

# 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**

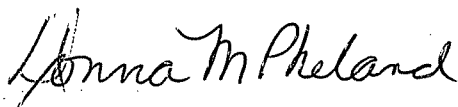
Gentlemen:

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



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  
 TEL (401) 222-2345

2011 APR 19 AM 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

1. Name, address and telephone 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 contributions 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 <i>PR</i>	250.00	Walter G.D. Reed	Managing Partner
Gina M Raimondo	06/14/2010 <i>PR</i>	875.00	Walter G.D. Reed	Managing Partner
Lincoln D Chafee	04/17/2010 <i>PR</i>	1,000.00	Walter G.D. Reed	Managing Partner
Gina M. Raimondo	03/25/2010 <i>PR</i>	125.00	Walter G.D. Reed	Managing Partner
Elizabeth H Roberts	03/20/2010 <i>PR</i>	1,000.00	Walter G.D. Reed	Managing Partner
Joseph M Fernandez	03/08/2010 <i>PR</i>	1,000.00	Walter G.D. Reed	Managing Partner
Elizabeth H Roberts	12/31/2009 <i>PR</i>	1,000.00	Walter G.D. Reed	Managing Partner
Lincoln D. Chafee	09/28/2010 <i>PR</i>	1,000.00	Cynthia S. Reed	Spouse of Managing
Elizabeth H. Roberts	06/30/2010 <i>PR</i>	1,000.00	Cynthia S. Reed	Spouse of Managing
Gina M. Raimondo	03/17/2010 <i>PR</i>	1,000.00	Cynthia S. Reed	Spouse of Managing
Gina M. Raimondo	12/28/2009 <i>PR</i>	1,000.00	Cynthia S. Reed	Spouse of Managing
Elizabeth H. Roberts	02/20/2009 <i>PR</i>	1,000.00	Cynthia S. Reed	Spouse of Managing
Elizabeth H. Roberts	06/30/2008 <i>PR</i>	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]

06/02/2010

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

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

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  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 RI 02903  
 City State Zip

15. If you are the contracting party, have you surveyed all related parties and does this affidavit contain all reportable political contributions made by such related parties? Yes  No

16. If the answer to question 15 is "no", have you notified all such parties of the requirements of the law and of their obligation to file this affidavit if they have made reportable political contributions? Yes  No

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 regardless 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	06/01/2008	898,237.00	52-1300173	
Narragansett Bay Commission	07/01/2009	79,405.00	06-1471715	
<b>Total Gross Amount:</b>		<b>977,642.00</b>		

State of: RI  
County of: Providence

Walter Os 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

15<sup>th</sup> day of April 20 11

Linda L. Franco

Signature of Notary or Other Person Authorized to Administer Oaths

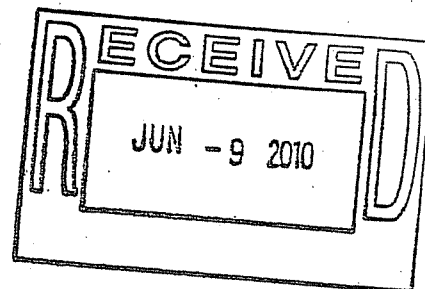
Linda L. FRANCO

Printed Name of Notary or Other Person Authorized to Administer Oaths

Expires - 9-26-2012

# EDWARDS ANGELL PALMER & DODGE LLP

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. SCOPE OF ENGAGEMENT. 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. TERM OF ENGAGEMENT. This engagement shall be for a limited duration of one year from the date hereof.

3. ATTORNEY-CLIENT RELATIONSHIP. 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. CONFLICTS. 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. FEES. We will bill the State a blended flat 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. BILLING STATEMENTS. 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. DISCHARGE AND WITHDRAWAL. 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. E-VERIFY. 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 ([www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify)) 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

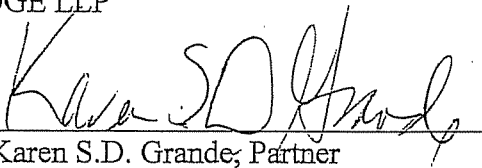
State of Rhode Island

June 2, 2010

Page 3

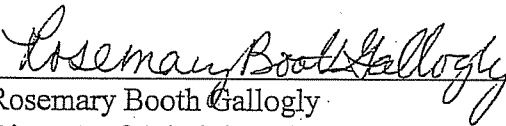
If the foregoing terms of this engagement letter are acceptable to you, please so indicate by returning the enclosed copy of this engagement letter. We look forward to working with you.

