Edwards Angell Palmer & Dodge LLP

2800 Financial Plaza Providence, RI 02903 401.274.9200 fax 401.276.6611 eapdlaw.com

RHODE ISLAND BOARD OF ELECTIONS 2011 APR 19 AM 11:55

April 19, 2011

VIA COURIER

State of Rhode Island and Providence Plantations Board of Elections Campaign Finance Division 50 Branch Avenue Providence, Rhode Island 02904

Re: Affidavits of State Vendor

Gentlemen:

Enclosed are four (4) Affidavits of State Vendor for filing on behalf of each of Walter G.D. Reed, Christopher D. Graham and Renee A.R. Evangelista.

Kindly indicate your receipt of these Affidavits, by stamping the enclosed copy of this letter and returning it to the waiting messenger.

Thank you.

Sincerely,

Enna M Pheland

Donna M. Pheland Senior Paralegal

Enclosures

cc: Ellen M. Corneau, Esq. Walter G.D. Reed, Esq. Christopher D. Graham, Esq. Renee A.R. Evangelista, Esq.

State of Rhode Island and Providence Plantations BOARD of ELECTIONS CAMPAIGN FINANCE DIVISION RHODE ISLAND 50 Branch Avenue, Providence Rhode Island 02904 OF ELECTIONS TEL (401) 222-2345 2011 APR 19 AM 11: 50

AFFIDAVIT OF STATE VENDOR

UNDER CHAPTER 17-27 OF THE GENERAL LAWS OF RHODE ISLAND

Statement Under Oath of Affirmation

The undersigned, upon oath or affirmation, does hereby make the following statements and provide the following information

 Name, address and telphone number of person making this affidavit MR. Walter G.D. Reed Name of Person Making this Affidavit 14 Cooke Street Address1

Address2 Providence, RI 02906 City State Zip 401 274-9200 Phone

2. Within the 24 month period preceding the date of the contract with the state agency, or with respect to the contracts that are not in writing within the 24 month period preceding the date of notification that the contract has reached the \$5000 threshold, have you contributed an aggregate amount of more than \$250 within a calendar year to any R.I. general officer, candidate for R.I. general office, any member of the general assembly or candidate for general assembly, or any R.I. political party? (includes an individual contracting party, or business entity on behalf of a related party, or a related party reporting on his/her own behalf) NOTE: If this is a semi-annual filing (i.e. January 1 to June 30 or July 1 to December 31), you must report contributions made from the date of execution of the last contract entered into during such semi-annual period to the date which is 24 months prior to the first day of the same semi-annual period.

Yes [x] No []

3. If the answer to question 2 is "yes", provide the name of the R.I. general officer, candidate for R.I. general office, member of the general assembly or candidate for general assembly, or R.I. political party and the date and the amount of each contribution. List all contributins even if reported on a previously filed affidavit. However please indicate the previously reported contributions by the letter "PR" following the date of the contribution listed below.

Name of Officer, Candidate or Political Party	Date of Contribution	Amount of Contribution	Name of Contributor	Relationship to Contracting Party
Lincoln D Chafee	11/30/2010 PR	250.00	Walter G.D. Reed	Managing Partner
Gina M Raimondo	06/14/2010 Pr	875.00	Walter G.D. Reed	Managing Partner
Lincoln D Chafee	04/17/2010 Prc	1,000.00	Walter G.D. Reed	Managing Partner
Gina M. Raimondo	03/25/2010 Pr	125.00	Walter G.D. Reed	Managing Partner
Elizabeth H Roberts	03/20/2010 <i>PC</i>	1,000.00	Walter G.D. Reed	Managing Partner
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Lincoln D. Chafee	09/28/2010 PR	1,000.00	Cynthia S. Reed	Spouse of Managing
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Gina M. Raimondo	03/17/2010 MC	1,000.00	Cynthia S. Reed	Spouse of Managing
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Elizabeth H. Roberts	02/20/2009 PR	1,000.00	Cynthia S. Reed	Spouse of Managing
Elizabeth H. Roberts	06/30/2008 PR	750.00	Cynthia S. Reed	Spouse of Managing

4. What is the date of execution of the written contract requiring filing of this affidavit [Such contract must be filed with this affidavit]

5. If the contract requiring the filing of this affidavit is not in writing, when were you first notified that the contract had reached the \$5000 threshold?

06/02/2010

involved, and the term or duration of such contract. If the term is indefinite, so state. Agency Goods / Services Contract Expire Date 7. Is this affidavit made by you as an individual or on behalf of a business entity? Individual [] Business Entity [] 8. If on behalf of a business entity, what is the name and nature of the business entity? **Business** Name FEIN# Corporation [] Partnership [] Sole Proprietorship [] Other Business Entity [] 9. If "Other Business Entity" is checked above what is the nature of such business entity? 10. Are you a state vendor because you are the contracting party in a contract with a state Yes [] No [x] 11. If yes, what is the name of the state agency to which you are providing goods and/or services? 12. If the answer to question 10 is "no", are you a state vendor because you are related to a contracting Yes [x] No [] 13. If the answer to question 12 is "yes", what is the nature of your relationship with the contracting party? Managing Partner 14. If you are a related party, provide the name and address of the contracting party and the state agency involved in such contract. Edwards Angell Palmer & Dodge LLP State of Rhode Island Name of Contracting Party State Agency 2800 Financial Plaza Address1 Address2 Providence <u>RI</u> City State Zip 15. If you are the contracting party, have you surveyed all related parties and does this affidavit contain all Yes [x] No [] reportable political contributions made by such related parties? 16. If the answer to question 15 is "no", have you notified all such parties of the requirements of the law and Yes [] No [] of their oblicagation to file this affidavit if they have made reportable political contributions? 17. If the answer to question 16 is "yes", provide the names and addresses of related parties who might be required to file this affidavit and the nature of such relationship. Name Address Relationship 18. What is the total gross amount in dollars, of contracts entered into during the said preceding 24 month period between the contracting period and ALL state agencies? Include all contracts regarless of amount. If you are filing this affidavit as a party related to the contracting party and do not have knowledge of the information required by this question, please so state by marking "Yes." NOTE: If this is a semi-annual filing (i.e. January 1 to June 30 or July 1 to December 31), you must report contributions made from the date of execution of the last contract entered into during such semi-annual period to the date which is 24 months prior to the first day of the same semi-annual period. Yes [] No []

State Agency	Date of Contract	Amount of Contract	FEIN #	P.O. #
Rhode Island Health and Narragansett Bay Commission	06/01/2008 07/01/2009	,	52-1300173 06-1471715	
Total Gross Amount:		977.642.00		

6. If the contract requiring the filing of this affidavit is not in writing, describe the goods and/or services to be provided, the state agency

State of: <u>RI</u> County of: Providence

Signature of Person making the Affidavit

Subscribed and sworn to or Affirmed before me, an official authorized to administer oaths in the jurisdiction where this affidavit was made, on this

15th day of april 20 11 Z Signature of Notary or Other Person Authorized to Administer Oaths

Linda L. FRANCO Printed Name of Notary or Other Person Authorized to Administer Oaths Expires - 9-26-2012

EDWARDS ANGELL PALMER& DODGE 14P

2800 Financial Plaza Providence, RI 02903 401.274.9200 fax 401.276.6611 eapdlaw.com

June 2, 2010

State of Rhode Island One Capital Hill Providence, Rhode Island 02903 Attention: Rosemary Booth Gallogly, Director of Administration

Re: Special Counsel for Bond and Legislative Matters

Dear Ms. Gallogly:

This letter agreement (the "Agreement") will confirm the terms and conditions of our engagement as special counsel to the State of Rhode Island, acting by and through its Department of Administration (the "State"), in connection with municipal receivership matters.

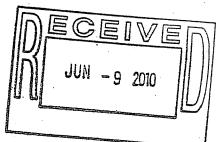
1. <u>SCOPE OF ENGAGEMENT</u>. The State is hereby hiring Edwards Angell Palmer & Dodge LLP (the "Firm" or "EAPD") as special counsel to represent the State on bond and legislative matters relating to municipal receiverships, subject to the exclusions and limitations set forth herein or as may in the future be communicated in writing between the State and EAPD. Unless the State and EAPD make a different agreement in writing, this Agreement will govern all future services that we may perform for the State.

The Firm expects to perform the following services: draft legislation, render advice, conduct legal research and perform such other actions as may be required by the State with respect to municipal receivership matters.

For purposes of General Laws Chapter 22-10 relative to lobbying, this engagement is for the drafting of legislation regarding municipal receiverships and rendering related advice as may be requested by the Department of Administration, the Department of Revenue, or any legislative committee. In no event shall this engagement or any of the services performed or actions taken by EAPD pursuant to such engagement be construed as "lobbying" under Rhode Island General Laws Section 22-10.

2. <u>TERM OF ENGAGEMENT</u>. This engagement shall be for a limited duration of one year from the date hereof.

3. <u>ATTORNEY-CLIENT RELATIONSHIP</u>. The State, in this engagement, is our client and an attorney-client relationship will exist between us upon execution of this engagement letter. Our services as special counsel are limited to those contracted for in this engagement letter.



Edwards Angell Palmer & Dodge LLP

State of Rhode Island June 2, 2010 Page 2

4. <u>CONFLICTS</u>. The Firm does not perceive any potential conflicts of interest and to our knowledge there are currently no material actual conflicts of interest that would prevent EAPD from representing the State. In the event of future conflicts between a Firm client and the State, we would discuss with the Director of Administration whether it would be appropriate for waivers to be granted on a case-by-case basis. EAPD would not represent the State or any other EAPD client if their interests were directly adverse, all in accordance with our ethical duties under applicable law and canons of ethics.

5. <u>FEES</u>. We will bill the State a blended flar government rate for public finance work of \$315 per hour through June 30, 2010 (and \$320 per hour thereafter) for all services rendered by Firm lawyers and other legal personnel (such as paralegals); such rate shall remain in effect for the term of this Agreement. Such blended hourly rate shall apply to all legal personal, both lawyers and paralegals, with respect to services rendered for the State. This proposed fee structure does not exceed the rate of compensation charged to other preferred public or private clients for public finance matters.

In addition to discounted hourly fees for legal services specified above, we typically charge for official fees and other out-of-pocket costs incurred by the Firm on a client's behalf in the course of rendering those services, on a cost basis, including photocopies and fax transmissions, local and overnight courier services, client-requested out-of-town travel, computer supported legal research, and overtime charges for secretarial assistance.

6. <u>BILLING STATEMENTS</u>. We will send the State monthly statements for any fees and costs incurred as described in this Agreement. Statements will typically be delivered to the State within fifteen (15) days of the close of each month. Each statement will be due within fifteen (15) days of its date of delivery to the State. Unpaid amounts past due will bear interest at 1% per month.

7. <u>DISCHARGE AND WITHDRAWAL</u>. The State may discharge us at any time in its discretion. To the extent consistent with our ethical obligations as lawyers, we reserve the right to withdraw with the State's consent or for good cause.

8. <u>E-VERIFY</u>. Pursuant to the Governor's Executive Order 08-01 and the Department of Administration Division of Purchasing requirement effective May 15, 2008, we hereby certify that we have registered to utilize the E-Verify program (<u>www.dhs.gov/E-Verify</u>) to ensure compliance with federal and state laws. We understand that we are required to continue to utilize the E-Verify program for as long as we continue to do business with the State. We further understand that our failure to continue to do utilize the services of the E-Verify program will adversely affect our ability to do business with the State in the future.

Edwards Angell Palmer & Dodge LLP

State of Rhode Island June 2, 2010 Page 3

If the foregoing terms of this engagement letter are acceptable to you, please so indicate by returning the enclosed copy of this engagement letter. We look forward to working with you.

EDWARDS ANGELL PALMER & DODGE LLP

By:

Karen S.D. Grande, Partner

Accepted and Approved

STATE OF RHODE ISLAND

By: inse Rosemary Booth Gallogly

Director of Administration

Date: June , 2010

cc: Marilyn Shannon McConaghy, Esquire

State of Rhode Island and Providence Plantations BOARD of ELECTIONS CAMPAIGN FINANCE DIVISION 50 Branch Avenue, Providence Rhode Island 02904 TEL (401) 222-2345

AFFIDAVIT OF STATE VENDOR

UNDER CHAPTER 17-27 OF THE GENERAL LAWS OF RHODE ISLAND

Statement Under Oath of Affirmation

The undersigned, upon oath or affirmation, does hereby make the following statements and provide the following information

 Name, address and telphone number of person making this affidavit MR. Walter G.D. Reed Name of Person Making this Affidavit 14 Cooke Street Address1

Address2 Providence, RI 02906 City State Zip 401 274-9200 Phone

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Yes [x] No []

3. If the answer to question 2 is "yes", provide the name of the R.I. general officer, candidate for R.I. general office, member of the general assembly or candidate for general assembly, or R.I. political party and the date and the amount of each contribution. List all contributins even if reported on a previously filed affidavit. However please indicate the previously reported contributions by the letter "PR" following the date of the contribution listed below.

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5. If the contract requiring the filing of this affidavit is not in writing, when were you first notified that the contract had reached the \$5000 threshold?

07/01/2010

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6. If the c involved,	ontract requirin and the term or	g the filing of this affind the filing of the second state of the	idavit is not in w tract. If the term	riting, describe the g	oods and/or service	es to be provided, the state age
Agency		Goods / S	Services			Contract Expire
7. Is this a	affidavit made l	oy you as an individua	l or on behalf of	a business entity?	Individual	[] Business Entity []
8. If on be	half of a busin	ess entity, what is the	name and nature	of the business entit	y?	
Busine	ss Name	4	FEIN	¥		
Corpor	ration []	Partnership []	Sol	le Proprietorship []	Other Bı	usiness Entity []
9. If "Oth	er Business Ent	ity" is checked above	what is the natu	re of such business e	ntity?	
10. Are yo	ou a state vendo	or because you are the	contracting part	y in a contract with a	state Yes []]	No [x]
		ne of the state agency				
12. If the	answer to quest	tion 10 is "no", are you	u a state vendor	because you are relat	ed to a contracting	Yes [x] No []
13. If the <u>Mana</u>	answer to quest Iging Partner	tion 12 is "yes", what	is the nature of y	our relationship with	the contracting par	rty?
Name	of Contracting 1 inancial Plaza ss1 ss2	er & Dodge LLP Party <u>RI 02903</u>		arragansett Bay Com tate Agency	<u>mission</u>	
City		State Zip				
15. If you reportable	are the contrac political contri	ting party, have you s butions made by such	urveyed all related parties?	ed parties and does th	is affidavit contain	all Yes [x] No []
16. If the a of their ob	answer to quest licagation to fi	ion 15 is "no", have y le this affidavit if they	ou notified all su have made repo	ch parties of the requertable political contr	uirements of the lav	w and Yes [] No []
17. If the a and the na	answer to quest ture of such rel	ion 16 is "yes", provid ationship.	le the names and	l addresses of related	parties who might	be required to file this affidav
Name		Ado	dress		Relati	onship
period and contracting this is a se	l ALL state age g party and do n mi-annual filin of the last cont al period. State Ager Rhode Isla	ncies? Include all con not have knowledge o g (i.e. January 1 to Jun ract entered into durin ncy ncy	tracts regarless of f the information ne 30 or July 1 to g such semi-ann Date of Contract 06/01/2008	of amount. If you are a required by this que to December 31), you ual period to the date Amount of Contract 898,237.00	filing this affidavi stion, please so star must report contrib which is 24 month Yes [] No [] FEIN # 52-1300173	th period between the contract t as a party related to the te by marking "Yes." NOTE: putions made from the date of as prior to the first day of the s P.O. #
	Narragans	ett Bay Commission	07/01/2009	79,405.00	06-1471715	

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State of: RI County of: Providence

Male

Signature of Person making the Affidavit

Subscribed and sworn to or Affirmed before me, an official authorized to administer oaths in the jurisdiction where this affidavit was made, on this 154-

day of (in 20 11 Signature of Notary or Other Person Authorized to Administer Oaths

Linda L. FRANCO Printed Name of Notary or Other Person Authorized to Administer Oaths Exprines-9-26-2012-

Edwards Angell Palmer & Dodge LLP

2800 Financial Plaza Providence, RI 02903 401.274.9200 fax 401.276.6611 eapdlaw.com

Karen S.D. Grande 401.455.7608 *Fax* 888.325.9150 kgrande@eapdlaw.com

September 8, 2010

Laurie Horridge Bissonette, Esquire General Counsel Narragansett Bay Commission One Service Road Providence, Rhode Island 02905

Re: Narragansett Bay Commission - Agreement for Legal Services

Dear Laurie:

Enclosed please find three (3) signed copies of the Agreement for Legal Services. I look forward to continuing my work with Narragansett Bay Commission. Thank you and if you have any questions, please do not hesitate to call.

Sincerely,

Karen S.D. Grande

Enclosure

NARRAGANSETT BAY COMMISSION AGREEMENT FOR LEGAL SERVICES CONTRACT NUMBER 2010C

This Agreement, is made this _____ day of June, 2010, by and between the Narragansett Bay Commission (hereinafter the "Commission") acting pursuant to the provisions of Title 46, Chapter 25 of the General Laws of Rhode Island and Edwards Angell Palmer & Dodge, LLP (hereinafter "Edwards Angell") and their successors and assigns.

The Commission and Edwards Angell in consideration of their mutual covenant herein and for other good and valuable consideration agree as follows:

1. SCOPE OF WORK

Edwards Angell, with Karen Grande as Lead Counsel, may serve as bond counsel in connection with cash flow borrowing and the financing of Capital Projects, funded directly through proceeds from the issuance of long or short term revenue obligations at the Commission's request.

The Lead Counsel shall utilize and direct the resources of Edwards Angell including, but not limited to, attorneys, associate counsel and researchers to accomplish said legal functions at the discretion of the Executive Director or his/her designee in accordance with the Commission's By-Laws.

The parties shall maintain an attorney/client relationship throughout the term of this Agreement.

2. EXECUTION OF AGREEMENT AND MODIFICATIONS

This Agreement and any changes or modifications hereto shall be in writing and must be executed by both the Commission and Edwards Angell.

3. TERM

This Agreement and the terms herein shall be effective July 1, 2010 until June 30, 2011.

4. RESERVED

5. PAYMENT FOR SERVICES

From the date of July 1, 2010 through June 30, 2011, the Commission shall compensate Edwards Angell for bond counsel services on the basis of fixed fee arrangements by letter of agreement with the Executive Director at the onset of any such revenue obligation.

6. CHANGES/BUDGET ADJUSTMENT

The Commission may, at any time, by written order, make changes within the general scope of this Agreement, in the services or work to be performed. If such changes cause an increase or decrease in Edwards Angell's cost or time required to perform any services under this Agreement, whether or not changed by any order, the Commission and Edwards Angell shall make an equitable adjustment and modify this Agreement in writing.

Edwards Angell must assert any claim for adjustment under this clause within thirty (30) days from the date it receives the Commission's notification of change, unless the Commission grants additional time before the date of final payment. No claim by Edwards Angell for an equitable adjustment shall be allowed if made after final payment under this Agreement.

No services for which Edwards Angell will charge any additional compensation shall be furnished without the prior written approval of the Commission.

7. EXTENT OF AGREEMENT

Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the Commission and Edwards Angell.

8. SUB-CONTRACTS

Edwards Angell warrants that they will not sub-contract any portion of the tasks or sub-tasks they are obligated to perform under this Agreement without the prior written consent of the Commission.

9. NOTICES

All notices required hereunder shall be in writing to the parties at the following:

COMMISSION:

Narragansett Bay Commission

One Service Road

Providence, RI 02905

ATTN: Laurie Horridge Bissonette, Esq., Director of Executive Affairs Copy: Raymond J. Marshall, P.E., Executive Director Copy: Vincent J. Mesolella, Chairman

EDWARDS ANGELL:

Edwards Angell Palmer & Dodge, LLP 2800 Financial Plaza Providence, RI 02903 ATTN: Karen Grande, Esq.

10. CAPTIONS

Captions and section headings are for reference only and shall not limit or otherwise affect the meaning of the sections hereunder.

