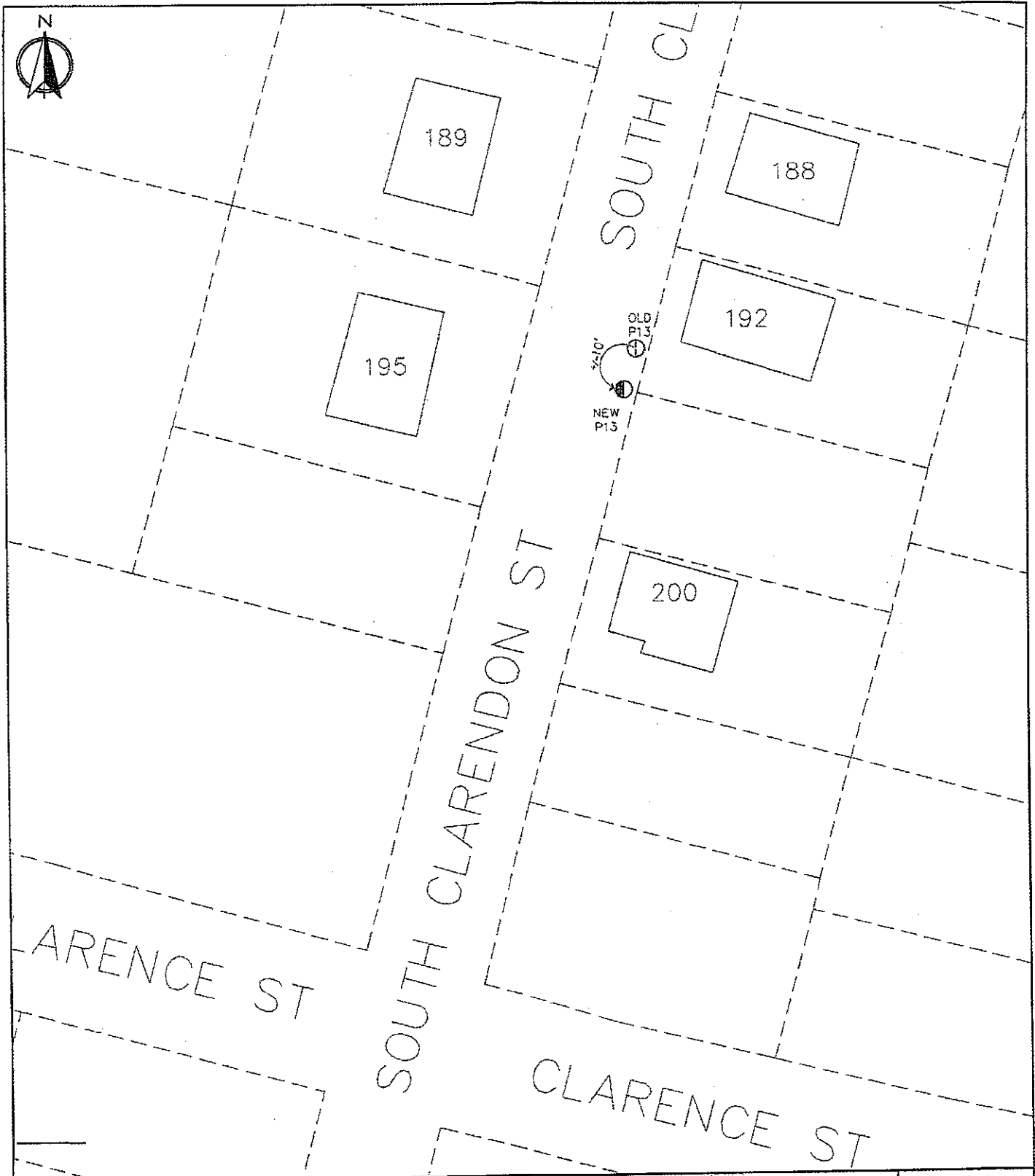
Street(s) _____

Description of Work:

RELOCATING P13 APPROX. 10' SOUTH TOWARDS P14.

ENGINEER Chanthy Seth

DATE 7/27/2021



LEGEND		P13 RELOCATION PETITION		Date: 7/27/2021
① Existing JO Pole	● Proposed SO Pole			Designer: C. SETH
⦿ Proposed JO Pole	○ Existing SO Pole			VPR: 30410002
--- Private Property Line	▷ Anchor & Guy	P13 S. Clarendon St Cranston, RI		
		Petition to the City of Cranston		
		nationalgrid		