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

1. Name, address and telephone 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.

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Elizabeth H. Roberts	06/30/2008 <i>PR</i>	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]

07/01/2010

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

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 Narragansett Bay Commission  
 Name of Contracting Party State Agency  
2800 Financial Plaza  
 Address1

Address2  
Providence RI 02903  
 City State Zip

15. If you are the contracting party, have you surveyed all related parties and does this affidavit contain all reportable political contributions made by such related parties? Yes [x] No [ ]

16. If the answer to question 15 is "no", have you notified all such parties of the requirements of the law and of their obligation to file this affidavit if they have made reportable political contributions? Yes [ ] No [ ]

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Name	Address	Relationship
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State Agency	Date of Contract	Amount of Contract	FEIN #	P.O. #
Rhode Island Health and	06/01/2008	898,237.00	52-1300173	
Narragansett Bay Commission	07/01/2009	79,405.00	06-1471715	
<b>Total Gross Amount:</b>		<b>977,642.00</b>		

State of: RI  
County of: Providence

Walter Orsini  
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

15<sup>th</sup> day of April 20 11

Linda L. Franco  
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 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.

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 *Dennis Marshall*

By: *Karen Grande*

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  
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 2011 APR 19 AM 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

1. Name, address and telephone 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.

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Gina M Raimondo	06/14/2010 <i>PR</i>	875.00	Walter G.D. Reed	Managing Partner
Lincoln D Chafee	04/17/2010 <i>PR</i>	1,000.00	Walter G.D. Reed	Managing Partner
Gina M. Raimondo	03/25/2010 <i>PR</i>	125.00	Walter G.D. Reed	Managing Partner
Elizabeth H Roberts	03/20/2010 <i>PR</i>	1,000.00	Walter G.D. Reed	Managing Partner
Joseph M Fernandez	03/08/2010 <i>PR</i>	1,000.00	Walter G.D. Reed	Managing Partner
Elizabeth H Roberts	12/31/2009 <i>PR</i>	1,000.00	Walter G.D. Reed	Managing Partner
Lincoln D. Chafee	09/28/2010 <i>PR</i>	1,000.00	Cynthia S. Reed	Spouse of Managing
Elizabeth H. Roberts	06/30/2010 <i>PR</i>	1,000.00	Cynthia S. Reed	Spouse of Managing
Gina M. Raimondo	03/17/2010 <i>PR</i>	1,000.00	Cynthia S. Reed	Spouse of Managing
Gina M. Raimondo	12/28/2009 <i>PR</i>	1,000.00	Cynthia S. Reed	Spouse of Managing
Elizabeth H. Roberts	02/20/2009 <i>PR</i>	1,000.00	Cynthia S. Reed	Spouse of Managing
Elizabeth H. Roberts	06/30/2008 <i>PR</i>	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]

01/18/2011

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

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

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  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 RI 02903  
 City State Zip

15. If you are the contracting party, have you surveyed all related parties and does this affidavit contain all reportable political contributions made by such related parties? Yes  No

16. If the answer to question 15 is "no", have you notified all such parties of the requirements of the law and of their obligation to file this affidavit if they have made reportable political contributions? Yes  No

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 regardless 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	06/01/2008	898,237.00	52-1300173	
Narragansett Bay Commission	07/01/2009	.79,405.00	06-1471715	
State of Rhode Island	01/18/2011	173,339.00	05-6000522	
<b>Total Gross Amount:</b>		<b>1,150,981.00</b>		