11. INTEGRATION

This Agreement represents the entire understanding of the Commission and Edwards Angell with regard to those matters covered hereunder. This Agreement may not be modified or altered, except in writing, signed by both parties.

12. JURISDICTION

This Agreement shall be administered and interpreted under the laws of the State of Rhode Island. Jurisdiction of litigation arising from this Agreement shall be in the State of Rhode Island. If any part of this Agreement is found to be in conflict with applicable laws, such parts shall be inoperative, null and void, insofar as it is in conflict with said laws, but the remainder of the Agreement shall be in full force in effect.

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IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized representatives, this Agreement in two (2) counterparts, each of which shall be deemed an original.

FOR THE COMMISSION:

<u>Witness</u>

By:____

Vincent J. Mesolella, *Chairman*

Witness

By:_

Raymond J. Marshall, P.E. *Executive Director*

FOR EDWARDS ANGELL:

Witness Danise Marshall

By:

Karen Grande, Esquire Attorney at Law

State of Rhode Island and Providence Plantations BOARD of ELECTIONS CAMPAIGN FINANCE DIVISION 50 Branch Avenue, Providence Rhode Island 02904 TEL (401) 222-2345

RHODE ISLAND BOARD OF ELECTIONS 2011 APR 19 MI 11:56

AFFIDAVIT OF STATE VENDOR

UNDER CHAPTER 17-27 OF THE GENERAL LAWS OF RHODE ISLAND

Statement Under Oath of Affirmation

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 14 Cooke Street Address1

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401 274-9200
Phone

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Yes [x] No []

3. If the answer to question 2 is "yes", provide the name of the R.I. general officer, candidate for R.I. general office, member of the general assembly or candidate for general assembly, or R.I. political party and the date and the amount of each contribution. List all contributins even if reported on a previously filed affidavit. However please indicate the previously reported contributions by the letter "PR" following the date of the contribution listed below.

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5. If the contract requiring the filing of this affidavit is not in writing, when were you first notified that the contract had reached the \$5000 threshold?

01/18/2011

6. If the contract requiring the filing of this affidavit is not in writing, describe the goods and/or services to be provided, the state agency involved, and the term or duration of such contract. If the term is indefinite, so state. Contract Expire Date Goods / Services Agency 7. Is this affidavit made by you as an individual or on behalf of a business entity? Individual [] Business Entity [] 8. If on behalf of a business entity, what is the name and nature of the business entity? FEIN# **Business** Name Other Business Entity [] Sole Proprietorship [] Partnership [] Corporation [] 9. If "Other Business Entity" is checked above what is the nature of such business entity? Yes [] No [x] 10. Are you a state vendor because you are the contracting party in a contract with a state 11. If yes, what is the name of the state agency to which you are providing goods and/or services? 12. If the answer to question 10 is "no", are you a state vendor because you are related to a contracting Yes [x] No [] 13. If the answer to question 12 is "yes", what is the nature of your relationship with the contracting party? Managing Partner 14. If you are a related party, provide the name and address of the contracting party and the state agency involved in such contract. State of Rhode Island Edwards Angell Palmer & Dodge LLP State Agency Name of Contracting Party 2800 Financial Plaza Address1 Address2 02903 Providence RIState Zip City 15. If you are the contracting party, have you surveyed all related parties and does this affidavit contain all Yes [x] No [] reportable political contributions made by such related parties? 16. If the answer to question 15 is "no", have you notified all such parties of the requirements of the law and Yes [] No [] of their oblicagation to file this affidavit if they have made reportable political contributions? 17. If the answer to question 16 is "yes", provide the names and addresses of related parties who might be required to file this affidavit and the nature of such relationship. Relationship Address Name 18. What is the total gross amount in dollars, of contracts entered into during the said preceding 24 month period between the contracting period and ALL state agencies? Include all contracts regarless of amount. If you are filing this affidavit as a party related to the contracting party and do not have knowledge of the information required by this question, please so state by marking "Yes." NOTE: If this is a semi-annual filing (i.e. January 1 to June 30 or July 1 to December 31), you must report contributions made from the date of execution of the last contract entered into during such semi-annual period to the date which is 24 months prior to the first day of the same semi-annual period. Yes [] No [] FEIN# P.O. # Amount of State Agency Date of Contract Contract 898,237.00 52-1300173 Rhode Island Health and 06/01/2008 79,405.00 06-1471715 07/01/2009 Narragansett Bay Commission

> State of Rhode Island Total Gross Amount:

1,150,981.00

01/18/2011

173,339.00 05-6000522

State of: <u>RI</u> County of: Providence

Signature of Person making the Affidavit

Subscribed and sworn to or Affirmed before me, an official authorized to administer oaths in the jurisdiction where this affidavit was made, on this

15th l 20 11 day of Signature of Notary or Other Person Authorized to Administer Oaths

Linda L. FRANCO Printed Name of Notary or Other Person Authorized to Administer Oaths Expines-9-26-2012

Edwards Angell Palmer & Dodge LLP

2800 Financial Plaza Providence, RI 02903 401.274.9200 fax 401.276.6611 eapdlaw.com

January 18, 2011

The Honorable Mark A. Pfeiffer Receiver of the City of Central Falls Department of Revenue One Capitol Hill Providence, Rhode Island 02908

Re: Special Counsel for Receivership Matters

-Dear Judge Pfeiffer:

This letter agreement (the "Agreement") will confirm the terms and conditions of our engagement as special counsel to the State of Rhode Island, acting by and through its Department of Administration (the "State"), in connection with municipal receivership matters.

1. <u>SCOPE OF ENGAGEMENT</u>. The State is hereby hiring Edwards Angell Palmer & Dodge LLP (the "Firm" or "EAPD") as special counsel to represent the State on special matters relating to municipal receiverships, particularly those related to bond matters, subject to the exclusions and limitations set forth herein or as may in the future be communicated in writing between the State and EAPD. Unless the State and EAPD make a different agreement in writing, this Agreement will govern all future services that we may perform for the State.

The Firm expects to perform the following services: draft legislation, render advice, conduct legal research and perform such other actions as may be required by the State with respect to municipal receivership matters.

For purposes of General Laws Chapter 22-10 relative to lobbying, this engagement is for the drafting of legislation regarding municipal receiverships and rendering related advice as may be requested by the Department of Administration, the Department of Revenue, or any legislative committee. In no event shall this engagement or any of the services performed or actions taken by EAPD pursuant to such engagement be construed as "lobbying" under Rhode Island General Laws Section 22-10.

2. <u>TERM OF ENGAGEMENT</u>. This engagement shall be for a six (6) month period commencing on the date hereof; provided the engagement may be renewed and extended thereafter upon the written agreement of the parties.

3. <u>ATTORNEY-CLIENT RELATIONSHIP</u>. The State, in this engagement, is our client and an attorney-client relationship will exist between us upon execution of this engagement letter. Our services as special counsel are limited to those contracted for in this engagement letter.

EDWARDS ANGELL PALMER & DODGE LLP

The Honorable Mark A. Pfeiffer January 18, 2011 Page 2

4. <u>CONFLICTS</u>. The Firm does not perceive any potential conflicts of interest and to our knowledge there are currently no material actual conflicts of interest that would prevent EAPD from representing the State. In the event of future conflicts between a Firm client and the State, we would discuss with the Director of Administration whether it would be appropriate for waivers to be granted on a case-by-case basis. EAPD would not represent the State or any other EAPD client if their interests were directly adverse, all in accordance with our ethical duties under applicable law and canons of ethics.

5. <u>FEES</u>. We will bill the State a blended flat government rate for public finance work of \$320 per hour for all services rendered by Firm lawyers and other legal personnel (such as paralegals); such rate shall remain in effect for the term of this Agreement. Such blended hourly rate shall apply to all legal personal, both lawyers and paralegals, with respect to services rendered for the State. This proposed fee structure does not exceed the rate of compensation charged to other preferred public or private clients for public finance matters.

In addition to discounted hourly fees for legal services specified above, we typically charge for official fees and other out-of-pocket costs incurred by the Firm on a client's behalf in the course of rendering those services, including photocopies and fax transmissions, local and overnight courier services, client-requested out-of-town travel, computer supported legal research, and overtime charges for secretarial assistance.

6. <u>BILLING STATEMENTS</u>. Bills will be submitted on a monthly basis to the Acting Director of the Division of Revenue for review, approval and processing for payment by the State of Rhode Island; statements may thereafter be submitted to the City of Central Falls for reimbursement. Statements will typically be delivered to the State within fifteen (15) days of the close of each month. Each statement will be due within fifteen (15) days of its date of delivery to the State. Unpaid amounts past due will bear interest at 1% per month.

7. <u>DISCHARGE AND WITHDRAWAL</u>. The State may discharge us at any time in its discretion. To the extent consistent with our ethical obligations as lawyers, we reserve the right to withdraw with the State's consent or for good cause.

8. <u>E-VERIFY</u>. Pursuant to the Governor's Executive Order 08-01 and the Department of Administration Division of Purchasing requirement effective May 15, 2008, we hereby certify that we have registered to utilize the E-Verify program (<u>www.dhs.gov/E-Verify</u>) to ensure compliance with federal and state laws. We understand that we are required to continue to utilize the E-Verify program for as long as we continue to do business with the State. We further understand that our failure to continue to do utilize the services of the E-Verify program will adversely affect our ability to do business with the State in the future.

Edwards Angell Palmer & Dodge LLP

The Honorable Mark A. Pfeiffer January 18, 2011 Page 3

If the foregoing terms of this engagement letter are acceptable to you, please so indicate by returning the enclosed copy of this engagement letter. We look forward to working with you.

EDWARDS ANGELL PALMER & DODGE LLP

By:

Karen S.D. Grande, Partner

MARK A. PFEIFFER, as and only as Receiver of the City of Central Falls, and not in his individual capacity

Reviewed and approved by:

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Alman By: Sorta

Rosemary Booth Gallogly Director of Administration and Acting Director of Revenue

Date: January ___, 2011 cc: Marilyn Shannon McConaghy, Esquire

PRV 1114025.1

State of Rhode Island and Providence Plantations BOARD of ELECTIONS CAMPAIGN FINANCE DIVISION 50 Branch Avenue, Providence Rhode Island 02904 TEL (401) 222-2345

RHODE ISLAND BOARD OF ELECTIONS 2011 APR 19 MI 11: 55

AFFIDAVIT OF STATE VENDOR

UNDER CHAPTER 17-27 OF THE GENERAL LAWS OF RHODE ISLAND

Statement Under Oath of Affirmation

The undersigned, upon oath or affirmation, does hereby make the following statements and provide the following information

 Name, address and telphone number of person making this affidavit MR. Walter G.D. Reed Name of Person Making this Affidavit 14 Cooke Street Address1

Address2 Providence, RI 02906 City State Zip 401 274-9200 Phone

2. Within the 24 month period preceding the date of the contract with the state agency, or with respect to the contracts that are not in writing within the 24 month period preceding the date of notification that the contract has reached the \$5000 threshold, have you contributed an aggregate amount of more than \$250 within a calendar year to any R.I. general officer, candidate for R.I. general office, any member of the general assembly or candidate for general assembly, or any R.I. political party? (includes an individual contracting party, or business entity on behalf of a related party, or a related party reporting on his/her own behalf) NOTE: If this is a semi-annual filing (i.e. January 1 to June 30 or July 1 to December 31), you must report contributions made from the date of execution of the last contract entered into during such semi-annual period to the date which is 24 months prior to the first day of the same semi-annual period.

Yes [x] No []

3. If the answer to question 2 is "yes", provide the name of the R.I. general officer, candidate for R.I. general office, member of the general assembly or candidate for general assembly, or R.I. political party and the date and the amount of each contribution. List all contributins even if reported on a previously filed affidavit. However please indicate the previously reported contributions by the letter "PR" following the date of the contribution listed below.

Name of Officer, Candidate or Political Party	Date of Contribution	Amount of Contribution	Name of Contributor	Relationship to Contracting Party
Lincoln D Chafee	11/30/2010	250.00	Walter G.D. Reed	Managing Partner
Gina M Raimondo	06/14/2010	875.00	Walter G.D. Reed	Managing Partner
Lincoln D Chafee	04/17/2010	1,000.00	Walter G.D. Reed	Managing Partner
Gina M. Raimondo	03/25/2010	125.00	Walter G.D. Reed	Managing Partner
Elizabeth H Roberts	03/20/2010	1,000.00	Walter G.D. Reed	Managing Partner
Joseph M Fernandez	03/08/2010	1,000.00	Walter G.D. Reed	Managing Partner
Elizabeth H Roberts	12/31/2009	1,000.00	Walter G.D. Reed	Managing Partner
Lincoln D. Chafee	09/28/2010	1,000.00	Cynthia S. Reed	Spouse of Managing
Elizabeth H. Roberts	06/30/2010	1,000.00	Cynthia S. Reed	Spouse of Managing
Gina M. Raimondo	03/17/2010	1,000.00	Cynthia S. Reed	Spouse of Managing
Gina M. Raimondo	12/28/2009	1,000.00	Cynthia S. Reed	Spouse of Managing
Elizabeth H. Roberts	02/20/2009	1,000.00	Cynthia S. Reed	Spouse of Managing
Elizabeth H. Roberts	06/30/2008	750.00	Cynthia S. Reed	Spouse of Managing

4. What is the date of execution of the written contract requiring filing of this affidavit [Such contract must be filed with this affidavit]

5. If the contract requiring the filing of this affidavit is not in writing, when were you first notified that the contract had reached the \$5000 threshold?

04/30/2010

	ect requiring the f the term or durat								F ,,-,	
Agency			Goods / Se	ervices					Con	tract Expire Date
. Is this affid	avit made by you	ı as an	individual	or on behalf of	a business entity	?	Individ	1al []	Busine	ss Entity []
3. If on behalf	of a business ent	tity, w	/hat is the n	ame and nature	of the business	entity?				
Business N	ame			FEIN	ŧ					
Corporatio	n[] Pa	irtners	hip []	Sol	e Proprietorship	[]	Other	Business	Entity []	
9. If "Other B	usiness Entity" is	chec	ked above v	what is the natu	re of such busine	ss entity	y?			
10. Are you a	state vendor beca	ause y	ou are the o	contracting part	y in a contract w	ith a sta	te Yes [] No [x]		
1. If yes, wh	at is the name of	the st	ate agency t	to which you ar	e providing good	ls and/o	r services?			
2. If the answ	ver to question 10	0 is "r	io", are you	a state vendor	because you are	related	to a contraction	ıg	Yes [x] No	p[]
3. If the answ <u>Managing</u>	ver to question 12 <u>g Partner</u>	2 is "y	ves", what is	s the nature of y	our relationship	with the	e contracting	party?		
<u>Edwards A</u> Name of C <u>2800 Finar</u>	a related party, p ngell Palmer & I ontracting Party icial Plaza			R	he contracting p hode Island Hea tate Agency	arty and <u>lth and </u>	l the state age Educational I	ncy invo Building (lved in suc Corporation	h contract.
Address1										
Address2 <u>Providence</u> City	-	<u>RI</u> State	<u>02903</u> Zip							
15. If you are	the contracting p itical contributio					bes this	affidavit cont	ain all	Yes [x] No) []
16. If the answ	ver to question 1: gation to file this	5 is "1	10", have yo	ou notified all s	uch parties of the			law and	Yes [] No	
17. If the answ	ver to question 10 of such relations	6 is " <u>'</u>	-	-				ght be req	uired to fil	e this affidavit
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Name			Aut	11055			i i i i i i i i i i i i i i i i i i i	iationsinj	þ	
period and Al contracting pa this is a semi-	LL state agencies arty and do not ha annual filing (i.e he last contract e	? Incl ave ki . Janu	ude all com nowledge of ary 1 to Jur	tracts regarless f the informatio ne 30 or July 1 1	of amount. If yo n required by the to December 31)	ou are fi s questi , you m e date w	ling this affid on, please so ust report cor	avit as a state by n state by n stribution onths price	party relate narking "Y s made froi	es." NOTE: If
	State Agency			Date of Contract	Amount of Contract	F	EIN #	. P	P.O. #	
	Rhode Island H Narragansett Ba			06/01/2008 07/01/2009	898,23 79,40		2-1300173 6-1471715			
	Total Gross A	-			977,6				1	

State of: <u>RI</u> County of: Providence

alt Go Reed

Signature of Person making the Affidavit

Subscribed and sworn to or Affirmed before me, an official authorized to administer oaths in the jurisdiction where this affidavit was made, on this

15th day of april 20 /1 Na -0

Signature of Notary or Other Person Authorized to Administer Oaths

Linda L. FRANCO Printed Name of Notary or Other Person Authorized to Administer Oaths Expires - 9-26-2012

EDWARDS ANGELL PALMER & DODGE 111P

2800 Financial Plaza Providence, RI 02903 401.274.9200 fax 401.276.6611 eapdlaw.com

James R. McGuirk

401.276.6550 fax 888.325.9043 jmcguirk@eapdlaw.com

April 30, 2010

Mr. Robert E. Donovan Executive Director Rhode Island Health and Educational Building Corporation 170 Westminster Street, Suite 1200

Providence, Rhode Island 02903

RE: Request for Proposal for Bond Counsel Services

Dear Bob:

Edwards Angell Palmer & Dodge LLP ("EAPD") is pleased to submit the attached proposal for Bond Counsel services. We have served as Bond Counsel to the Rhode Island Health and Educational Building Corporation since 1975 and we have always considered it a privilege to serve this fine organization.

EAPD is a recognized bond counsel firm and we are listed in the most recent edition of the *Bond Buyer's Municipal Marketplace Directory* (the "Red Book"). In 2009, EAPD was ranked 11th nationwide among bond counsel according to the Thomson Reuters. During the first quarter of 2010, EAPD improved its ranking to 7th nationwide.

We would very much like to continue our relationship with RIHEBC and we think our proposal is very competitive. We would be available for an interview at your convenience. Thank you for this opportunity to submit our qualifications.

Very truly yours,

Wchurk McGuirl

PRV 1072384.1

Rhode Island Health and Educational Building Corporation

Proposal to Serve as

Bond Counsel

April 30, 2010

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1. (a) please state the name and address of the proposing firm:

Edwards Angell Palmer & Dodge LLP 2800 Financial Plaza Providence, RI 02903

(b) please state the name, telephone number and email address of the principal contact for this engagement.

James R. McGuirk 401.276.6550 jmcguirk@eapdlaw.com

2. Please identify the key members of your firm who would be assigned to this engagement. Please also identify the anticipated role of each person. Brief biographies of each individual should be included.

For the RIHEBC, we propose a public finance team consisting of James McGuirk, Karen Grande, Ellen Corneau, Antonio Martini and Susan Kiernan. James McGuirk will be the lead attorney on this engagement and will be assisted by Karen Grande, Ellen Corneau and Susan Kiernan. Antonio Martini would provide tax support.



James R. McGuirk, Partner (Providence College, B.A. and M.A.; Boston College Law School, J.D.) Mr. McGuirk is a partner at EAPD and has practiced in the area of public finance for over 30 years. Mr. McGuirk has participated in almost every Rhode Island higher education transaction in the past 30 years. Mr. McGuirk has served as bond counsel, underwriter's counsel and special tax counsel in numerous types of financings, including financings for health and education facilities, tax-exempt leases, resource recovery, sewer facilities, industrial development as well as traditional governmental general obligation and revenue bond financings, and has served as bond counsel to the Rhode Island Solid Waste Management Corporation and the Rhode Island Convention Center Authority. In addition, Mr. McGuirk has extensive experience with credit enhancements, including bond insurance, surety bonds and letters of credit and has represented letter of credit banks in numerous financings. Jim McGuirk's expertise in Public Finance has been recognized by his peers and others many times over his career.



Karen S.D. Grande, Partner (Florida State University; Syracuse University, A.B.; Suffolk University Law School, J.D.) Ms. Grande has practiced in Public Finance since 1988. She concentrates her practice in the area of revenue bonds and general obligation bonds and regularly handles state law issues relating to the issuance of bonds. She has served as bond counsel to almost all of Rhode Island's 39 cities and towns (including the state's largest cities: Providence, Warwick, Cranston, Pawtucket and Newport) as well as to many state and municipal agencies that finance public projects, including school projects, public water supply and wastewater projects through the Rhode Island Clean Water Finance Agency, recreational facilities, economic development projects and student loans. She has served as underwriter's counsel to various investment banking firms, both locally and in New York. She is a member of the National Association of Bond Lawyers and the Rhode Island Government Finance Officers Association. Ms. Grande has been named among The Best Lawyers in America in the area of Public Finance Law and as a SuperLawyer in the area of Bonds/Government Finance.