State of: RI  
County of: Providence

Walter Goodred  
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

15<sup>th</sup> day of April 20 11

Linda L. Franco  
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 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. **SCOPE OF ENGAGEMENT.** 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. **TERM OF ENGAGEMENT.** 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. **ATTORNEY-CLIENT RELATIONSHIP.** 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

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4. CONFLICTS. 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. FEES. 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. BILLING STATEMENTS. 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. DISCHARGE AND WITHDRAWAL. 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. E-VERIFY. 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 ([www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify)) 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

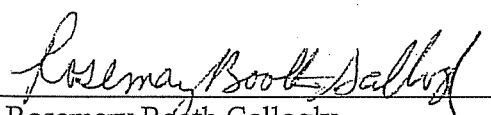
By:   
Karen S.D. Grande, Partner

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

By:   
Rosemary Booth Gallogly  
Director of Administration and Acting  
Director of Revenue

Date: January \_\_, 2011

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

RHODE ISLAND  
BOARD OF ELECTIONS

2011 APR 19 AM 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

1. Name, address and telephone 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]

04/30/2010

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

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

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  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 Rhode Island Health and Educational Building Corporation  
 Name of Contracting Party State Agency  
2800 Financial Plaza  
 Address1

Address2  
Providence RI 02903  
 City State Zip

15. If you are the contracting party, have you surveyed all related parties and does this affidavit contain all reportable political contributions made by such related parties? Yes  No

16. If the answer to question 15 is "no", have you notified all such parties of the requirements of the law and of their obligation to file this affidavit if they have made reportable political contributions? Yes  No

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 regardless 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	06/01/2008	898,237.00	52-1300173	
Narragansett Bay Commission	07/01/2009	79,405.00	06-1471715	
<b>Total Gross Amount:</b>		<b>977,642.00</b>		

State of: RI  
County of: Providence

Walter Good  
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

15<sup>th</sup> day of April 20 11

Linda L. Franco  
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 LLP

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

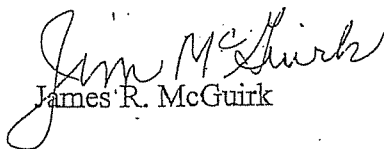
Dear Bob:

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,

  
James R. McGuirk

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:**

<u>Year</u>	<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:**

<u>Year</u>	<u>No of Issues</u>	<u>Total Par Amount</u>
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,

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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.

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**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.

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

- Brown University
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- Child and Family Services of Newport County
- LaSalle Academy
- Lifespan
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- Memorial Hospital of Rhode Island
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- Providence College
- St. Andrew's School
- Steere House
- Tockwotton Home
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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 AM 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.

1. Name, address and telephone 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 contributions 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]

04/30/2010

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

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?

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.

Edwards Angell Palmer & Dodge LLP Rhode Island Health and Educational Building Corporation  
 Name of Contracting Party State Agency  
2800 Financial Plaza  
 Address1

Address2  
Providence RI 02903  
 City State Zip

15. If you are the contracting party, have you surveyed all related parties and does this affidavit contain all reportable political contributions made by such related parties? Yes [x] No [ ]

16. If the answer to question 15 is "no", have you notified all such parties of the requirements of the law and of their obligation to file this affidavit if they have made reportable political contributions? Yes [ ] No [ ]

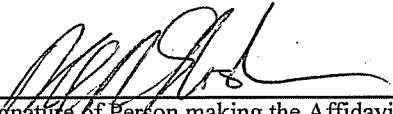
17. If the answer to question 16 is "yes", provide the names and addresses of related parties who might be required to file this affidavit and the nature of such relationship.