Ellen Corneau, Partner (Boston College, B.A.; Villanova University School of Law, J.D.) Ms. Corneau has been a partner with the Firm since 2006. She concentrates her practice in the areas of revenue and general obligation bond financing as well as municipal law. She represents municipalities on State Revolving Loan Fund transactions and community septic loan program transactions through the Rhode Island Clean Water Finance Agency. Ms. Corneau has served as bond counsel to almost all of Rhode Island's municipalities on general obligation bonds and notes, as well as many water districts and fire districts. As bond counsel on taxable and tax-exempt industrial revenue bonds, lease revenue bonds, tax-exempt leases, and 501(c)(3) bond transactions, Ms. Corneau often represents public issuers including the Rhode Island Industrial Facilities Corporation, the Rhode Island Economic Development Corporation, and the Rhode Island Health and Educational Building Corporation. Ms. Corneau also serves frequently as underwriter's counsel and borrower's counsel in transactions. Ms. Corneau also has been named among The Best Lawyers in America in the area of Public Finance Law.

Antonio D. Martini, Partner (Union College, B.A.; Columbia University School of Law, J.D.) Mr. Martini has been with the Firm since 1998 and specializes in the tax issues related to public financing. His practice concentrates in municipal finance-related federal tax law, with an emphasis in tax-exempt governmental facilities financings, exempt facility, qualified small issue and qualified 501(c)(3) private activity bond financings; tax revenue anticipation and other working capital financings; advance refunding structures; municipal finance-related derivative products; and representation of municipal issuers in IRS proceedings including municipal bond audits. He has been actively engaged in structuring non-traditional bond offerings such as "Build America Bonds" and tax credit bonds. He is a frequent lecturer on tax matters at the National Association of Bond Lawyer's ("NABL") educational seminars. He served as Chair of the NABL's Fundamentals of Municipal Bond Law in 2005 and served in 2008 as Chair of the NABL's Tax and Securities Law Institute. Mr. Martini also has served as Chair of NABL's Tax Committee and as Editor-in-Chief of NABL's Federal Taxation of Municipal Bonds, a multi-volume treatise that serves as the key reference resource for practitioners in the field. He currently serves on NABL's Board of Directors.



Susan Kiernan, Associate (College of the Holy Cross, B.A.; Roger Williams University School of Law, J.D.) Ms. Kiernan has been an associate with the Firm since 2002. She has served as bond counsel and counsel to issuers, underwriters, banks and borrowers on numerous taxable and tax-exempt debt financings. A significant portion of her practice involves project financings for the benefit of nonprofit organizations including hospitals, nursing homes, continuing care retirement communities, cultural institutions, public and private universities and preparatory schools. She has also worked on financings for a variety of governmental agencies and instrumentalities. Ms. Kiernan also has experience with student loan financings.

3. Please provide a list of three bond issues that have been completed in the past three years where your firm acted as Bond Counsel and also a contact person to provide a reference.

 \$24,005,000 Rhode Island Health and Educational Building Corporation Higher Education Facility Revenue Bonds Board of Governors for Higher Education Educational and General Revenue Issue, Series 2010 A dated February 17, 2010; contact Robert E. Donovan and Susan LaPanne.

- \$22,320,000 Rhode Island Health and Educational Building Corporation Providence Public Schools Revenue Bond Financing Program Revenue Bonds, Series 2009 A (Qualified School Construction Bonds Providence Public Buildings Authority Issue) dated December 30, 2009; contact Robert Donovan and Richard Kerbel.
- \$100,000,000 Rhode Island Student Loan Authority Student Loan Program Revenue Bonds Consisting of \$20,000,000 2008 Series B-1 (AMT), of \$20,000,000 2008 Series B-2 (AMT), of \$25,000,000 2008 Series B-3 (AMT), of \$20,000,000 2008 Series B-4 (AMT) and of \$15,000,000 2008 Series B-5 (Taxable) dated August 14, 2008; contact Charles P. Kelley.

We have served as tax-exempt bond counsel for RIHEBC's equipment lease program for the past several years and we are prepared to serve in that capacity again.

4. Please summarize your firm's experience in serving as Bond Counsel in connection with the issuance of tax-exempt revenue bonds for public authorities for the following years:

Year	No of Issues	Total Par Amount
2009	33	\$4,513,235,000
2008	43	\$4,641,126,620
2007	37	\$2,040,551,582

5. Please summarize your firm's experience in serving as a Bond Counsel in connection with the issuance of health care and/or educational tax-exempt revenue bonds for the following years:

Year	<u>No of Issues</u>	Total Par Amount
2009	23	\$3,663,505,000
2008	36	\$4,078,951,620
2007	23	\$1,657,385,936

6. Please provide a proposed fee schedule with minimum and maximum fees for individual financings and differentiate between public offerings, private placements, variable rates, or other structures. If your firm proposes hourly rate fee structure, please provide a listing of hourly rates for partner, associates and legal assistants. Fees will be considered to be applicable for a two-year period.

We would propose a ceiling of \$50,000 for most issues whether fixed or variable. We would consider a fee of \$30,000 for a small, private placement and \$15,000 for lease financing. Due to the complexity and size of the so called "school pool" fundings, we would negotiate a higher fee consistent with previous financings. If an issue became more involved than anticipated, we would like the option of requesting an adjustment from the board of RIHEBC.

7. List what other state health and/or educational authorities have appointed you as Bond Counsel on their issues since 2000. Please indicate whether these appointments were/are for a term, or on going. List any authorities which have terminated your Bond Counsel relationship since 1998 and why.

We serve as bond counsel to the Massachusetts Health and Educational Facilities Authority and have served in this capacity continuously for over 30 years. We have also served as bond counsel on dozens of educational facility financings for Mass Development over the last 25 years. We are on the

approved list for the Connecticut Health and Educational Finance Authority but we have not yet served as bond counsel. We have never been terminated from an authority for which we served as bond counsel.

8. List what other Rhode Island public authorities have appointed you as Bond Counsel on their issues since 2000. Please indicate whether your firm continues to serve as Bond Counsel to such authorities, and state whether any such authorities have terminated your Bond Counsel relationship, and why.

We serve on an issue by issue basis as Bond Counsel to the Rhode Island Economic Development Corporation and the Rhode Island Industrial Facilities Corporation. We serve as bond counsel to the Narragansett Bay Commission on an issue-by-issue basis. We served as bond counsel to the Rhode Island Student Loan Authority ("RISLA") from 2006 – 2009, when RISLA selected other counsel through an RFP process. We have never been terminated from these engagements.

9. Please identify any litigation (including any formal administrative proceedings) in which your firm is currently involved, or has been involved, since 2000 regarding allegations of security law violations, tax law violations or resulting from your contract as Bond Counsel. Please indicate the current status or disposition of such litigation or administrative proceedings.

EAPD is not currently involved in, and has not been involved in, any litigation since 2000 regarding allegations of security law violations, tax law violations or resulting from a contract as Bond Counsel.

10. Describe the Affirmative Action Program undertaken by your firm and the number and percentage of minorities and women who are either partners or associates in your firm. Law firms that are not certified as minority or women owned must disclose the number and percentage of minority and women attorneys, identifying partners and associates, length of service of each, and submit their Affirmative Action Implementation Program.

EAPD is an equal employment opportunity and affirmative action employer. Equal employment and affirmative action have been and continue to be guiding principles at EAPD. The Firm is committed to having a work environment without discrimination. We recognize that equal employment opportunity requires affirmative steps to ensure the full utilization of people of all backgrounds who possess the best available skills.

Employment opportunities and employment decisions for potential and current EAPD personnel are based solely on personal capabilities and qualifications, without regard to race, color, religious creed, sex, national origin, citizenship status, ancestry, age, sexual orientation, gender identity, marital status, domestic partner status, disability, veteran status or other classifications that are deemed to be protected under federal, state and/or local laws. This Equal Employment Opportunity and Affirmation Action Policy applies to all aspects of employment, including recruitment and hiring, benefits, compensation, training, promotion, transfer, demotion, layoffs, reinstatement, termination, and all other terms and conditions of employment.

The Firm will continue to inform its employment sources of this policy and recruit applicants from schools, employment agencies, and other sources to locate qualified minority and female candidates. All advertisements for personnel will state that the Firm is an Affirmative Action, Equal Opportunity Employer.

This Policy is consistent with the objectives of the National Policy as stated by the President of the United States and as defined by Title VII of the Civil Rights Act of 1964, Executive Order 11246,

11375, Revised Order 4 and the implementation of Rules and Regulations of the Office of Federal Contract Compliance. The Firm will comply with all applicable laws and regulations pertaining to equal employment opportunity, nondiscrimination and affirmative action.

To implement this policy, an Affirmative Action Compliance Program has been established. As the Firm's Affirmative Action Officer, Sheryl Hanley, Acting Director of Human Resources, is responsible for ensuring compliance and continued implementation of the Firm's Equal Employment Opportunity and Affirmative Action Policy.

The firm is so committed to diversity, it has designated a Partner, Paulette Brown, as Chief Diversity Officer. Paulette Brown has been recognized by the National Law Journal as one of The 50 Most Influential Minority Lawyers in America and is a 2010 recipient of the Gertrude Rush Award for her dedication to community leadership and professionalism, by the National Bar Association. Ms. Brown has been in the forefront of discussion related to minority lawyers in the legal profession for many years. She has been a tireless advocate in the legal community and within EAPD. The Firm is very proud of Ms. Brown's accomplishments and is honored to have her as a valued member of EAPD's partnership.

In addition, EAPD has been recognized by the Human Rights Campaign in the annual Corporate Equity Index (CEI), receiving a 100% rating. EAPD joins the ranks of other major U.S. businesses which get top marks for their treatment of lesbian, gay, bisexual, and transgender (LGBT) employees and consumers. We are extremely proud of our recognition and rating. We know that diversity in the firm makes us better lawyers by enabling us to bring a wide range of perspectives and life experiences to the work we do. It enhances our ability to recruit the best possible candidates for our summer program and each new class of entering associates, as well as lateral associates and partners, and it contributes directly to the strength of our firm.

	Firm Totals	Total Minorities and Women	Minorities and Women % of Firm Total	Average Length of Service (years)
Associates	184	95	52%	3.67
Counsel	59	22	37%	8.15
Partners	219	46	21%	14.44
Total	462	163	35%	9.35

We believe that EAPD's affirmative action efforts demonstrate a commitment to women and minorities and testify to the fact that EAPD has acted in conformance with the spirit and intent of the principles set forth in R.I.G.L. 37-14.1 et. seq.

11. Do you foresee any conflicts of interest or potential conflicts of interest arising from continuing representation of the current clients of your firm and any engagement with the Corporation? For what colleges, hospitals or any other Health Care providers in Rhode Island does your firm act as a General Counsel or provide substantial legal services?

The Firm does not perceive any potential conflict of interest, or appearance of impropriety stemming from our representation of the RIHEBC.

Each EAPD lawyer is charged with the responsibility for assuring that the Firm's practice is conducted at the highest ethical and professional level, all new matters are vetted daily to identify potential conflicts, and a Firm-wide ethics committee must be consulted in any matter where a potential conflict has been identified.

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From time to time we represent the following potential borrowers from RIHEBC:

- Brown University
- Bryant University
- Child and Family Services of Newport County
- LaSalle Academy
- Lifespan
- Lincoln School
- Memorial Hospital of Rhode Island
- Orchard View Manor
- Providence College
- St. Andrew's School
- Steere House
- Tockwotton Home
- Women & Infants Hospital

BOS 752911.2

State of Rhode Island and Providence Plantations BOARD of ELECTIONS CAMPAIGN FINANCE DIVISION 50 Branch Avenue, Providence Rhode Island 02904 TEL (401) 222-2345

RHODE ISLAND BOARD OF ELECTIONS 2011 MPR 19 MM 11: 56

AFFIDAVIT OF STATE VENDOR

UNDER CHAPTER 17-27 OF THE GENERAL LAWS OF RHODE ISLAND

Statement Under Oath of Affirmation

The undersigned, upon oath or affirmation, does hereby make the following statements and provide the following information .

 Name, address and telphone number of person making this affidavit MRS. Renee A.R. Evangelista Name of Person Making this Affidavit
 33 Lennon Road Address1

Address2 Lincoln, RI 02865 City State Zip 401 274-9200 Phone

2. Within the 24 month period preceding the date of the contract with the state agency, or with respect to the contracts that are not in writing within the 24 month period preceding the date of notification that the contract has reached the \$5000 threshold, have you contributed an aggregate amount of more than \$250 within a calendar year to any R.I. general officer, candidate for R.I. general office, any member of the general assembly or candidate for general assembly, or any R.I. political party? (includes an individual contracting party, or business entity on behalf of a related party, or a related party reporting on his/her own behalf) NOTE: If this is a semi-annual filing (i.e. January 1 to June 30 or July 1 to December 31), you must report contributions made from the date of execution of the last contract entered into during such semi-annual period to the date which is 24 months prior to the first day of the same semi-annual period.

Yes [x] No []

3. If the answer to question 2 is "yes", provide the name of the R.I. general officer, candidate for R.I. general office, member of the general assembly or candidate for general assembly, or R.I. political party and the date and the amount of each contribution. List all contributins even if reported on a previously filed affidavit. However please indicate the previously reported contributions by the letter "PR" following the date of the contribution listed below.

Name of Officer, Candidate or Political Party	Date of Contribution	Amount of Contribution	Name of Contributor	Relationship to Contracting Party
Lincoln D Chafee	10/26/2010	200.00	Renee A.R. Evangelista	Co-Partner in
Lincoln D Chafee	10/02/2010	500.00	Renee A.R. Evangelista	Co-Partner in
Gina M Raimondo	03/25/2010	1,000.00	Renee A.R. Evangelista	Co-Partner in
Elizabeth H Roberts	11/12/2009	384.00	Renee A.R. Evangelista	Co-Partner in
Lincoln D Chafee	06/17/2009	125.00	Renee A.R. Evangelista	Co-Partner in
Lincoln D Chafee	05/27/2009	500.00	Renee A.R. Evangelista	Co-Partner in
Elizabeth H Roberts	03/09/2009	500.00	Renee A.R. Evangelista	Co-Partner in
Frank T Caprio	06/18/2010	500.00	Edward M Evangelista	Spouse of Co-Partner in
Elizabeth H Roberts	03/31/2010	1,000.00	Edward M Evangelista	Spouse of Co-Partner in
Elizabeth H Roberts	11/12/2009	1,000.00	Edward M Evangelista	Spouse of Co-Partner in
Elizabeth H Roberts	11/14/2008	500.00	Edward M Evangelista	Spouse of Co-Partner in
Lincoln D Chafee	05/10/2010	250.00	Edward M Evangelista	Spouse of Co-Partner in

4. What is the date of execution of the written contract requiring filing of this affidavit [Such contract must be filed with this affidavit]

5. If the contract requiring the filing of this affidavit is not in writing, when were you first notified that the contract had reached the \$5000 threshold?

04/30/2010

	ct requiring the filing of this aff he term or duration of such con			ods and/or services to	be provided, the state agency		
Agency	Goods /	Services			Contract Expire Date		
7. Is this affida	wit made by you as an individu	al or on behalf of a	business entity?	Individual []	Business Entity []		
8. If on behalf	of a business entity, what is the	name and nature o	f the business entity	?			
Business N	ame	FEIN#					
Corporation	Partnership []	Sole	Proprietorship []	Other Busir	ness Entity []		
9. If "Other Bu	isiness Entity" is checked above	what is the nature	of such business ent	ity?			
10. Are you a	state vendor because you are the	e contracting party	in a contract with a s	state Yes [] No	[x]		
11. If yes, wha	t is the name of the state agency	y to which you are	providing goods and	/or services?			
12. If the answ	ver to question 10 is "no", are yo	ou a state vendor be	cause you are relate	d to a contracting	Yes [x] No []		
	er to question 12 is "yes", what r in Charge/Providence Office	is the nature of you	ar relationship with	the contracting party	?		
Edwards A	a related party, provide the nam ngell Palmer & Dodge LLP ontracting Party cial Plaza	Rho	e contracting party a o <u>de Island Health an</u> e Agency	nd the state agency in <u>d Educational Buildi</u>	nvolved in such contract. ng Corporation		
Address2 <u>Providence</u> City	<u>RI 02903</u> State Zip						
	the contracting party, have you tical contributions made by suc		parties and does thi	is affidavit contain al	Yes [x] No []		
	ver to question 15 is "no", have gation to file this affidavit if the				nd Yes[] No[]		
	ver to question 16 is "yes", prov of such relationship.	ide the names and a	ddresses of related	parties who might be	required to file this affidavit		
Name	A	ddress		Relation	iship		
18. What is the total gross amount in dollars, of contracts entered into during the said preceding 24 month period between the contracting period and ALL state agencies? Include all contracts regarless of amount. If you are filing this affidavit as a party related to the contracting party and do not have knowledge of the information required by this question, please so state by marking "Yes." NOTE: If this is a semi-annual filing (i.e. January 1 to June 30 or July 1 to December 31), you must report contributions made from the date of execution of the last contract entered into during such semi-annual period to the date which is 24 months prior to the first day of the same semi-annual period. Yes [] No []							
	State Agency	Date of Contract	Amount of Contract	FEIN #	P.O. #		
	Rhode Island Health and Narragansett Bay Commission	06/01/2008 07/01/2009	898,237.00 79,405.00	52-1300173 06-1471715			
	Total Gross Amount:		977,642.00				
•							
;			•		•		

State of: <u>RI</u> County of: <u>Providence</u>

Signature of Person making the Affidavit

Subscribed and sworn to or Affirmed before me, an official authorized to administer oaths in the jurisdiction where this affidavit was made, on this 1846 day of 1846 20/1

day of U 20// Δ Signature of Notary or Other Person Authorized to Administer Oaths #18030 D P Printed Name of Notary or Other Person Authorized to Administer Oaths

PAJ CAREY, Notary Public State of Rhode Island and Providence Plantations My Commission Expires

Edwards Angell Palmer & Dodge 1119

2800 Financial Plaza Providence, RI 02903 401.274.9200 fax 401.276.6611 eapdlaw.com

James R. McGuirk

401.276.6550 *fax* 888.325.9043 jmcguirk@eapdlaw.com

April 30, 2010

Mr. Robert E. Donovan Executive Director Rhode Island Health and Educational Building Corporation 170 Westminster Street, Suite 1200

Providence, Rhode Island 02903

RE: Request for Proposal for Bond Counsel Services

Dear Bob:

Edwards Angell Palmer & Dodge LLP ("EAPD") is pleased to submit the attached proposal for Bond Counsel services. We have served as Bond Counsel to the Rhode Island Health and Educational Building Corporation since 1975 and we have always considered it a privilege to serve this fine organization.

EAPD is a recognized bond counsel firm and we are listed in the most recent edition of the *Bond Buyer's Municipal Marketplace Directory* (the "Red Book"). In 2009, EAPD was ranked 11th nationwide among bond counsel according to the Thomson Reuters. During the first quarter of 2010, EAPD improved its ranking to 7th nationwide.

We would very much like to continue our relationship with RIHEBC and we think our proposal is very competitive. We would be available for an interview at your convenience. Thank you for this opportunity to submit our qualifications.

Very truly yours,

Wchirth imes R. McGuirl

PRV 1072384.1

Rhode Island Health and Educational Building Corporation

Proposal to Serve as

Bond Counsel

April 30, 2010

1. (a) please state the name and address of the proposing firm:

Edwards Angell Palmer & Dodge LLP 2800 Financial Plaza Providence, RI 02903

(b) please state the name, telephone number and email address of the principal contact for this engagement.

James R. McGuirk 401.276.6550 jmcguirk@eapdlaw.com

2. Please identify the key members of your firm who would be assigned to this engagement. Please also identify the anticipated role of each person. Brief biographies of each individual should be included.