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 regardless 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 [ ]

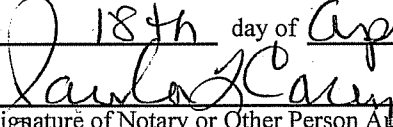
State Agency	Date of Contract	Amount of Contract	FEIN #	P.O. #
Rhode Island Health and	06/01/2008	898,237.00	52-1300173	
Narragansett Bay Commission	07/01/2009	79,405.00	06-1471715	
<b>Total Gross Amount:</b>		<b>977,642.00</b>		

State of: RI  
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

18th day of April 2011

  
\_\_\_\_\_  
Signature of Notary or Other Person Authorized to Administer Oaths

PAULA L CAREY #18030  
\_\_\_\_\_  
Printed Name of Notary or Other Person Authorized to Administer Oaths

PAULA L. 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

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

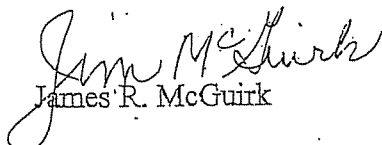
Dear Bob:

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,

  
James R. McGuirk

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:**

<u>Year</u>	<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:**

<u>Year</u>	<u>No of Issues</u>	<u>Total Par Amount</u>
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.

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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

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

1. Name, address and telephone 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 <i>PR</i>	200.00	Renee A.R. Evangelista	Co-Partner in
Lincoln D Chafee	10/02/2010 <i>PR</i>	500.00	Renee A.R. Evangelista	Co-Partner in
Gina M Raimondo	03/25/2010 <i>PR</i>	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 <i>PR</i>	125.00	Renee A.R. Evangelista	Co-Partner in
Lincoln D Chafee	05/27/2009 <i>PR</i>	500.00	Renee A.R. Evangelista	Co-Partner in
Elizabeth H Roberts	03/09/2009 <i>PR</i>	500.00	Renee A.R. Evangelista	Co-Partner in
Frank T Caprio	06/18/2010 <i>PR</i>	500.00	Edward M Evangelista	Spouse of Co-Partner in
Elizabeth H Roberts	03/31/2010 <i>PR</i>	1,000.00	Edward M Evangelista	Spouse of Co-Partner in
Elizabeth H Roberts	11/12/2009 <i>PR</i>	1,000.00	Edward M Evangelista	Spouse of Co-Partner in
Elizabeth H Roberts	11/14/2008 <i>PR</i>	500.00	Edward M Evangelista	Spouse of Co-Partner in
Lincoln D Chafee	05/10/2010 <i>PR</i>	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]

06/02/2010

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

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

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  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.

Edwards Angell Palmer & Dodge LLP State of Rhode Island  
 Name of Contracting Party State Agency  
2800 Financial Plaza  
 Address1

Address2  
Providence RI 02903  
 City State Zip

15. If you are the contracting party, have you surveyed all related parties and does this affidavit contain all reportable political contributions made by such related parties? Yes  No

16. If the answer to question 15 is "no", have you notified all such parties of the requirements of the law and of their obligation to file this affidavit if they have made reportable political contributions? Yes  No

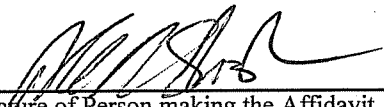
17. If the answer to question 16 is "yes", provide the names and addresses of related parties who might be required to file this affidavit and the nature of such relationship.

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 regardless 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

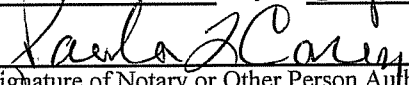
State Agency	Date of Contract	Amount of Contract	FEIN #	P.O. #
Rhode Island Health and	06/01/2008	898,237.00	52-1300173	
Narragansett Bay Commission	07/01/2009	79,405.00	06-1471715	
<b>Total Gross Amount:</b>		<b>977,642.00</b>		

State of: RI  
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

18<sup>th</sup> day of April 2011

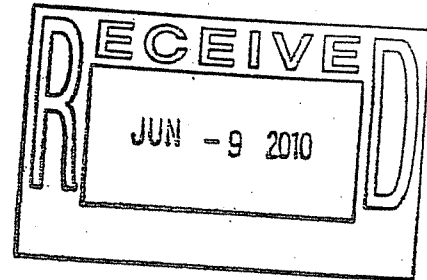
  
\_\_\_\_\_  
Signature of Notary or Other Person Authorized to Administer Oaths

Paula L Carey #18030  
\_\_\_\_\_  
Printed Name of Notary or Other Person Authorized to Administer Oaths

PAJ Paula L. 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



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. **SCOPE OF ENGAGEMENT.** 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. **TERM OF ENGAGEMENT.** This engagement shall be for a limited duration of one year from the date hereof.