For the RIHEBC, we propose a public finance team consisting of James McGuirk, Karen Grande, Ellen Corneau, Antonio Martini and Susan Kiernan. James McGuirk will be the lead attorney on this engagement and will be assisted by Karen Grande, Ellen Corneau and Susan Kiernan. Antonio Martini would provide tax support.



James R. McGuirk, Partner (Providence College, B.A. and M.A.; Boston College Law School, J.D.) Mr. McGuirk is a partner at EAPD and has practiced in the area of public finance for over 30 years. Mr. McGuirk has participated in almost every Rhode Island higher education transaction in the past 30 years. Mr. McGuirk has served as bond counsel, underwriter's counsel and special tax counsel in numerous types of financings, including financings for health and education facilities, tax-exempt leases, resource recovery, sewer facilities, industrial development as well as traditional governmental general obligation and revenue bond financings, and has served as bond counsel to the Rhode Island Solid Waste Management Corporation and the Rhode Island Convention Center Authority. In addition, Mr. McGuirk has extensive experience with credit enhancements, including bond insurance, surety bonds and letters of credit and has represented letter of credit banks in numerous financings. Jim McGuirk's expertise in Public Finance has been recognized by his peers and others many times over his career.



Karen S.D. Grande, Partner (Florida State University; Syracuse University, A.B.; Suffolk University Law School, J.D.) Ms. Grande has practiced in Public Finance since 1988. She concentrates her practice in the area of revenue bonds and general obligation bonds and regularly handles state law issues relating to the issuance of bonds. She has served as bond counsel to almost all of Rhode Island's 39 cities and towns (including the state's largest cities: Providence, Warwick, Cranston, Pawtucket and Newport) as well as to many state and municipal agencies that finance public projects, including school projects, public water supply and wastewater projects through the Rhode Island Clean Water Finance Agency, recreational facilities, economic development projects and student loans. She has served as underwriter's counsel to various investment banking firms, both locally and in New York. She is a member of the National Association of Bond Lawyers and the Rhode Island Government Finance Officers Association. Ms. Grande has been named among The Best Lawyers in America in the area of Public Finance Law and as a SuperLawyer in the area of Bonds/Government Finance.





Ellen Corneau, Partner (Boston College, B.A.; Villanova University School of Law, J.D.) Ms. Corneau has been a partner with the Firm since 2006. She concentrates her practice in the areas of revenue and general obligation bond financing as well as municipal law. She represents municipalities on State Revolving Loan Fund transactions and community septic loan program transactions through the Rhode Island Clean Water Finance Agency. Ms. Corneau has served as bond counsel to almost all of Rhode Island's municipalities on general obligation bonds and notes, as well as many water districts and fire districts. As bond counsel on taxable and tax-exempt industrial revenue bonds, lease revenue bonds, tax-exempt leases, and 501(c)(3) bond transactions, Ms. Corneau often represents public issuers including the Rhode Island Industrial Facilities Corporation, the Rhode Island Economic Development Corporation, and the Rhode Island Health and Educational Building Corporation. Ms. Corneau also serves frequently as underwriter's counsel and borrower's counsel in transactions. Ms. Corneau also has been named among The Best Lawyers in America in the area of Public Finance Law.

Antonio D. Martini, Partner (Union College, B.A.; Columbia University School of Law, J.D.) Mr. Martini has been with the Firm since 1998 and specializes in the tax issues related to public financing. His practice concentrates in municipal finance-related federal tax law, with an emphasis in tax-exempt governmental facilities financings, exempt facility, qualified small issue and qualified 501(c)(3) private activity bond financings; tax revenue anticipation and other working capital financings; advance refunding structures; municipal finance-related derivative products; and representation of municipal issuers in IRS proceedings including municipal bond audits. He has been actively engaged in structuring non-traditional bond offerings such as "Build America Bonds" and tax credit bonds. He is a frequent lecturer on tax matters at the National Association of Bond Lawyer's ("NABL") educational seminars. He served as Chair of the NABL's Fundamentals of Municipal Bond Law in 2005 and served in 2008 as Chair of the NABL's Tax and Securities Law Institute. Mr. Martini also has served as Chair of NABL's Tax Committee and as Editor-in-Chief of NABL's Federal Taxation of Municipal Bonds, a multi-volume treatise that serves as the key reference resource for practitioners in the field. He currently serves on NABL's Board of Directors.

Susan Kiernan, Associate (College of the Holy Cross, B.A.; Roger Williams University School of Law, J.D.) Ms. Kiernan has been an associate with the Firm since 2002. She has served as bond counsel and counsel to issuers, underwriters, banks and borrowers on numerous taxable and tax-exempt debt financings. A significant portion of her practice involves project financings for the benefit of nonprofit organizations including hospitals, nursing homes, continuing care retirement communities, cultural institutions, public and private universities and preparatory schools. She has also worked on financings for a variety of governmental agencies and instrumentalities. Ms. Kiernan also has experience with student loan financings.

3. Please provide a list of three bond issues that have been completed in the past three years where your firm acted as Bond Counsel and also a contact person to provide a reference.

 \$24,005,000 Rhode Island Health and Educational Building Corporation Higher Education Facility Revenue Bonds Board of Governors for Higher Education Educational and General Revenue Issue, Series 2010 A dated February 17, 2010; contact Robert E. Donovan and Susan LaPanne.

- \$22,320,000 Rhode Island Health and Educational Building Corporation Providence Public Schools Revenue Bond Financing Program Revenue Bonds, Series 2009 A (Qualified School Construction Bonds Providence Public Buildings Authority Issue) dated December 30, 2009; contact Robert Donovan and Richard Kerbel.
- \$100,000,000 Rhode Island Student Loan Authority Student Loan Program Revenue Bonds Consisting of \$20,000,000 2008 Series B-1 (AMT), of \$20,000,000 2008 Series B-2 (AMT), of \$25,000,000 2008 Series B-3 (AMT), of \$20,000,000 2008 Series B-4 (AMT) and of \$15,000,000 2008 Series B-5 (Taxable) dated August 14, 2008; contact Charles P. Kelley.

We have served as tax-exempt bond counsel for RIHEBC's equipment lease program for the past several years and we are prepared to serve in that capacity again.

4. Please summarize your firm's experience in serving as Bond Counsel in connection with the issuance of tax-exempt revenue bonds for public authorities for the following years:

Year	No of Issues	<u>Total Par Amount</u>
2009	33	\$4,513,235,000
2008	43	\$4,641,126,620
2007	37	\$2,040,551,582

5. Please summarize your firm's experience in serving as a Bond Counsel in connection with the issuance of health care and/or educational tax-exempt revenue bonds for the following years:

Year	No of Issues	Total Par Amount
2009	23	\$3,663,505,000
2008	36	\$4,078,951,620
2007	23	\$1,657,385,936

6. Please provide a proposed fee schedule with minimum and maximum fees for individual financings and differentiate between public offerings, private placements, variable rates, or other structures. If your firm proposes hourly rate fee structure, please provide a listing of hourly rates for partner, associates and legal assistants. Fees will be considered to be applicable for a two-year period.

We would propose a ceiling of \$50,000 for most issues whether fixed or variable. We would consider a fee of \$30,000 for a small, private placement and \$15,000 for lease financing. Due to the complexity and size of the so called "school pool" fundings, we would negotiate a higher fee consistent with previous financings. If an issue became more involved than anticipated, we would like the option of requesting an adjustment from the board of RIHEBC.

7. List what other state health and/or educational authorities have appointed you as Bond Counsel on their issues since 2000. Please indicate whether these appointments were/are for a term, or on going. List any authorities which have terminated your Bond Counsel relationship since 1998 and why.

We serve as bond counsel to the Massachusetts Health and Educational Facilities Authority and have served in this capacity continuously for over 30 years. We have also served as bond counsel on dozens of educational facility financings for Mass Development over the last 25 years. We are on the

approved list for the Connecticut Health and Educational Finance Authority but we have not yet served as bond counsel. We have never been terminated from an authority for which we served as bond counsel.

8. List what other Rhode Island public authorities have appointed you as Bond Counsel on their issues since 2000. Please indicate whether your firm continues to serve as Bond Counsel to such authorities, and state whether any such authorities have terminated your Bond Counsel relationship, and why.

We serve on an issue by issue basis as Bond Counsel to the Rhode Island Economic Development Corporation and the Rhode Island Industrial Facilities Corporation. We serve as bond counsel to the Narragansett Bay Commission on an issue-by-issue basis. We served as bond counsel to the Rhode Island Student Loan Authority ("RISLA") from 2006 – 2009, when RISLA selected other counsel through an RFP process. We have never been terminated from these engagements.

9. Please identify any litigation (including any formal administrative proceedings) in which your firm is currently involved, or has been involved, since 2000 regarding allegations of security law violations, tax law violations or resulting from your contract as Bond Counsel. Please indicate the current status or disposition of such litigation or administrative proceedings.

EAPD is not currently involved in, and has not been involved in, any litigation since 2000 regarding allegations of security law violations, tax law violations or resulting from a contract as Bond Counsel.

10. Describe the Affirmative Action Program undertaken by your firm and the number and percentage of minorities and women who are either partners or associates in your firm. Law firms that are not certified as minority or women owned must disclose the number and percentage of minority and women attorneys, identifying partners and associates, length of service of each, and submit their Affirmative Action Implementation Program.

EAPD is an equal employment opportunity and affirmative action employer. Equal employment and affirmative action have been and continue to be guiding principles at EAPD. The Firm is committed to having a work environment without discrimination. We recognize that equal employment opportunity requires affirmative steps to ensure the full utilization of people of all backgrounds who possess the best available skills.

Employment opportunities and employment decisions for potential and current EAPD personnel are based solely on personal capabilities and qualifications, without regard to race, color, religious creed, sex, national origin, citizenship status, ancestry, age, sexual orientation, gender identity, marital status, domestic partner status, disability, veteran status or other classifications that are deemed to be protected under federal, state and/or local laws. This Equal Employment Opportunity and Affirmation Action Policy applies to all aspects of employment, including recruitment and hiring, benefits, compensation, training, promotion, transfer, demotion, layoffs, reinstatement, termination, and all other terms and conditions of employment.

The Firm will continue to inform its employment sources of this policy and recruit applicants from schools, employment agencies, and other sources to locate qualified minority and female candidates. All advertisements for personnel will state that the Firm is an Affirmative Action, Equal Opportunity Employer.

This Policy is consistent with the objectives of the National Policy as stated by the President of the United States and as defined by Title VII of the Civil Rights Act of 1964, Executive Order 11246,

11375, Revised Order 4 and the implementation of Rules and Regulations of the Office of Federal Contract Compliance. The Firm will comply with all applicable laws and regulations pertaining to equal employment opportunity, nondiscrimination and affirmative action.

To implement this policy, an Affirmative Action Compliance Program has been established. As the Firm's Affirmative Action Officer, Sheryl Hanley, Acting Director of Human Resources, is responsible for ensuring compliance and continued implementation of the Firm's Equal Employment Opportunity and Affirmative Action Policy.

The firm is so committed to diversity, it has designated a Partner, Paulette Brown, as Chief Diversity Officer. Paulette Brown has been recognized by the National Law Journal as one of The 50 Most Influential Minority Lawyers in America and is a 2010 recipient of the Gertrude Rush Award for her dedication to community leadership and professionalism, by the National Bar Association. Ms. Brown has been in the forefront of discussion related to minority lawyers in the legal profession for many years. She has been a tireless advocate in the legal community and within EAPD. The Firm is very proud of Ms. Brown's accomplishments and is honored to have her as a valued member of EAPD's partnership.

In addition, EAPD has been recognized by the Human Rights Campaign in the annual Corporate Equity Index (CEI), receiving a 100% rating. EAPD joins the ranks of other major U.S. businesses which get top marks for their treatment of lesbian, gay, bisexual, and transgender (LGBT) employees and consumers. We are extremely proud of our recognition and rating. We know that diversity in the firm makes us better lawyers by enabling us to bring a wide range of perspectives and life experiences to the work we do. It enhances our ability to recruit the best possible candidates for our summer program and each new class of entering associates, as well as lateral associates and partners, and it contributes directly to the strength of our firm.

· · ·	Firm Totals	Total Minorities and Women	Minorities and Women % of Firm Total	Average Length of Service (years)
Associates	184	95	52%	3.67
Counsel	59	22	37%	8.15
Partners	219	46	21%	14.44
Total	462	163	35%	9.35

We believe that EAPD's affirmative action efforts demonstrate a commitment to women and minorities and testify to the fact that EAPD has acted in conformance with the spirit and intent of the principles set forth in R.I.G.L. 37-14.1 et. seq.

11. Do you foresee any conflicts of interest or potential conflicts of interest arising from continuing representation of the current clients of your firm and any engagement with the Corporation? For what colleges, hospitals or any other Health Care providers in Rhode Island does your firm act as a General Counsel or provide substantial legal services?

The Firm does not perceive any potential conflict of interest, or appearance of impropriety stemming from our representation of the RIHEBC.

Each EAPD lawyer is charged with the responsibility for assuring that the Firm's practice is conducted at the highest ethical and professional level, all new matters are vetted daily to identify potential conflicts, and a Firm-wide ethics committee must be consulted in any matter where a potential conflict has been identified.

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7

From time to time we represent the following potential borrowers from RIHEBC:

- Brown University
- Bryant University
- Child and Family Services of Newport County
- LaSalle Academy
- Lifespan
- Lincoln School
- Memorial Hospital of Rhode Island
- Orchard View Manor
- Providence College
- St. Andrew's School
- Steere House
- Tockwotton Home
- Women & Infants Hospital

BOS 752911.2

State of Rhode Island and Providence Plantations BOARD of ELECTIONS CAMPAIGN FINANCE DIVISION 50 Branch Avenue, Providence Rhode Island 02904 TEL (401) 222-2345

AFFIDAVIT OF STATE VENDOR

UNDER CHAPTER 17-27 OF THE GENERAL LAWS OF RHODE ISLAND

Statement Under Oath of Affirmation

The undersigned, upon oath or affirmation, does hereby make the following statements and provide the following information

 Name, address and telphone number of person making this affidavit MRS. Renee A.R. Evangelista Name of Person Making this Affidavit 33 Lennon Road

Address1

Address2 Lincoln, RI 02865 City State Zip 401 274-9200 Phone

2. Within the 24 month period preceding the date of the contract with the state agency, or with respect to the contracts that are not in writing within the 24 month period preceding the date of notification that the contract has reached the \$5000 threshold, have you contributed an aggregate amount of more than \$250 within a calendar year to any R.I. general officer, candidate for R.I. general office, any member of the general assembly or candidate for general assembly, or any R.I. political party? (includes an individual contracting party, or business entity on behalf of a related party, or a related party reporting on his/her own behalf) NOTE: If this is a semi-annual filing (i.e. January 1 to June 30 or July 1 to December 31), you must report contributions made from the date of execution of the last contract entered into during such semi-annual period to the date which is 24 months prior to the first day of the same semi-annual period.

Yes [x] No []

3. If the answer to question 2 is "yes", provide the name of the R.I. general officer, candidate for R.I. general office, member of the general assembly or candidate for general assembly, or R.I. political party and the date and the amount of each contribution. List all contributins even if reported on a previously filed affidavit. However please indicate the previously reported contributions by the letter "PR" following the date of the contribution listed below.

Name of Officer, Candidate or Political Party	Date of Contribution	Amount of Contribution	Name of Contributor	Relationship to Contracting Party
Party Lincoln D Chafee Lincoln D Chafee Gina M Raimondo Elizabeth H Roberts Lincoln D Chafee Lincoln D Chafee Elizabeth H Roberts Frank T Caprio Elizabeth H Roberts	Contribution 10/26/2010 PK 10/02/2010 PK 03/25/2010 PK 11/12/2009 PK 06/17/2009 PK 05/27/2009 PK 03/09/2009 PR 06/18/2010 PK 03/31/2010 PL	200.00 500.00 1,000.00 384.00 125.00 500.00	Renee A.R. Evangelista Renee A.R. Evangelista Renee A.R. Evangelista	Contracting Party Co-Partner in Co-Partner in Co-Partner in Co-Partner in Co-Partner in Co-Partner in Co-Partner in Spouse of Co-Partner in Spouse of Co-Partner in
Elizabeth H Roberts Elizabeth H Roberts		1,000.00 500.00	Edward M Evangelista Edward M Evangelista	Spouse of Co-Partner in Spouse of Co-Partner in
			•	
Elizabeth H Roberts		1,000.00 1,000.00	Edward M Evangelista	Spouse of Co-Partner in
Lincoln D Chafee	05/10/2010 PK	250.00	Edward M Evangelista	Spouse of Co-Partner

4. What is the date of execution of the written contract requiring filing of this affidavit [Such contract must be filed with this affidavit]

5. If the contract requiring the filing of this affidavit is not in writing, when were you first notified that the contract had reached the \$5000 threshold?

06/02/2010

	ict requiring the filing of this affi the term or duration of such con			ods and/or services to	be provided, the state agency
Agency	Goods / Services				Contract Expire Date
7. Is this affida	avit made by you as an individua	l or on behalf of a	u business entity?	Individual []	Business Entity []
8. If on behalf	of a business entity, what is the	name and nature of	of the business entity	?	
Business N	ame	FEIN#	•		
Corporation	n [] Partnership []	Sole	Proprietorship []	Other Busin	ess Entity []
9. If "Other Bi	usiness Entity" is checked above	what is the nature	e of such business en	tity?	· ·
10. Are you a	state vendor because you are the	contracting party	in a contract with a s	state Yes [] No	[x]
11. If yes, what	at is the name of the state agency	to which you are	providing goods and	l/or services?	
12. If the ansv	ver to question 10 is "no", are yo	u a state vendor b	ecause you are relate	d to a contracting	Yes [x] No []
	ver to question 12 is "yes", what er in Charge/Providence Office	is the nature of yo	our relationship with	the contracting party?	
<u>Edwards A</u>	a related party, provide the name <u>ngell Palmer & Dodge LLP</u> ontracting Party acial Plaza	Sta	ne contracting party a <u>ate of Rhode Island</u> ate Agency	nd the state agency ir	wolved in such contract.
Address2 <u>Providence</u> City	<u>RI 02903</u> State Zip				
15. If you are reportable pol	the contracting party, have you s itical contributions made by suc	surveyed all relate h related parties?	d parties and does th	is affidavit contain all	Yes [x] No []
16. If the answ of their oblica	wer to question 15 is "no", have gation to file this affidavit if the	you notified all su y have made repo	ch parties of the requ rtable political contri	irements of the law a butions?	nd Yes [] No []
	wer to question 16 is "yes", provie e of such relationship.	ide the names and	addresses of related	parties who might be	required to file this affidavit
Name	Ac	ldress		Relation	ship
period and Al contracting pa this is a semi-	the total gross amount in dollars, of LL state agencies? Include all co arty and do not have knowledge annual filing (i.e. January 1 to Ju the last contract entered into duri period.	ntracts regarless of of the information ane 30 or July 1 to	of amount. If you are required by this que December 31), you	filing this affidavit as stion, please so state must report contribut	s a party related to the by marking "Yes." NOTE: If ions made from the date of
	State Agency	Date of Contract	Amount of Contract	FEIN #	P.O. #
	Rhode Island Health and	06/01/2008		52-1300173 06-1471715	
	Narragansett Bay Commission	07/01/2009	977,642.00		
	Total Gross Amount:		277,042.00		

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State of: <u>RI</u> County of: <u>Providence</u>

Signature of Person making the Affidavit

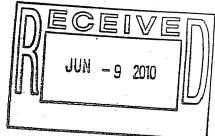
Subscribed and sworn to or Affirmed before me, an official authorized to administer oaths in the jurisdiction where this affidavit was made, on this 184b day of 4ay of 20 11

20 / 1 Signature of Notary or Other Person Authorized to Administer Oaths #18030 Ain P Printed Name of Notary or Other Person Authorized to Administer Oaths

PAJ____ CAREY, Notary Public State of Rhode Island and Providence Plantations My Commission Expires______

Edwards Angell Palmer & Dodge 119

2800 Financial Plaza Providence, RI 02903 401.274.9200 fax 401.276.6611 eapdlaw.com



June 2, 2010

State of Rhode Island One Capital Hill Providence, Rhode Island 02903 Attention: Rosemary Booth Gallogly, Director of Administration

Re: Special Counsel for Bond and Legislative Matters

Dear Ms. Gallogly:

This letter agreement (the "Agreement") will confirm the terms and conditions of our engagement as special counsel to the State of Rhode Island, acting by and through its Department of Administration (the "State"), in connection with municipal receivership matters.

1. <u>SCOPE OF ENGAGEMENT</u>. The State is hereby hiring Edwards Angell Palmer & Dodge LLP (the "Firm" or "EAPD") as special counsel to represent the State on bond and legislative matters relating to municipal receiverships, subject to the exclusions and limitations set forth herein or as may in the future be communicated in writing between the State and EAPD. Unless the State and EAPD make a different agreement in writing, this Agreement will govern all future services that we may perform for the State.

The Firm expects to perform the following services: draft legislation, render advice, conduct legal research and perform such other actions as may be required by the State with respect to municipal receivership matters.

For purposes of General Laws Chapter 22-10 relative to lobbying, this engagement is for the drafting of legislation regarding municipal receiverships and rendering related advice as may be requested by the Department of Administration, the Department of Revenue, or any legislative committee. In no event shall this engagement or any of the services performed or actions taken by EAPD pursuant to such engagement be construed as "lobbying" under Rhode Island General Laws Section 22-10.

2. <u>TERM OF ENGAGEMENT</u>. This engagement shall be for a limited duration of one year from the date hereof.

3. <u>ATTORNEY-CLIENT RELATIONSHIP</u>. The State, in this engagement, is our client and an attorney-client relationship will exist between us upon execution of this engagement letter. Our services as special counsel are limited to those contracted for in this engagement letter.

Edwards Angell Palmer & Dodge LLP

State of Rhode Island June 2, 2010 Page 2

4. <u>CONFLICTS</u>. The Firm does not perceive any potential conflicts of interest and to our knowledge there are currently no material actual conflicts of interest that would prevent EAPD from representing the State. In the event of future conflicts between a Firm client and the State, we would discuss with the Director of Administration whether it would be appropriate for waivers to be granted on a case-by-case basis. EAPD would not represent the State or any other EAPD client if their interests were directly adverse, all in accordance with our ethical duties under applicable law and canons of ethics.

5. <u>FEES</u>. We will bill the State a blended flar government rate for public finance work of \$315 per hour through June 30, 2010 (and \$320 per hour thereafter) for all services rendered by Firm lawyers and other legal personnel (such as paralegals); such rate shall remain in effect for the term of this Agreement. Such blended hourly rate shall apply to all legal personal, both lawyers and paralegals, with respect to services rendered for the State. This proposed fee structure does not exceed the rate of compensation charged to other preferred public or private clients for public finance matters.

In addition to discounted hourly fees for legal services specified above, we typically charge for official fees and other out-of-pocket costs incurred by the Firm on a client's behalf in the course of rendering those services, on a cost basis, including photocopies and fax transmissions, local and overnight courier services, client-requested out-of-town travel, computer supported legal research, and overtime charges for secretarial assistance.

6. <u>BILLING STATEMENTS</u>. We will send the State monthly statements for any fees and costs incurred as described in this Agreement. Statements will typically be delivered to the State within fifteen (15) days of the close of each month. Each statement will be due within fifteen (15) days of its date of delivery to the State. Unpaid amounts past due will bear interest at 1% per month.

7. <u>DISCHARGE AND WITHDRAWAL</u>. The State may discharge us at any time in its discretion. To the extent consistent with our ethical obligations as lawyers, we reserve the right to withdraw with the State's consent or for good cause.

8. <u>E-VERIFY</u>. Pursuant to the Governor's Executive Order 08-01 and the Department of Administration Division of Purchasing requirement effective May 15, 2008, we hereby certify that we have registered to utilize the E-Verify program (<u>www.dhs.gov/E-Verify</u>) to ensure compliance with federal and state laws. We understand that we are required to continue to utilize the E-Verify program for as long as we continue to do business with the State. We further understand that our failure to continue to do utilize the services of the E-Verify program will adversely affect our ability to do business with the State in the future.

Edwards Angell Palmer & Dodge LLP

State of Rhode Island June 2, 2010 Page 3

If the foregoing terms of this engagement letter are acceptable to you, please so indicate by returning the enclosed copy of this engagement letter. We look forward to working with you.

> EDWARDS ANGELL PALMER & DODGE LLP

By:

Karen S.D. Grande, Partner

Accepted and Approved

STATE OF RHODE ISLAND

By: Rosemary Booth Gallogly

Director of Administration

Date: June ____, 2010

cc: Marilyn Shannon McConaghy, Esquire

State of Rhode Island and Providence Plantations BOARD of ELECTIONS CAMPAIGN FINANCE DIVISION 50 Branch Avenue, Providence Rhode Island 02904 TEL (401) 222-2345

AFFIDAVIT OF STATE VENDOR

UNDER CHAPTER 17-27 OF THE GENERAL LAWS OF RHODE ISLAND

Statement Under Oath of Affirmation

The undersigned, upon oath or affirmation, does hereby make the following statements and provide the following information

 Name, address and telphone number of person making this affidavit MRS. Rence A.R. Evangelista Name of Person Making this Affidavit 33 Lennon Road Address1

Address2 Lincoln, RI 02865 City State Zip 401 274-9200 Phone

2. Within the 24 month period preceding the date of the contract with the state agency, or with respect to the contracts that are not in writing within the 24 month period preceding the date of notification that the contract has reached the \$5000 threshold, have you contributed an aggregate amount of more than \$250 within a calendar year to any R.I. general officer, candidate for R.I. general office, any member of the general assembly or candidate for general assembly, or any R.I. political party? (includes an individual contracting party, or business entity on behalf of a related party, or a related party reporting on his/her own behalf) NOTE: If this is a semi-annual filing (i.e. January 1 to June 30 or July 1 to December 31), you must report contributions made from the date of execution of the last contract entered into during such semi-annual period to the date which is 24 months prior to the first day of the same semi-annual period.

Yes [x] No []

3. If the answer to question 2 is "yes", provide the name of the R.I. general officer, candidate for R.I. general office, member of the general assembly or candidate for general assembly, or R.I. political party and the date and the amount of each contribution. List all contributins even if reported on a previously filed affidavit. However please indicate the previously reported contributions by the letter "PR" following the date of the contribution listed below.

Name of Officer, Candidate or Political Party	Date of Contribution	Amount of Contribution	Name of Contributor		Relationship to Contracting Party
Lincoln D Chafee	10/26/2010 PL	200.00	Renee A.R. Evangelista		Co-Partner in
Lincoln D Chafee	10/02/2010 PR	500.00	Renee A.R. Evangelista		Co-Partner in
Gina M Raimondo	03/25/2010PR	1,000.00	Renee A.R. Evangelista		Co-Partner in
Elizabeth H Roberts	11/12/2009 <i>PR</i>	384.00	Renee A.R. Evangelista		Co-Partner in
Lincoln D Chafee	06/17/2009 PK	125.00	Renee A.R. Evangelista		Co-Partner in
Lincoln D Chafee	05/27/2009 PR	500.00	Renee A.R. Evangelista		Co-Partner in
Elizabeth H Roberts	03/09/2009 PR	500.00	Renee A.R. Evangelista		Co-Partner in
Frank T Caprio	06/18/2010 PR	500.00	Edward M Evangelista		Spouse of Co-Partner in
Elizabeth H Roberts	03/31/2010 / 1	1,000.00	Edward M Evangelista		Spouse of Co-Partner in
Elizabeth H Roberts	11/12/2009 / K	1,000.00	Edward M Evangelista		Spouse of Co-Partner in
Elizabeth H Roberts	11/14/2008 /K	500.00	Edward M Evangelista		Spouse of Co-Partner in
Lincoln D Chafee	05/10/2010 PC	. 250.00	Edward M Evangelista	· .	Spouse of Co-Partner in

4. What is the date of execution of the written contract requiring filing of this affidavit [Such contract must be filed with this affidavit]

5. If the contract requiring the filing of this affidavit is not in writing, when were you first notified that the contract had reached the \$5000 threshold?

07/01/2010

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		ing the filing of this affid or duration of such contr				be provided, the state agency
	Agency	Goods / Se	rvices	i.		Contract Expire Date
		e by you as an individual	or on behalf of	a business entity?	Individual []	Business Entity []
	8. If on behalf of a busi	iness entity, what is the n	ame and nature	of the business entity	?	
	Business Name		FEIN#			
	Corporation []	Partnership []		e Proprietorship []	Other Busir	ness Entity []
	9. If "Other Business E	ntity" is checked above v	vhat is the natur	e of such business en	tity?	
	10. Are vou a state ven	dor because you are the c	contracting party	v in a contract with a	state Yes [] No	[x]
		name of the state agency t				
	-	estion 10 is "no", are you				Yes [x] No []
	13. If the answer to question 12 is "yes", what is the nature of your relationship with the contracting party? Co-Partner in Charge/Providence Office					
		party, provide the name mer & Dodge LLP g Party	N	he contracting party a arragansett Bay Comp ate Agency		nvolved in such contract.
	Address2 <u>Providence</u> City	<u>RI 02903</u> State Zip racting party, have you su	rveved all relate	ed narties and does th	is affidavit contain al	I Yes [x] No []
		acting party, have you su tributions made by such		a parties and does th	is arrivavit contain a	
		estion 15 is "no", have yo file this affidavit if they				nd Yes [] No []
	17. If the answer to quantum and the nature of such		e the names and	addresses of related	parties who might be	required to file this affidavit
.•	Name	Add	ress		Relation	iship
	period and ALL state a contracting party and c this is a semi-annual fi	agencies? Include all cont to not have knowledge of ling (i.e. January 1 to Jun	racts regarless of the information the 30 or July 1 to	of amount. If you are a required by this que b December 31), you	filing this affidavit a stion, please so state must report contribut	a period between the contracting is a party related to the by marking "Yes." NOTE: If tions made from the date of prior to the first day of the same
	State A	gency	Date of Contract	Amount of Contract	FEIN #	P.O. #
		Island Health and ansett Bay Commission	06/01/2008 07/01/2009		52-1300173 06-1471715	
	-	Gross Amount:		977,642.00		
•						
<u> </u>						
	•					
	·.				:	

State of: <u>RI</u> County of: <u>Providence</u>

Signature of Person making the Affidavit

20 II day of 41 $\sqrt{2}$ Signature of Notary or Other Person Authorized to Administer Oaths #18030 2 Ar, P Printed Name of Notary or Other Person Authorized to Administer Oaths

PAJ CAREY, Notary Public State of Rhode Island and Providence Plantations My Commission Expires 8 25 2013

Edwards Angell Palmer & Dodge LLP

2800 Financial Plaza Providence, RI 02903 401.274.9200 fax 401.276.6611 eapdlaw.com

Karen S.D. Grande 401.455.7608 *Fax* 888.325.9150 kgrande@eapdlaw.com

September 8, 2010

Laurie Horridge Bissonette, Esquire General Counsel Narragansett Bay Commission One Service Road Providence, Rhode Island 02905

Re: Narragansett Bay Commission - Agreement for Legal Services

Dear Laurie:

Enclosed please find three (3) signed copies of the Agreement for Legal Services. I look forward to continuing my work with Narragansett Bay Commission. Thank you and if you have any questions, please do not hesitate to call.

Sincerely,

Karen S.D. Grande

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Enclosure

NARRAGANSETT BAY COMMISSION AGREEMENT FOR LEGAL SERVICES CONTRACT NUMBER 2010C

This Agreement, is made this _____ day of June, 2010, by and between the Narragansett Bay Commission (hereinafter the "Commission") acting pursuant to the provisions of Title 46, Chapter 25 of the General Laws of Rhode Island and Edwards Angell Palmer & Dodge, LLP (hereinafter "Edwards Angell") and their successors and assigns.

The Commission and Edwards Angell in consideration of their mutual covenant herein and for other good and valuable consideration agree as follows:

1. SCOPE OF WORK

Edwards Angell, with Karen Grande as Lead Counsel, may serve as bond counsel in connection with cash flow borrowing and the financing of Capital Projects, funded directly through proceeds from the issuance of long or short term revenue obligations at the Commission's request.

The Lead Counsel shall utilize and direct the resources of Edwards Angell including, but not limited to, attorneys, associate counsel and researchers to accomplish said legal functions at the discretion of the Executive Director or his/her designee in accordance with the Commission's By-Laws.

The parties shall maintain an attorney/client relationship throughout the term of this Agreement.

2. EXECUTION OF AGREEMENT AND MODIFICATIONS

This Agreement and any changes or modifications hereto shall be in writing and must be executed by both the Commission and Edwards Angell.

3. TERM

This Agreement and the terms herein shall be effective July 1, 2010 until June 30, 2011.

4. RESERVED

5. PAYMENT FOR SERVICES

From the date of July 1, 2010 through June 30, 2011, the Commission shall compensate Edwards Angell for bond counsel services on the basis of fixed fee arrangements by letter of agreement with the Executive Director at the onset of any such revenue obligation.

6. CHANGES/BUDGET ADJUSTMENT

The Commission may, at any time, by written order, make changes within the general scope of this Agreement, in the services or work to be performed. If such changes cause an increase or decrease in Edwards Angell's cost or time required to perform any services under this Agreement, whether or not changed by any order, the Commission and Edwards Angell shall make an equitable adjustment and modify this Agreement in writing.

Edwards Angell must assert any claim for adjustment under this clause within thirty (30) days from the date it receives the Commission's notification of change, unless the Commission grants additional time before the date of final payment. No claim by Edwards Angell for an equitable adjustment shall be allowed if made after final payment under this Agreement.

No services for which Edwards Angell will charge any additional compensation shall be furnished without the prior written approval of the Commission.

7. EXTENT OF AGREEMENT

Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the Commission and Edwards Angell.

8. SUB-CONTRACTS

Edwards Angell warrants that they will not sub-contract any portion of the tasks or sub-tasks they are obligated to perform under this Agreement without the prior written consent of the Commission.

9. NOTICES

All notices required hereunder shall be in writing to the parties at the following:

COMMISSION:

Narragansett Bay Commission

One Service Road

Providence, RI 02905

ATTN: Laurie Horridge Bissonette, Esq., Director of Executive Affairs Copy: Raymond J. Marshall, P.E., Executive Director Copy: Vincent J. Mesolella, Chairman

EDWARDS ANGELL:

Edwards Angell Palmer & Dodge, LLP 2800 Financial Plaza Providence, RI 02903 ATTN: Karen Grande, Esq.

10. CAPTIONS

Captions and section headings are for reference only and shall not limit or otherwise affect the meaning of the sections hereunder.

11. INTEGRATION

This Agreement represents the entire understanding of the Commission and Edwards Angell with regard to those matters covered hereunder. This Agreement may not be modified or altered, except in writing, signed by both parties.

12. JURISDICTION

This Agreement shall be administered and interpreted under the laws of the State of Rhode Island. Jurisdiction of litigation arising from this Agreement shall be in the State of Rhode Island. If any part of this Agreement is found to be in conflict with applicable laws, such parts shall be inoperative, null and void, insofar as it is in conflict with said laws, but the remainder of the Agreement shall be in full force in effect.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized representatives, this Agreement in two (2) counterparts, each of which shall be deemed an original.

FOR THE COMMISSION:

<u>Witness</u>

By:____

Vincent J. Mesolella, *Chairman*

Witness

By:_

Raymond J. Marshall, P.E. *Executive Director*

FOR EDWARDS ANGELL:

Danisi Marshall Witness .

By:

^{*t*}Karen Grande, Esquire *Attorney at Law*

State of Rhode Island and Providence Plantations BOARD of ELECTIONS CAMPAIGN FINANCE DIVISION 50 Branch Avenue, Providence Rhode Island 02904 TEL (401) 222-2345

AFFIDAVIT OF STATE VENDOR

UNDER CHAPTER 17-27 OF THE GENERAL LAWS OF RHODE ISLAND

Statement Under Oath of Affirmation

The undersigned, upon oath or affirmation, does hereby make the following statements and provide the following information

 Name, address and telphone number of person making this affidavit MRS. Renee A.R. Evangelista Name of Person Making this Affidavit 33 Lennon Road Address1

Address2 Lincoln, RI 02865 City State Zip 401 274-9200 Phone

2. Within the 24 month period preceding the date of the contract with the state agency, or with respect to the contracts that are not in writing within the 24 month period preceding the date of notification that the contract has reached the \$5000 threshold, have you contributed an aggregate amount of more than \$250 within a calendar year to any R.I. general officer, candidate for R.I. general office, any member of the general assembly or candidate for general assembly, or any R.I. political party? (includes an individual contracting party, or business entity on behalf of a related party, or a related party reporting on his/her own behalf) NOTE: If this is a semi-annual filing (i.e. January 1 to June 30 or July 1 to December 31), you must report contributions made from the date of execution of the last contract entered into during such semi-annual period to the date which is 24 months prior to the first day of the same semi-annual period. Yes [x] No []

3. If the answer to question 2 is "yes", provide the name of the R.I. general officer, candidate for R.I. general office, member of the general assembly or candidate for general assembly, or R.I. political party and the date and the amount of each contribution. List all contributins even if reported on a previously filed affidavit. However please indicate the previously reported contributions by the letter "PR" following the date of the contribution listed below.

Name of Officer, Candidate or Political Party	Date of Contribution	Amount of Contribution	Name of Contributor	Relationship to Contracting Party
Lincoln D Chafée	10/26/2010 PC	200.00	Renee A.R. Evangelista	Co-Partner in
Lincoln D Chafee	10/02/2010 PK	500.00	Renee A.R. Evangelista	Co-Partner in
Gina M Raimondo	03/25/2010 PK	1,000.00	Renee A.R. Evangelista	Co-Partner in
Elizabeth H Roberts	11/12/2009 PC	384.00	Renee A.R. Evangelista	Co-Partner in
Lincoln D Chafee	06/17/2009 PL	125.00	Renee A.R. Evangelista	Co-Partner in
Lincoln D Chafee	05/27/2009 PC	500.00	Renee A.R. Evangelista	Co-Partner in
Elizabeth H Roberts	03/09/2009 PC	500.00	Renee A.R. Evangelista	Co-Partner in
Frank T Caprio	06/18/2010 🖡	500.00	Edward M Evangelista	Spouse of Co-Partner in
Elizabeth H Roberts	03/31/2010 <i>PL</i>	1,000.00	Edward M Evangelista	Spouse of Co-Partner in
Elizabeth H Roberts	11/12/2009 <i>PL</i>	1,000.00	Edward M Evangelista	Spouse of Co-Partner in
Elizabeth H Roberts	11/14/2008 PL	500.00	Edward M Evangelista	Spouse of Co-Partner in
Lincoln D Chafee	05/10/2010 Pr	- 250.00	Edward M Evangelista	Spouse of Co-Partner in

4. What is the date of execution of the written contract requiring filing of this affidavit [Such contract must be filed with this affidavit]

5. If the contract requiring the filing of this affidavit is not in writing, when were you first notified that the contract had reached the \$5000 threshold?

01/18/2011

6. If the contract requirinvolved, and the term of	ng the filing of this affi or duration of such cont	davit is not in wr ract. If the term i	iting, describe the goo is indefinite, so state.	ds and/or services to	be provided, the state agency
Agency	Goods / S	ervices			Contract Expire Date
7. Is this affidavit made	by you as an individual	or on behalf of	a business entity?	Individual []	Business Entity []
8. If on behalf of a busin	ness entity, what is the 1	name and nature	of the business entity?		
Business Name		FEIN#			
Corporation []	Partnership []	Sole	e Proprietorship []	Other Busine	ess Entity []
9. If "Other Business En	ntity" is checked above	what is the natur	e of such business ent	ity?	-
10. Are you a state vend	dor because you are the	contracting party	in a contract with a s	tate Yes [] No [x]
11. If yes, what is the n	ame of the state agency	to which you are	e providing goods and	or services?	
12. If the answer to que	stion 10 is "no", are you	ı a state vendor b	ecause you are related	l to a contracting	Yes [x] No []
13. If the answer to que <u>Co-Partner in Char</u>	stion 12 is "yes", what ge/Providence Office	is the nature of y	our relationship with t	he contracting party?	
14. If you are a related <u>Edwards Angell Pala</u> Name of Contracting <u>2800 Financial Plaza</u> Address1	<u>mer & Dodge LLP</u> g Party	<u>St</u>	he contracting party an ate of Rhode Island ate Agency	nd the state agency in	volved in such contract.
Address2 <u>Providence</u> City	<u>RI</u> <u>02903</u> State Zip				
15. If you are the contra reportable political con	acting party, have you s tributions made by such		ed parties and does thi	s affidavit contain all	Yes [x] No []
16. If the answer to que of their oblicagation to	estion 15 is "no", have y file this affidavit if they	ou notified all su have made repo	ich parties of the requination of the requination of the political contril	rements of the law an outions?	d Yes [] No []
17. If the answer to que and the nature of such		de the names and	l addresses of related j	parties who might be r	required to file this affidavit
Name	Ad	dress		Relations	ship
period and ALL state a contracting party and d this is a semi-annual fi	gencies? Include all con lo not have knowledge of ling (i.e. January 1 to Ju	ntracts regarless of the information of the information one 30 or July 1 t	of amount. If you are n required by this ques o December 31), you :	filing this affidavit as stion, please so state b nust report contributi	period between the contracting a party related to the by marking "Yes." NOTE: If ons made from the date of prior to the first day of the same
State A		Date of Contract	Amount of Contract	FEIN #	P.O. #
Rhode I	Island Health and	06/01/2008	898,237.00	52-1300173	

01/18/2011 173,339.00 05-6000522 State of Rhode Island **Total Gross Amount:**

Narragansett Bay Commission

07/01/2009

1,150,981.00

79,405.00 06-1471715

State of:RICounty of:Providence

Signature of Person making the Affidavit

Subscribed and sworn to or Affirmed before me, an official authorized to administer oaths in the jurisdiction where this affidavit was made, on this $(1 \times 10^{10} \text{ km})$ $(1 \times 10^{10} \text{ km})$ $(1 \times 10^{10} \text{ km})$ (2011)

th day of U Signature of Notary or Other Person Authorized to Administer Oaths # 18030 N セン Printed Name of Notary or Other Person Authorized to Administer Oaths

PAJ. CAREI, Notary Public State of Rhode Island and Providence Plantations My Commission Expires_22013

EDWARDS ANGELL PALMER & DODGE LLP

2800 Financial Plaza Providence, RI 02903 401.274.9200 fax 401.276.6611 eapdlaw.com

January 18, 2011

The Honorable Mark A. Pfeiffer Receiver of the City of Central Falls Department of Revenue One Capitol Hill Providence, Rhode Island 02908

Re: Special Counsel for Receivership Matters

-Dear Judge Pfeiffer:

This letter agreement (the "Agreement") will confirm the terms and conditions of our engagement as special counsel to the State of Rhode Island, acting by and through its Department of Administration (the "State"), in connection with municipal receivership matters.

1. <u>SCOPE OF ENGAGEMENT</u>. The State is hereby hiring Edwards Angell Palmer & Dodge LLP (the "Firm" or "EAPD") as special counsel to represent the State on special matters relating to municipal receiverships, particularly those related to bond matters, subject to the exclusions and limitations set forth herein or as may in the future be communicated in writing between the State and EAPD. Unless the State and EAPD make a different agreement in writing, this Agreement will govern all future services that we may perform for the State.

The Firm expects to perform the following services: draft legislation, render advice, conduct legal research and perform such other actions as may be required by the State with respect to municipal receivership matters.

For purposes of General Laws Chapter 22-10 relative to lobbying, this engagement is for the drafting of legislation regarding municipal receiverships and rendering related advice as may be requested by the Department of Administration, the Department of Revenue, or any legislative committee. In no event shall this engagement or any of the services performed or actions taken by EAPD pursuant to such engagement be construed as "lobbying" under Rhode Island General Laws Section 22-10.

2. <u>TERM OF ENGAGEMENT</u>. This engagement shall be for a six (6) month period commencing on the date hereof; provided the engagement may be renewed and extended thereafter upon the written agreement of the parties.

3. <u>ATTORNEY-CLIENT RELATIONSHIP</u>. The State, in this engagement, is our client and an attorney-client relationship will exist between us upon execution of this engagement letter. Our services as special counsel are limited to those contracted for in this engagement letter.

Edwards Angell Palmer & Dodge LLP

The Honorable Mark A. Pfeiffer January 18, 2011 Page 2

4. <u>CONFLICTS</u>. The Firm does not perceive any potential conflicts of interest and to our knowledge there are currently no material actual conflicts of interest that would prevent EAPD from representing the State. In the event of future conflicts between a Firm client and the State, we would discuss with the Director of Administration whether it would be appropriate for waivers to be granted on a case-by-case basis. EAPD would not represent the State or any other EAPD client if their interests were directly adverse, all in accordance with our ethical duties under applicable law and canons of ethics.

5. <u>FEES</u>. We will bill the State a blended flat government rate for public finance work of \$320 per hour for all services rendered by Firm lawyers and other legal personnel (such as paralegals); such rate shall remain in effect for the term of this Agreement. Such blended hourly rate shall apply to all legal personal, both lawyers and paralegals, with respect to services rendered for the State. This proposed fee structure does not exceed the rate of compensation charged to other preferred public or private clients for public finance matters.

In addition to discounted hourly fees for legal services specified above, we typically charge for official fees and other out-of-pocket costs incurred by the Firm on a client's behalf in the course of rendering those services, including photocopies and fax transmissions, local and overnight courier services, client-requested out-of-town travel, computer supported legal research, and overtime charges for secretarial assistance.

6. <u>BILLING STATEMENTS</u>. Bills will be submitted on a monthly basis to the Acting Director of the Division of Revenue for review, approval and processing for payment by the State of Rhode Island; statements may thereafter be submitted to the City of Central Falls for reimbursement. Statements will typically be delivered to the State within fifteen (15) days of the close of each month. Each statement will be due within fifteen (15) days of its date of delivery to the State. Unpaid amounts past due will bear interest at 1% per month.

7. <u>DISCHARGE AND WITHDRAWAL</u>. The State may discharge us at any time in its discretion. To the extent consistent with our ethical obligations as lawyers, we reserve the right to withdraw with the State's consent or for good cause.

8. <u>E-VERIFY</u>. Pursuant to the Governor's Executive Order 08-01 and the Department of Administration Division of Purchasing requirement effective May 15, 2008, we hereby certify that we have registered to utilize the E-Verify program (<u>www.dhs.gov/E-Verify</u>) to ensure compliance with federal and state laws. We understand that we are required to continue to utilize the E-Verify program for as long as we continue to do business with the State. We further understand that our failure to continue to do utilize the services of the E-Verify program will adversely affect our ability to do business with the State in the future.

Edwards Angell Palmer & Dodge LLP

The Honorable Mark A. Pfeiffer January 18, 2011 Page 3

If the foregoing terms of this engagement letter are acceptable to you, please so indicate by returning the enclosed copy of this engagement letter. We look forward to working with you.

EDWARDS ANGELL PALMER & DODGE LLP

By:

Karen S.D. Grande, Partner

MARK A. PFEIFFER, as and only as Receiver of the City of Central Falls, and not in his individual capacity

Reviewed and approved by:

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Blma Book By:

Rosemary Booth Gallogly Director of Administration and Acting Director of Revenue

Date: January __, 2011 cc: Marilyn Shannon McConaghy, Esquire

PRV 1114025.1

State of Rhode Island and Providence Plantations BOARD of ELECTIONS CAMPAIGN FINANCE DIVISION 50 Branch Avenue, Providence Rhode Island 02904 TEL (401) 222-2345

BOARD OF ELECTIONS 2011 APR 19 MI 11 SG

AFFIDAVIT OF STATE VENDOR

UNDER CHAPTER 17-27 OF THE GENERAL LAWS OF RHODE ISLAND

Statement Under Oath of Affirmation

The undersigned, upon oath or affirmation, does hereby make the following statements and provide the following information

 Name, address and telphone number of person making this affidavit MR. Christopher D Graham Name of Person Making this Affidavit
 21 Drowne Parkway Address1

Address2 **Rumford, RI 02916** City State Zip **401 274-9200** Phone

2. Within the 24 month period preceding the date of the contract with the state agency, or with respect to the contracts that are not in writing within the 24 month period preceding the date of notification that the contract has reached the \$5000 threshold, have you contributed an aggregate amount of more than \$250 within a calendar year to any R.I. general officer, candidate for R.I. general office, any member of the general assembly or candidate for general assembly, or any R.I. political party? (includes an individual contracting party, or business entity on behalf of a related party, or a related party reporting on his/her own behalf) NOTE: If this is a semi-annual filing (i.e. January 1 to June 30 or July 1 to December 31), you must report contributions made from the date of execution of the last contract entered into during such semi-annual period to the date which is 24 months prior to the first day of the same semi-annual period.

Yes [x] No []

3. If the answer to question 2 is "yes", provide the name of the R.I. general officer, candidate for R.I. general office, member of the general assembly or candidate for general assembly, or R.I. political party and the date and the amount of each contribution. List all contributins even if reported on a previously filed affidavit. However please indicate the previously reported contributions by the letter "PR" following the date of the contribution listed below.

Name of Officer, Candidate or Political Party	Date of Contribution	Amount of Contribution	Name of Contributor	Relationship to Contracting Party
Gina M Raimondo	06/22/2010	500.00	Christopher D Graham	Co-Partner In
Gina M Raimondo	03/25/2010	250.00	Christopher D Graham	Co-Partner in
Frank T Caprio	06/27/2008	500.00	Christopher D Graham	Co-Partner in

4. What is the date of execution of the written contract requiring filing of this affidavit [Such contract must be filed with this affidavit]

5. If the contract requiring the filing of this affidavit is not in writing, when were you first notified that the contract had reached the \$5000 threshold?

6. If the contract requiring the filing of this affidavit is not in writing, describe the goods and/or services to be provided, the state agency involved, and the term or duration of such contract. If the term is indefinite, so state.

Agency

Goods / Services

Contract Expire Date

04/30/2010

7. Is this affidavit made by you as an individual or on behalf of a business entity? Business Entity [] Individual [] 8. If on behalf of a business entity, what is the name and nature of the business entity? FEIN# **Business** Name Other Business Entity [] Sole Proprietorship [] Partnership [] Corporation [] 9. If "Other Business Entity" is checked above what is the nature of such business entity? 10. Are you a state vendor because you are the contracting party in a contract with a state Yes [] No [x] 11. If yes, what is the name of the state agency to which you are providing goods and/or services? 12. If the answer to question 10 is "no", are you a state vendor because you are related to a contracting Yes [x] No [] 13. If the answer to question 12 is "yes", what is the nature of your relationship with the contracting party? Co-Partner in Charge/Providence Office 14. If you are a related party, provide the name and address of the contracting party and the state agency involved in such contract. Rhode Island Health and Educational Building Corporation Edwards Angell Palmer & Dodge LLP Name of Contracting Party State Agency 2800 Financial Plaza Address1 Address2 02903 Providence RI State City Zip 15. If you are the contracting party, have you surveyed all related parties and does this affidavit contain all Yes [x] No [] reportable political contributions made by such related parties? 16. If the answer to question 15 is "no", have you notified all such parties of the requirements of the law and Yes [] No [] of their oblicagation to file this affidavit if they have made reportable political contributions? 17. If the answer to question 16 is "yes", provide the names and addresses of related parties who might be required to file this affidavit and the nature of such relationship. Relationship Address Name 18. What is the total gross amount in dollars, of contracts entered into during the said preceding 24 month period between the contracting period and ALL state agencies? Include all contracts regarless of amount. If you are filing this affidavit as a party related to the contracting party and do not have knowledge of the information required by this question, please so state by marking "Yes." NOTE: If this is a semi-annual filing (i.e. January 1 to June 30 or July 1 to December 31), you must report contributions made from the date of execution of the last contract entered into during such semi-annual period to the date which is 24 months prior to the first day of the same Yes [] No [] semi-annual period. P.O. # FEIN # State Agency Date of Amount of Contract Contract 898,237.00 52-1300173 06/01/2008 Rhode Island Health and 79,405.00 06-1471715 07/01/2009 Narragansett Bay Commission 977,642.00 **Total Gross Amount:**

State of: <u>RI</u> County of: Providence

Signature of Person making the Affidavit

Subscribed and sworn to or Affirmed before me, an official authorized to administer oaths in the jurisdiction where this affidavit was made, on this 12% day of 20/1

Signature of Notary or Other Person Authorized to Administer Oaths

Dönna M. Pheland Printed Name of Notary or Other Person Authorized to Administer Oaths

DONNA M. PHELAND, Notary Public State of Rhose Island and Providence Plantations My Commission Expires 7-17-70.13

EDWARDS ANGELL PALMER & DODGE 11P

2800 Financial Plaza Providence, RI 02903 401.274.9200 fax 401.276.6611 eapdlaw.com

James R. McGuirk

401.276.6550 *fax* 888.325.9043 jmcguirk@eapdlaw.com

April 30, 2010

Mr. Robert E. Donovan Executive Director Rhode Island Health and Educational Building Corporation 170 Westminster Street, Suite 1200 Providence, Rhode Island 02903

RE: Request for Proposal for Bond Counsel Services

Dear Bob:

Edwards Angell Palmer & Dodge LLP ("EAPD") is pleased to submit the attached proposal for Bond Counsel services. We have served as Bond Counsel to the Rhode Island Health and Educational Building Corporation since 1975 and we have always considered it a privilege to serve this fine organization.

EAPD is a recognized bond counsel firm and we are listed in the most recent edition of the *Bond Buyer's Municipal Marketplace Directory* (the "Red Book"). In 2009, EAPD was ranked 11th nationwide among bond counsel according to the Thomson Reuters. During the first quarter of 2010, EAPD improved its ranking to 7th nationwide.

We would very much like to continue our relationship with RIHEBC and we think our proposal is very competitive. We would be available for an interview at your convenience. Thank you for this opportunity to submit our qualifications.

Very truly yours,

hirh ámes R. McGuir

PRV 1072384.1

Rhode Island Health and Educational Building Corporation

Proposal to Serve as

Bond Counsel

April 30, 2010

1. (a) please state the name and address of the proposing firm:

Edwards Angell Palmer & Dodge LLP 2800 Financial Plaza Providence, RI 02903

(b) please state the name, telephone number and email address of the principal contact for this engagement.

James R. McGuirk 401.276.6550 jmcguirk@eapdlaw.com

2. Please identify the key members of your firm who would be assigned to this engagement. Please also identify the anticipated role of each person. Brief biographies of each individual should be included.

For the RIHEBC, we propose a public finance team consisting of James McGuirk, Karen Grande, Ellen Corneau, Antonio Martini and Susan Kiernan. James McGuirk will be the lead attorney on this engagement and will be assisted by Karen Grande, Ellen Corneau and Susan Kiernan. Antonio Martini would provide tax support.



Stantanti,

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James R. McGuirk, Partner (Providence College, B.A. and M.A.; Boston College Law School, J.D.) Mr. McGuirk is a partner at EAPD and has practiced in the area of public finance for over 30 years. Mr. McGuirk has participated in almost every Rhode Island higher education transaction in the past 30 years. Mr. McGuirk has served as bond counsel, underwriter's counsel and special tax counsel in numerous types of financings, including financings for health and education facilities, tax-exempt leases, resource recovery, sewer facilities, industrial development as well as traditional governmental general obligation and revenue bond financings, and has served as bond counsel to the Rhode Island Solid Waste Management Corporation and the Rhode Island Convention Center Authority. In addition, Mr. McGuirk has extensive experience with credit enhancements, including bond insurance, surety bonds and letters of credit and has represented letter of credit banks in numerous financings. Jim McGuirk's expertise in Public Finance has been recognized by his peers and others many times over his career.



Karen S.D. Grande, Partner (Florida State University; Syracuse University, A.B.; Suffolk University Law School, J.D.) Ms. Grande has practiced in Public Finance since 1988. She concentrates her practice in the area of revenue bonds and general obligation bonds and regularly handles state law issues relating to the issuance of bonds. She has served as bond counsel to almost all of Rhode Island's 39 cities and towns (including the state's largest cities: Providence, Warwick, Cranston, Pawtucket and Newport) as well as to many state and municipal agencies that finance public projects, including school projects, public water supply and wastewater projects through the Rhode Island Clean Water Finance Agency, recreational facilities, economic development projects and student loans. She has served as underwriter's counsel to various investment banking firms, both locally and in New York. She is a member of the National Association of Bond Lawyers and the Rhode Island Government Finance Officers Association. Ms. Grande has been named among The Best Lawyers in America in the area of Public Finance Law and as a SuperLawyer in the area of Bonds/Government Finance.



Ellen Corneau, Partner (Boston College, B.A.; Villanova University School of Law, J.D.) Ms. Corneau has been a partner with the Firm since 2006. She concentrates her practice in the areas of revenue and general obligation bond financing as well as municipal law. She represents municipalities on State Revolving Loan Fund transactions and community septic loan program transactions through the Rhode Island Clean Water Finance Agency. Ms. Corneau has served as bond counsel to almost all of Rhode Island's municipalities on general obligation bonds and notes, as well as many water districts and fire districts. As bond counsel on taxable and tax-exempt industrial revenue bonds, lease revenue bonds, tax-exempt leases, and 501(c)(3) bond transactions, Ms. Corneau often represents public issuers including the Rhode Island Industrial Facilities Corporation, the Rhode Island Economic Development Corporation, and the Rhode Island Health and Educational Building Corporation. Ms. Corneau also serves frequently as underwriter's counsel and borrower's counsel in transactions. Ms. Corneau also has been named among The Best Lawyers in America in the area of Public Finance Law.



Antonio D. Martini, Partner (Union College, B.A.; Columbia University School of Law, J.D.) Mr. Martini has been with the Firm since 1998 and specializes in the tax issues related to public financing. His practice concentrates in municipal finance-related federal tax law, with an emphasis in tax-exempt governmental facilities financings, exempt facility, qualified small issue and qualified 501(c)(3) private activity bond financings; tax revenue anticipation and other working capital financings; advance refunding structures; municipal finance-related derivative products; and representation of municipal issuers in IRS proceedings including municipal bond audits. He has been actively engaged in structuring non-traditional bond offerings such as "Build America Bonds" and tax credit bonds. He is a frequent lecturer on tax matters at the National Association of Bond Lawyer's ("NABL") educational seminars. He served as Chair of the NABL's Fundamentals of Municipal Bond Law in 2005 and served in 2008 as Chair of the NABL's Tax and Securities Law Institute. Mr. Martini also has served as Chair of NABL's Tax Committee and as Editor-in-Chief of NABL's Federal Taxation of Municipal Bonds, a multi-volume treatise that serves as the key reference resource for practitioners in the field. He currently serves on NABL's Board of Directors.



Susan Kiernan, Associate (College of the Holy Cross, B.A.; Roger Williams University School of Law, J.D.) Ms. Kiernan has been an associate with the Firm since 2002. She has served as bond counsel and counsel to issuers, underwriters, banks and borrowers on numerous taxable and tax-exempt debt financings. A significant portion of her practice involves project financings for the benefit of nonprofit organizations including hospitals, nursing homes, continuing care retirement communities, cultural institutions, public and private universities and preparatory schools. She has also worked on financings for a variety of governmental agencies and instrumentalities. Ms. Kiernan also has experience with student loan financings.

3. Please provide a list of three bond issues that have been completed in the past three years where your firm acted as Bond Counsel and also a contact person to provide a reference.

• \$24,005,000 Rhode Island Health and Educational Building Corporation Higher Education Facility Revenue Bonds Board of Governors for Higher Education Educational and General Revenue Issue, Series 2010 A dated February 17, 2010; contact Robert E. Donovan and Susan LaPanne.

- \$22,320,000 Rhode Island Health and Educational Building Corporation Providence Public Schools Revenue Bond Financing Program Revenue Bonds, Series 2009 A (Qualified School Construction Bonds Providence Public Buildings Authority Issue) dated December 30, 2009; contact Robert Donovan and Richard Kerbel.
- \$100,000,000 Rhode Island Student Loan Authority Student Loan Program Revenue Bonds Consisting of \$20,000,000 2008 Series B-1 (AMT), of \$20,000,000 2008 Series B-2 (AMT), of \$25,000,000 2008 Series B-3 (AMT), of \$20,000,000 2008 Series B-4 (AMT) and of \$15,000,000 2008 Series B-5 (Taxable) dated August 14, 2008; contact Charles P. Kelley.

We have served as tax-exempt bond counsel for RIHEBC's equipment lease program for the past several years and we are prepared to serve in that capacity again.

4. Please summarize your firm's experience in serving as Bond Counsel in connection with the issuance of tax-exempt revenue bonds for public authorities for the following years:

Year .	<u>No of Issues</u>	<u>Total Par Amount</u>
2009	33	\$4,513,235,000
2008	43	\$4,641,126,620
2007	37	\$2,040,551,582

5. Please summarize your firm's experience in serving as a Bond Counsel in connection with the issuance of health care and/or educational tax-exempt revenue bonds for the following years:

Year	No of Issues	Total Par Amount
2009	23	\$3,663,505,000
2008	36	\$4,078,951,620
2007	23	\$1,657,385,936

6. Please provide a proposed fee schedule with minimum and maximum fees for individual financings and differentiate between public offerings, private placements, variable rates, or other structures. If your firm proposes hourly rate fee structure, please provide a listing of hourly rates for partner, associates and legal assistants. Fees will be considered to be applicable for a two-year period.

We would propose a ceiling of \$50,000 for most issues whether fixed or variable. We would consider a fee of \$30,000 for a small, private placement and \$15,000 for lease financing. Due to the complexity and size of the so called "school pool" fundings, we would negotiate a higher fee consistent with previous financings. If an issue became more involved than anticipated, we would like the option of requesting an adjustment from the board of RIHEBC.

7. List what other state health and/or educational authorities have appointed you as Bond Counsel on their issues since 2000. Please indicate whether these appointments were/are for a term, or on going. List any authorities which have terminated your Bond Counsel relationship since 1998 and why.

We serve as bond counsel to the Massachusetts Health and Educational Facilities Authority and have served in this capacity continuously for over 30 years. We have also served as bond counsel on dozens of educational facility financings for Mass Development over the last 25 years. We are on the

approved list for the Connecticut Health and Educational Finance Authority but we have not yet served as bond counsel. We have never been terminated from an authority for which we served as bond counsel.

8. List what other Rhode Island public authorities have appointed you as Bond Counsel on their issues since 2000. Please indicate whether your firm continues to serve as Bond Counsel to such authorities, and state whether any such authorities have terminated your Bond Counsel relationship, and why.

We serve on an issue by issue basis as Bond Counsel to the Rhode Island Economic Development Corporation and the Rhode Island Industrial Facilities Corporation. We serve as bond counsel to the Narragansett Bay Commission on an issue-by-issue basis. We served as bond counsel to the Rhode Island Student Loan Authority ("RISLA") from 2006 – 2009, when RISLA selected other counsel through an RFP process. We have never been terminated from these engagements.

9. Please identify any litigation (including any formal administrative proceedings) in which your firm is currently involved, or has been involved, since 2000 regarding allegations of security law violations, tax law violations or resulting from your contract as Bond Counsel. Please indicate the current status or disposition of such litigation or administrative proceedings.

EAPD is not currently involved in, and has not been involved in, any litigation since 2000 regarding allegations of security law violations, tax law violations or resulting from a contract as Bond Counsel.

10. Describe the Affirmative Action Program undertaken by your firm and the number and percentage of minorities and women who are either partners or associates in your firm. Law firms that are not certified as minority or women owned must disclose the number and percentage of minority and women attorneys, identifying partners and associates, length of service of each, and submit their Affirmative Action Implementation Program.

EAPD is an equal employment opportunity and affirmative action employer. Equal employment and affirmative action have been and continue to be guiding principles at EAPD. The Firm is committed to having a work environment without discrimination. We recognize that equal employment opportunity requires affirmative steps to ensure the full utilization of people of all backgrounds who possess the best available skills.

Employment opportunities and employment decisions for potential and current EAPD personnel are based solely on personal capabilities and qualifications, without regard to race, color, religious creed, sex, national origin, citizenship status, ancestry, age, sexual orientation, gender identity, marital status, domestic partner status, disability, veteran status or other classifications that are deemed to be protected under federal, state and/or local laws. This Equal Employment Opportunity and Affirmation Action Policy applies to all aspects of employment, including recruitment and hiring, benefits, compensation, training, promotion, transfer, demotion, layoffs, reinstatement, termination, and all other terms and conditions of employment.

The Firm will continue to inform its employment sources of this policy and recruit applicants from schools, employment agencies, and other sources to locate qualified minority and female candidates. All advertisements for personnel will state that the Firm is an Affirmative Action, Equal Opportunity Employer.

This Policy is consistent with the objectives of the National Policy as stated by the President of the United States and as defined by Title VII of the Civil Rights Act of 1964, Executive Order 11246,

11375, Revised Order 4 and the implementation of Rules and Regulations of the Office of Federal Contract Compliance. The Firm will comply with all applicable laws and regulations pertaining to equal employment opportunity, nondiscrimination and affirmative action.

To implement this policy, an Affirmative Action Compliance Program has been established. As the Firm's Affirmative Action Officer, Sheryl Hanley, Acting Director of Human Resources, is responsible for ensuring compliance and continued implementation of the Firm's Equal Employment Opportunity and Affirmative Action Policy.

The firm is so committed to diversity, it has designated a Partner, Paulette Brown, as Chief Diversity Officer. Paulette Brown has been recognized by the National Law Journal as one of The 50 Most Influential Minority Lawyers in America and is a 2010 recipient of the Gertrude Rush Award for her dedication to community leadership and professionalism, by the National Bar Association. Ms. Brown has been in the forefront of discussion related to minority lawyers in the legal profession for many years. She has been a tireless advocate in the legal community and within EAPD. The Firm is very proud of Ms. Brown's accomplishments and is honored to have her as a valued member of EAPD's partnership.

In addition, EAPD has been recognized by the Human Rights Campaign in the annual Corporate Equity Index (CEI), receiving a 100% rating. EAPD joins the ranks of other major U.S. businesses which get top marks for their treatment of lesbian, gay, bisexual, and transgender (LGBT) employees and consumers. We are extremely proud of our recognition and rating. We know that diversity in the firm makes us better lawyers by enabling us to bring a wide range of perspectives and life experiences to the work we do. It enhances our ability to recruit the best possible candidates for our summer program and each new class of entering associates, as well as lateral associates and partners, and it contributes directly to the strength of our firm.

	Firm Totals	Total Minorities and Women	Minorities and Women % of Firm Total	Average Length of Service (years)
Associates	184	95	52%	3.67
Counsel	59	22	37%	8.15
Partners	219	46	21%	14.44
Total	462	163	35%	9.35

We believe that EAPD's affirmative action efforts demonstrate a commitment to women and minorities and testify to the fact that EAPD has acted in conformance with the spirit and intent of the principles set forth in R.I.G.L. 37-14.1 et. seq.

11. Do you foresee any conflicts of interest or potential conflicts of interest arising from continuing representation of the current clients of your firm and any engagement with the Corporation? For what colleges, hospitals or any other Health Care providers in Rhode Island does your firm act as a General Counsel or provide substantial legal services?

The Firm does not perceive any potential conflict of interest, or appearance of impropriety stemming from our representation of the RIHEBC.

Each EAPD lawyer is charged with the responsibility for assuring that the Firm's practice is conducted at the highest ethical and professional level, all new matters are vetted daily to identify potential conflicts, and a Firm-wide ethics committee must be consulted in any matter where a potential conflict has been identified.

EAPD has one full-time attorney and one part-time attorney whose primary responsibilities are to ensure against conflicts and to maintain ethical compliance by the Firm and its attorneys. The Firm utilizes LegalKey Technologies, Inc., a software program specifically designed for the legal market. This system allows efficient and accurate conflict of interest checks to be performed, integrates with our accounting system to ensure that all records are in synch, maintains a computerized index of files utilizing the latest bar code technology and allows users to view these records. LegalKey allows for inquiries based on matter names. With this system, we can not only see direct conflicts but can identify potential issue conflicts as well.

In matters of potential conflict of interest, EAPD observes the rules for lawyers and legal practice elaborated upon in the legal profession's ethical standards. A law firm cannot represent clients with differing interests without the consent of each of the clients. There are instances in which a law firm may properly serve clients with differing interests; such situations must be tested on a case by case basis to show that the firm can adequately represent the interest of each client, and each client must consent to such representation after full disclosure of the possible effect of such representation on the exercise of the law firm's independent professional judgment on behalf of each.

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From time to time we represent the following potential borrowers from RIHEBC:

- Brown University
- Bryant University
- Child and Family Services of Newport County
- LaSalle Academy
- Lifespan
- Lincoln School
- Memorial Hospital of Rhode Island
- Orchard View Manor
- Providence College
- St. Andrew's School
- Steere House
- Tockwotton Home
- Women & Infants Hospital

BOS 752911.2

State of Rhode Island and Providence Plantations BOARD of ELECTIONS CAMPAIGN FINANCE DIVISION 50 Branch Avenue, Providence Rhode Island 02904 TEL (401) 222-2345

AFFIDAVIT OF STATE VENDOR

UNDER CHAPTER 17-27 OF THE GENERAL LAWS OF RHODE ISLAND

Statement Under Oath of Affirmation

The undersigned, upon oath or affirmation, does hereby make the following statements and provide the following information

 Name, address and telphone number of person making this affidavit MR. Christopher D Graham Name of Person Making this Affidavit 21 Drowne Parkway Address1

Address2 **Rumford, RI 02916** City State Zip **401 274-9200** Phone

2. Within the 24 month period preceding the date of the contract with the state agency, or with respect to the contracts that are not in writing within the 24 month period preceding the date of notification that the contract has reached the \$5000 threshold, have you contributed an aggregate amount of more than \$250 within a calendar year to any R.I. general officer, candidate for R.I. general office, any member of the general assembly or candidate for general assembly, or any R.I. political party? (includes an individual contracting party, or business entity on behalf of a related party, or a related party reporting on his/her own behalf) NOTE: If this is a semi-annual filing (i.e. January 1 to June 30 or July 1 to December 31), you must report contributions made from the date of execution of the last contract entered into during such semi-annual period to the date which is 24 months prior to the first day of the same semi-annual period.

Yes [x] No []

3. If the answer to question 2 is "yes", provide the name of the R.I. general officer, candidate for R.I. general office, member of the general assembly or candidate for general assembly, or R.I. political party and the date and the amount of each contribution. List all contributins even if reported on a previously filed affidavit. However please indicate the previously reported contributions by the letter "PR" following the date of the contribution listed below.

Name of Officer, Candidate or Political Party	Date of Contribution	Amount of Contribution	Name of Contributor	Relationship to Contracting Party
Gina M Raimondo	06/22/2010 PR	500.00	Christopher D Graham	Co-Partner In
Gina M Raimondo	03/25/2010 PR	250.00	Christopher D Graham	Co-Partner in
Frank T Caprio	06/27/2008 PC	500.00	Christopher D Graham	Co-Partner in

4. What is the date of execution of the written contract requiring filing of this affidavit [Such contract must be filed with this affidavit]

5. If the contract requiring the filing of this affidavit is not in writing, when were you first notified that the contract had reached the \$5000 threshold?

6. If the contract requiring the filing of this affidavit is not in writing, describe the goods and/or services to be provided, the state agency involved, and the term or duration of such contract. If the term is indefinite, so state.

Agency

Goods / Services

Contract Expire Date

06/02/2010

Business Entity [] 7. Is this affidavit made by you as an individual or on behalf of a business entity? Individual [] 8. If on behalf of a business entity, what is the name and nature of the business entity? FEIN# **Business** Name Other Business Entity [] Sole Proprietorship [] -Partnership [] Corporation [] 9. If "Other Business Entity" is checked above what is the nature of such business entity? 10. Are you a state vendor because you are the contracting party in a contract with a state Yes [] No [x] 11. If yes, what is the name of the state agency to which you are providing goods and/or services? 12. If the answer to question 10 is "no", are you a state vendor because you are related to a contracting Yes [x] No [] 13. If the answer to question 12 is "yes", what is the nature of your relationship with the contracting party? Co-Partner in Charge/Providence Office 14. If you are a related party, provide the name and address of the contracting party and the state agency involved in such contract. State of Rhode Island Edwards Angell Palmer & Dodge LLP Name of Contracting Party State Agency 2800 Financial Plaza Address1 Address2 Providence RI 02903 State Zip City 15. If you are the contracting party, have you surveyed all related parties and does this affidavit contain all Yes [x] No [] reportable political contributions made by such related parties? 16. If the answer to question 15 is "no", have you notified all such parties of the requirements of the law and Yes [] No [] of their oblicagation to file this affidavit if they have made reportable political contributions? 17. If the answer to question 16 is "yes", provide the names and addresses of related parties who might be required to file this affidavit and the nature of such relationship. Relationship Address Name 18. What is the total gross amount in dollars, of contracts entered into during the said preceding 24 month period between the contracting period and ALL state agencies? Include all contracts regarless of amount. If you are filing this affidavit as a party related to the contracting party and do not have knowledge of the information required by this question, please so state by marking "Yes." NOTE: If this is a semi-annual filing (i.e. January 1 to June 30 or July 1 to December 31), you must report contributions made from the date of execution of the last contract entered into during such semi-annual period to the date which is 24 months prior to the first day of the same semi-annual period. Yes [] No [] P.O. # State Agency Date of Amount of FEIN # Contract Contract 898,237.00 52-1300173 06/01/2008 Rhode Island Health and 79,405.00 06-1471715 Narragansett Bay Commission 07/01/2009

Total Gross Amount:

977,642.00

State of: <u>RI</u> County of: Providence

Signature of Person making the Affidavit

Subscribed and sworn to or Affirmed before me, an official authorized to administer oaths in the jurisdiction where this affidavit was ph made, on this

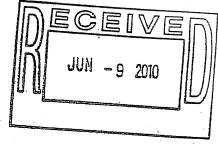
20 // day of

Signature of Notary or Other Person Authorized to Administer Oaths

Donng M. Pheland Printed Name of Notary or Other Person Authorized to Administer Oaths

Edwards Angell Palmer & Dodge 11.P

2800 Financial Plaza Providence, RI 02903 401.274.9200 fax 401.276.6611 eapdlaw.com



June 2, 2010

State of Rhode Island One Capital Hill Providence, Rhode Island 02903 Attention: Rosemary Booth Gallogly, Director of Administration

Re: Special Counsel for Bond and Legislative Matters

Dear Ms. Gallogly:

This letter agreement (the "Agreement") will confirm the terms and conditions of our engagement as special counsel to the State of Rhode Island, acting by and through its Department of Administration (the "State"), in connection with municipal receivership matters.

1. <u>SCOPE OF ENGAGEMENT</u>. The State is hereby hiring Edwards Angell Palmer & Dodge LLP (the "Firm" or "EAPD") as special counsel to represent the State on bond and legislative matters relating to municipal receiverships, subject to the exclusions and limitations set forth herein or as may in the future be communicated in writing between the State and EAPD. Unless the State and EAPD make a different agreement in writing, this Agreement will govern all future services that we may perform for the State.

The Firm expects to perform the following services: draft legislation, render advice, conduct legal research and perform such other actions as may be required by the State with respect to municipal receivership matters.

For purposes of General Laws Chapter 22-10 relative to lobbying, this engagement is for the drafting of legislation regarding municipal receiverships and rendering related advice as may be requested by the Department of Administration, the Department of Revenue, or any legislative committee. In no event shall this engagement or any of the services performed or actions taken by EAPD pursuant to such engagement be construed as "lobbying" under Rhode Island General Laws Section 22-10.

2. <u>TERM OF ENGAGEMENT</u>. This engagement shall be for a limited duration of one year from the date hereof.

3. <u>ATTORNEY-CLIENT RELATIONSHIP</u>. The State, in this engagement, is our client and an attorney-client relationship will exist between us upon execution of this engagement letter. Our services as special counsel are limited to those contracted for in this engagement letter.

Edwards Angell Palmer & Dodge LLP

State of Rhode Island June 2, 2010 Page 2

4. <u>CONFLICTS</u>. The Firm does not perceive any potential conflicts of interest and to our knowledge there are currently no material actual conflicts of interest that would prevent EAPD from representing the State. In the event of future conflicts between a Firm client and the State, we would discuss with the Director of Administration whether it would be appropriate for waivers to be granted on a case-by-case basis. EAPD would not represent the State or any other EAPD client if their interests were directly adverse, all in accordance with our ethical duties under applicable law and canons of ethics.

5. <u>FEES</u>. We will bill the State a blended flar government rate for public finance work of \$315 per hour through June 30, 2010 (and \$320 per hour thereafter) for all services rendered by Firm lawyers and other legal personnel (such as paralegals); such rate shall remain in effect for the term of this Agreement. Such blended hourly rate shall apply to all legal personal, both lawyers and paralegals, with respect to services rendered for the State. This proposed fee structure does not exceed the rate of compensation charged to other preferred public or private clients for public finance matters.

In addition to discounted hourly fees for legal services specified above, we typically charge for official fees and other out-of-pocket costs incurred by the Firm on a client's behalf in the course of rendering those services, on a cost basis, including photocopies and fax transmissions, local and overnight courier services, client-requested out-of-town travel, computer supported legal research, and overtime charges for secretarial assistance.

6. <u>BILLING STATEMENTS</u>. We will send the State monthly statements for any fees and costs incurred as described in this Agreement. Statements will typically be delivered to the State within fifteen (15) days of the close of each month. Each statement will be due within fifteen (15) days of its date of delivery to the State. Unpaid amounts past due will bear interest at 1% per month.

7. <u>DISCHARGE AND WITHDRAWAL</u>. The State may discharge us at any time in its discretion. To the extent consistent with our ethical obligations as lawyers, we reserve the right to withdraw with the State's consent or for good cause.

8. <u>E-VERIFY</u>. Pursuant to the Governor's Executive Order 08-01 and the Department of Administration Division of Purchasing requirement effective May 15, 2008, we hereby certify that we have registered to utilize the E-Verify program (<u>www.dhs.gov/E-Verify</u>) to ensure compliance with federal and state laws. We understand that we are required to continue to utilize the E-Verify program for as long as we continue to do business with the State. We further understand that our failure to continue to do utilize the services of the E-Verify program will adversely affect our ability to do business with the State in the future.

Edwards Angell Palmer & Dodge LLP

State of Rhode Island June 2, 2010 Page 3

If the foregoing terms of this engagement letter are acceptable to you, please so indicate by returning the enclosed copy of this engagement letter. We look forward to working with you.

EDWARDS ANGELL PALMER & DODGE LLP

By:

Karen S.D. Grande, Partner

Accepted and Approved

STATE OF RHODE ISLAND

Toth fallogle By: Rosemary Booth Gallogly

Director of Administration

Date: June , 2010

cc: Marilyn Shannon McConaghy, Esquire

State of Rhode Island and Providence Plantations BOARD of ELECTIONS CAMPAIGN FINANCE DIVISION 50 Branch Avenue, Providence Rhode Island 02904 TEL (401) 222-2345

AFFIDAVIT OF STATE VENDOR

UNDER CHAPTER 17-27 OF THE GENERAL LAWS OF RHODE ISLAND

Statement Under Oath of Affirmation

The undersigned, upon oath or affirmation, does hereby make the following statements and provide the following information

 Name, address and telphone number of person making this affidavit MR. Christopher D Graham Name of Person Making this Affidavit
 21 Drowne Parkway Address1

Address2 **Rumford, RI 02916** City State Zip **401 274-9200** Phone

2. Within the 24 month period preceding the date of the contract with the state agency, or with respect to the contracts that are not in writing within the 24 month period preceding the date of notification that the contract has reached the \$5000 threshold, have you contributed an aggregate amount of more than \$250 within a calendar year to any R.I. general officer, candidate for R.I. general office, any member of the general assembly or candidate for general assembly, or any R.I. political party? (includes an individual contracting party, or business entity on behalf of a related party, or a related party reporting on his/her own behalf) NOTE: If this is a semi-annual filing (i.e. January 1 to June 30 or July 1 to December 31), you must report contributions made from the date of execution of the last contract entered into during such semi-annual period to the date which is 24 months prior to the first day of the same semi-annual period.

Yes [x] No []

3. If the answer to question 2 is "yes", provide the name of the R.I. general officer, candidate for R.I. general office, member of the general assembly or candidate for general assembly, or R.I. political party and the date and the amount of each contribution. List all contributins even if reported on a previously filed affidavit. However please indicate the previously reported contributions by the letter "PR" following the date of the contribution listed below.

Name of Officer, Candidate or Political Party	Date of Contribution	Amount of Contribution	Name of Contributor	Relationship to Contracting Party
Gina M Raimondo	06/22/2010 <i>F</i> R	500.00	Christopher D Graham	Co-Partner In
Gina M Raimondo	03/25/2010 PL	250.00	Christopher D Graham	Co-Partner in
Frank T Caprio	06/27/2008PR	500.00	Christopher D Graham	Co-Partner in

4. What is the date of execution of the written contract requiring filing of this affidavit [Such contract must be filed with this affidavit]

5. If the contract requiring the filing of this affidavit is not in writing, when were you first notified that the contract had reached the \$5000 threshold?

6. If the contract requiring the filing of this affidavit is not in writing, describe the goods and/or services to be provided, the state agency involved, and the term or duration of such contract. If the term is indefinite, so state.

Agency

Goods / Services

Contract Expire Date

07/01/2010

	avit made by y	ou as an indiv	idual or on beha	lf of a busines	s entity?	Individu	al []	Business E	Entity []
3. If on behalf	f of a business	entity, what is	the name and n	ature of the bu	siness entity	?	• •		· .
Business N	Jame		F	EIN#					
Corporatio	n []	Partnership []		Sole Propriet	torship []	Other I	Business E	ntity []	
9. If "Other B	usiness Entity'	" is checked at	ove what is the	nature of such	business ent	ity?			
0. Are you a	state vendor b	ecause you are	e the contracting	; party in a con	tract with a s	state Yes []	No [x]		
1. If yes, wh	at is the name	of the state ag	ency to which y	ou are providir	ng goods and	/or services?			
2. If the answ	wer to question	n 10 is "no", ar	e you a state vei	ndor because y	ou are relate	d to a contractin	g Ye	es [x] No []	
	wer to question er in Charge/P:			e of your relati	onship with 1	he contracting p	arty?		
Edwards A Name of C 2800 Finar	Angell Palmer &	& Dodge LLP	name and addres	s of the contra <u>Narraganse</u> State Agen	tt Bay Comr	nd the state ager nission	cy involve	ed in such co	ntract.
Address1									
Address2 <u>Providence</u> City	<u>e</u>	<u>RI 0290</u> State Zip	<u>13</u>						
15. If you are		g party, have y	ou surveyed all such related part		and does thi	s affidavit conta	in all Y	es [x] No []	
7. If the answind the nature			rovide the name	es and addresse	es of related	parties who mig	nt be requi	red to file thi	is affidavit
	• • • • • • • • • • • • • • • •	-							
Name			Address			Rel	ationship		
18. What is the period and Al contracting per- this is a semi- execution of t	he total gross a LL state agenc arty and do not -annual filing (the last contrac	ies? Include al t have knowled (i.e. January 1	urs, of contracts l contracts regarder lge of the inform to June 30 or Ju	rless of amoun nation required ly 1 to Deceml	t. If you are 1 by this que: ber 31), you	Rel preceding 24 m filing this affida stion, please so s must report cont which is 24 mor Yes [] No []	onth peric vit as a pa tate by ma ributions r	rty related to urking "Yes." nade from th	the NOTE: If e date of
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State of:RICounty of:Providence

Signature of Person making the Affidavit

Subscribed and sworn to or Affirmed before me, an official authorized to administer oaths in the jurisdiction where this affidavit was made, on this 13% day of Circuit 20 //

day of 20 11

Signature of Notary or Other Person Authorized to Administer Oaths

Pheland DOHNA M.

Printed Name of Notary or Other Person Authorized to Administer Oaths DONNA M. PHELAND, Notary Public State of Rhose Island and Providence Plantations My Commission Expires 7-17-2013

Edwards Angell Palmer & Dodge 1119

2800 Financial Plaza Providence, RI 02903 401.274.9200 fax 401.276.6611 eapdlaw.com

Karen S.D. Grande 401.455.7608 *Fax* 888.325.9150 kgrande@eapdlaw.com

September 8, 2010

Laurie Horridge Bissonette, Esquire General Counsel Narragansett Bay Commission One Service Road Providence, Rhode Island 02905

Re: Narragansett Bay Commission - Agreement for Legal Services

Dear Laurie:

Enclosed please find three (3) signed copies of the Agreement for Legal Services. I look forward to continuing my work with Narragansett Bay Commission. Thank you and if you have any questions, please do not hesitate to call.

Sincerely,

Karen S.D. Grande

Enclosure

PRV 1092464.1

NARRAGANSETT BAY COMMISSION AGREEMENT FOR LEGAL SERVICES CONTRACT NUMBER 2010C

This Agreement, is made this _____ day of June, 2010, by and between the Narragansett Bay Commission (hereinafter the "Commission") acting pursuant to the provisions of Title 46, Chapter 25 of the General Laws of Rhode Island and Edwards Angell Palmer & Dodge, LLP (hereinafter "Edwards Angell") and their successors and assigns.

The Commission and Edwards Angell in consideration of their mutual covenant herein and for other good and valuable consideration agree as follows:

1. SCOPE OF WORK

Edwards Angell, with Karen Grande as Lead Counsel, may serve as bond counsel in connection with cash flow borrowing and the financing of Capital Projects, funded directly through proceeds from the issuance of long or short term revenue obligations at the Commission's request.

The Lead Counsel shall utilize and direct the resources of Edwards Angell including, but not limited to, attorneys, associate counsel and researchers to accomplish said legal functions at the discretion of the Executive Director or his/her designee in accordance with the Commission's By-Laws.

The parties shall maintain an attorney/client relationship throughout the term of this Agreement.

2. EXECUTION OF AGREEMENT AND MODIFICATIONS

This Agreement and any changes or modifications hereto shall be in writing and must be executed by both the Commission and Edwards Angell.

3. TERM

This Agreement and the terms herein shall be effective July 1, 2010 until June 30, 2011.

4. RESERVED

5. PAYMENT FOR SERVICES

From the date of July 1, 2010 through June 30, 2011, the Commission shall compensate Edwards Angell for bond counsel services on the basis of fixed fee arrangements by letter of agreement with the Executive Director at the onset of any such revenue obligation.

6. CHANGES/BUDGET ADJUSTMENT

The Commission may, at any time, by written order, make changes within the general scope of this Agreement, in the services or work to be performed. If such changes cause an increase or decrease in Edwards Angell's cost or time required to perform any services under this Agreement, whether or not changed by any order, the Commission and Edwards Angell shall make an equitable adjustment and modify this Agreement in writing.

Edwards Angell must assert any claim for adjustment under this clause within thirty (30) days from the date it receives the Commission's notification of change, unless the Commission grants additional time before the date of final payment. No claim by Edwards Angell for an equitable adjustment shall be allowed if made after final payment under this Agreement.

No services for which Edwards Angell will charge any additional compensation shall be furnished without the prior written approval of the Commission.

7. EXTENT OF AGREEMENT

Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the Commission and Edwards Angell.

8. SUB-CONTRACTS

Edwards Angell warrants that they will not sub-contract any portion of the tasks or sub-tasks they are obligated to perform under this Agreement without the prior written consent of the Commission.

9. NOTICES

All notices required hereunder shall be in writing to the parties at the following:

COMMISSION:

Narragansett Bay Commission

One Service Road

Providence, RI 02905

ATTN: Laurie Horridge Bissonette, Esq., Director of Executive Affairs Copy: Raymond J. Marshall, P.E., Executive Director Copy: Vincent J. Mesolella, Chairman

EDWARDS ANGELL:

Edwards Angell Palmer & Dodge, LLP 2800 Financial Plaza Providence, RI 02903 ATTN: Karen Grande, Esq.

10. CAPTIONS

Captions and section headings are for reference only and shall not limit or otherwise affect the meaning of the sections hereunder.

11. INTEGRATION

This Agreement represents the entire understanding of the Commission and Edwards Angell with regard to those matters covered hereunder. This Agreement may not be modified or altered, except in writing, signed by both parties.

12. JURISDICTION

This Agreement shall be administered and interpreted under the laws of the State of Rhode Island. Jurisdiction of litigation arising from this Agreement shall be in the State of Rhode Island. If any part of this Agreement is found to be in conflict with applicable laws, such parts shall be inoperative, null and void, insofar as it is in conflict with said laws, but the remainder of the Agreement shall be in full force in effect.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized representatives, this Agreement in two (2) counterparts, each of which shall be deemed an original.

FOR THE COMMISSION:

Witness

By:___

Vincent J. Mesolella, *Chairman*

Witness

By:_

Raymond J. Marshall, P.E. Executive Director

FOR EDWARDS ANGELL:

Witness Donise Marshall

By:

Karen Grande, Esquire Attorney at Law

State of Rhode Island and Providence Plantations BOARD of ELECTIONS CAMPAIGN FINANCE DIVISION 50 Branch Avenue, Providence Rhode Island 02904 TEL (401) 222-2345

AFFIDAVIT OF STATE VENDOR

UNDER CHAPTER 17-27 OF THE GENERAL LAWS OF RHODE ISLAND

Statement Under Oath of Affirmation

The undersigned, upon oath or affirmation, does hereby make the following statements and provide the following information

 Name, address and telphone number of person making this affidavit MR. Christopher D Graham Name of Person Making this Affidavit
 21 Drowne Parkway Address1

Address2 **Rumford, RI 02916**City State Zip
401 274-9200
Phone

2. Within the 24 month period preceding the date of the contract with the state agency, or with respect to the contracts that are not in writing within the 24 month period preceding the date of notification that the contract has reached the \$5000 threshold, have you contributed an aggregate amount of more than \$250 within a calendar year to any R.I. general officer, candidate for R.I. general office, any member of the general assembly or candidate for general assembly, or any R.I. political party? (includes an individual contracting party, or business entity on behalf of a related party, or a related party reporting on his/her own behalf) NOTE: If this is a semi-annual filing (i.e. January 1 to June 30 or July 1 to December 31), you must report contributions made from the date of execution of the last contract entered into during such semi-annual period to the date which is 24 months prior to the first day of the same semi-annual period.

Yes [x] No []

3. If the answer to question 2 is "yes", provide the name of the R.I. general officer, candidate for R.I. general office, member of the general assembly or candidate for general assembly, or R.I. political party and the date and the amount of each contribution. List all contributins even if reported on a previously filed affidavit. However please indicate the previously reported contributions by the letter "PR" following the date of the contribution listed below.

Name of Officer, Candidate or Political Party	Date of Contribution	Amount of Contribution	Name of Contributor	Relationship to Contracting Party	
Gina M Raimondo	06/22/2010 PC		Christopher D Graham	Co-Partner In	
Gina M Raimondo	03/25/2010 PK	250.00	Christopher D Graham	Co-Partner in	
Frank T Caprio	06/27/2008 PK	- 500.00	Christopher D Graham	Co-Partner in	

4. What is the date of execution of the written contract requiring filing of this affidavit [Such contract must be filed with this affidavit]

5. If the contract requiring the filing of this affidavit is not in writing, when were you first notified that the contract had reached the \$5000 threshold?

6. If the contract requiring the filing of this affidavit is not in writing, describe the goods and/or services to be provided, the state agency involved, and the term or duration of such contract. If the term is indefinite, so state.

Agency

Goods / Services

Contract Expire Date

01/18/2011

7. Is this affidavit made by you as an individ	lual or on behalf of a	a business entity?	Individual []	Business Entity []
B. If on behalf of a business entity, what is t	he name and nature of	of the business entity	?	
Business Name	FEIN#			· · · ·
Corporation [] Partnership []	Sole	Proprietorship []	Other Business	Entity []
. If "Other Business Entity" is checked abo	ve what is the nature	e of such business en	tity?	
0. Are you a state vendor because you are t	he contracting party	in a contract with a	state Yes [] No [x]	
1. If yes, what is the name of the state ager	icy to which you are	providing goods and	l/or services?	
2. If the answer to question 10 is "no", are	you a state vendor b	ecause you are relate	d to a contracting	Yes [x] No []
3. If the answer to question 12 is "yes", wh <u>Co-Partner in Charge/Providence Offic</u>		our relationship with	the contracting party?	
4. If you are a related party, provide the na <u>Edwards Angell Palmer & Dodge LLP</u> Name of Contracting Party <u>2800 Financial Plaza</u> Address1	Sta	ne contracting party a ate of Rhode Island ate Agency	nd the state agency invo	lved in such contract.
Address2ProvidenceRI02903CityStateZip				
5. If you are the contracting party, have yo eportable political contributions made by su		d parties and does th	is affidavit contain all	Yes [x] No []
6. If the answer to question 15 is "no", hav f their oblicagation to file this affidavit if t				Yes [] No []
7. If the answer to question 16 is "yes", pro	wide the names and		notice who might he rea	uired to file this affidavit
		addresses of related	parties who hight be req	
and the nature of such relationship.	Address	addresses of related	Relationshi	
nd the nature of such relationship. Name 8. What is the total gross amount in dollars period and ALL state agencies? Include all ontracting party and do not have knowledg his is a semi-annual filing (i.e. January 1 to xecution of the last contract entered into du	Address s, of contracts entere contracts regarless o e of the information June 30 or July 1 to	d into during the said f amount. If you are required by this que December 31), you	Relationship l preceding 24 month per filing this affidavit as a stion, please so state by r must report contributions	o iod between the contracting party related to the narking "Yes." NOTE: If s made from the date of
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Name 8. What is the total gross amount in dollars beriod and ALL state agencies? Include all contracting party and do not have knowledg his is a semi-annual filing (i.e. January 1 to execution of the last contract entered into du emi-annual period. State Agency	Address s, of contracts entere contracts regarless o e of the information June 30 or July 1 to uring such semi-annu Date of Contract 06/01/2008	d into during the said f amount. If you are required by this que December 31), you tal period to the date Amount of Contract 898,237.00 79,405.00	Relationship I preceding 24 month per filing this affidavit as a stion, please so state by r must report contributions which is 24 months prio Yes [] No [] FEIN # P	iod between the contracting party related to the narking "Yes." NOTE: If s made from the date of r to the first day of the same

State of: <u>RI</u> County of: **Providence**

A

Signature of Person making the Affidavit

Subscribed and sworn to or Affirmed before me, an official authorized to administer oaths in the jurisdiction where this affidavit was made, on this

8h day of 20 //

Signature of Notary or Other Person Authorized to Administer Oaths

<u>Donna</u> <u>m</u> - *Pheland* Printed Name of Notary or Other Person Authorized to Administer Oaths

DONNA M, PHELAND, Notary Public State of Rhose Island and Providence Plantations My Commission Expires 7-17-2013

EDWARDS ANGELL PALMER & DODGE LLP

2800 Financial Plaza Providence, RI 02903 401.274.9200 fax 401.276.6611 eapdlaw.com

January 18, 2011

The Honorable Mark A. Pfeiffer Receiver of the City of Central Falls Department of Revenue One Capitol Hill Providence, Rhode Island 02908

Re: Special Counsel for Receivership Matters

Dear Judge Pfeiffer:

This letter agreement (the "Agreement") will confirm the terms and conditions of our engagement as special counsel to the State of Rhode Island, acting by and through its Department of Administration (the "State"), in connection with municipal receivership matters.

1. <u>SCOPE OF ENGAGEMENT</u>. The State is hereby hiring Edwards Angell Palmer & Dodge LLP (the "Firm" or "EAPD") as special counsel to represent the State on special matters relating to municipal receiverships, particularly those related to bond matters, subject to the exclusions and limitations set forth herein or as may in the future be communicated in writing between the State and EAPD. Unless the State and EAPD make a different agreement in writing, this Agreement will govern all future services that we may perform for the State.

The Firm expects to perform the following services: draft legislation, render advice, conduct legal research and perform such other actions as may be required by the State with respect to municipal receivership matters.

For purposes of General Laws Chapter 22-10 relative to lobbying, this engagement is for the drafting of legislation regarding municipal receiverships and rendering related advice as may be requested by the Department of Administration, the Department of Revenue, or any legislative committee. In no event shall this engagement or any of the services performed or actions taken by EAPD pursuant to such engagement be construed as "lobbying" under Rhode Island General Laws Section 22-10.

2. <u>TERM OF ENGAGEMENT</u>. This engagement shall be for a six (6) month period commencing on the date hereof; provided the engagement may be renewed and extended thereafter upon the written agreement of the parties.

3. <u>ATTORNEY-CLIENT RELATIONSHIP</u>. The State, in this engagement, is our client and an attorney-client relationship will exist between us upon execution of this engagement letter. Our services as special counsel are limited to those contracted for in this engagement letter.

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4. <u>CONFLICTS</u>. The Firm does not perceive any potential conflicts of interest and to our knowledge there are currently no material actual conflicts of interest that would prevent EAPD from representing the State. In the event of future conflicts between a Firm client and the State, we would discuss with the Director of Administration whether it would be appropriate for waivers to be granted on a case-by-case basis. EAPD would not represent the State or any other EAPD client if their interests were directly adverse, all in accordance with our ethical duties under applicable law and canons of ethics.

5. <u>FEES</u>. We will bill the State a blended flat government rate for public finance work of \$320 per hour for all services rendered by Firm lawyers and other legal personnel (such as paralegals); such rate shall remain in effect for the term of this Agreement. Such blended hourly rate shall apply to all legal personal, both lawyers and paralegals, with respect to services rendered for the State. This proposed fee structure does not exceed the rate of compensation charged to other preferred public or private clients for public finance matters.

In addition to discounted hourly fees for legal services specified above, we typically charge for official fees and other out-of-pocket costs incurred by the Firm on a client's behalf in the course of rendering those services, including photocopies and fax transmissions, local and overnight courier services, client-requested out-of-town travel, computer supported legal research, and overtime charges for secretarial assistance.

6. <u>BILLING STATEMENTS</u>. Bills will be submitted on a monthly basis to the Acting Director of the Division of Revenue for review, approval and processing for payment by the State of Rhode Island; statements may thereafter be submitted to the City of Central Falls for reimbursement. Statements will typically be delivered to the State within fifteen (15) days of the close of each month. Each statement will be due within fifteen (15) days of its date of delivery to the State. Unpaid amounts past due will bear interest at 1% per month.

7. <u>DISCHARGE AND WITHDRAWAL</u>. The State may discharge us at any time in its discretion. To the extent consistent with our ethical obligations as lawyers, we reserve the right to withdraw with the State's consent or for good cause.

8. <u>E-VERIFY</u>. Pursuant to the Governor's Executive Order 08-01 and the Department of Administration Division of Purchasing requirement effective May 15, 2008, we hereby certify that we have registered to utilize the E-Verify program (<u>www.dhs.gov/E-Verify</u>) to ensure compliance with federal and state laws. We understand that we are required to continue to utilize the E-Verify program for as long as we continue to do business with the State. We further understand that our failure to continue to do utilize the services of the E-Verify program will adversely affect our ability to do business with the State in the future.

Edwards Angell Palmer & Dodge LLP

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If the foregoing terms of this engagement letter are acceptable to you, please so indicate by returning the enclosed copy of this engagement letter. We look forward to working with you.

EDWARDS ANGELL PALMER & DODGE LLP

By:

Karen S.D. Grande, Partner

MARK A. PFEIFFER, as and only as Receiver of the City of Central Falls, and not in his individual capacity

Reviewed and approved by:

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

By: ` Elma

Rosemary Booth Gallogly Director of Administration and Acting Director of Revenue

Date: January ___, 2011 cc: Marilyn Shannon McConaghy, Esquire

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