3. **ATTORNEY-CLIENT RELATIONSHIP.** 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. CONFLICTS. 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. FEES. We will bill the State a blended flat 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. BILLING STATEMENTS. 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. DISCHARGE AND WITHDRAWAL. 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. E-VERIFY. 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 ([www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify)) 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.

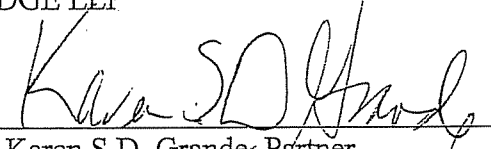


EDWARDS ANGELL PALMER & DODGE LLP

State of Rhode Island  
June 2, 2010  
Page 3

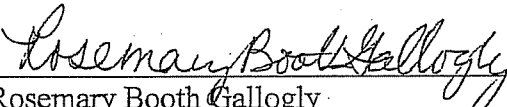
If the foregoing terms of this engagement letter are acceptable to you, please so indicate by returning the enclosed copy of this engagement letter. We look forward to working with you.

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

1. Name, address and telephone 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 contributions 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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Elizabeth H Roberts	03/31/2010 <i>PR</i>	1,000.00	Edward M Evangelista	Spouse of Co-Partner in
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Lincoln D Chafee	05/10/2010 <i>PR</i>	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]

07/01/2010

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

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

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  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.

Edwards Angell Palmer & Dodge LLP Narragansett Bay Commission  
 Name of Contracting Party State Agency  
2800 Financial Plaza  
 Address1

Address2  
Providence RI 02903  
 City State Zip

15. If you are the contracting party, have you surveyed all related parties and does this affidavit contain all reportable political contributions made by such related parties? Yes  No

16. If the answer to question 15 is "no", have you notified all such parties of the requirements of the law and of their obligation to file this affidavit if they have made reportable political contributions? Yes  No

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 regardless 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

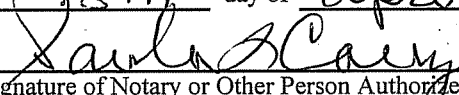
State Agency	Date of Contract	Amount of Contract	FEIN #	P.O. #
Rhode Island Health and	06/01/2008	898,237.00	52-1300173	
Narragansett Bay Commission	07/01/2009	79,405.00	06-1471715	
<b>Total Gross Amount:</b>		<b>977,642.00</b>		

State of: RI  
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

18th day of April 2011

  
\_\_\_\_\_  
Signature of Notary or Other Person Authorized to Administer Oaths

PAULA L CAREY #18030  
\_\_\_\_\_  
Printed Name of Notary or Other Person Authorized to Administer Oaths

PAJ. Paula L. 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

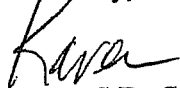
Laurie Horridge Bissonette, Esquire  
General Counsel  
Narragansett Bay Commission  
One Service Road  
Providence, Rhode Island 02905

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

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:**

Witness \_\_\_\_\_

By: \_\_\_\_\_

Vincent J. Mesolella,  
*Chairman*

Witness \_\_\_\_\_

By: \_\_\_\_\_

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

**FOR EDWARDS ANGELL:**

Witness *Demetri Marshall*

By: *Karen Grande*

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

1. Name, address and telephone 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 contributions 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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Elizabeth H Roberts	03/09/2009 <i>PR</i>	500.00	Renee A.R. Evangelista	Co-Partner in
Frank T Caprio	06/18/2010 <i>PR</i>	500.00	Edward M Evangelista	Spouse of Co-Partner in
Elizabeth H Roberts	03/31/2010 <i>PR</i>	1,000.00	Edward M Evangelista	Spouse of Co-Partner in
Elizabeth H Roberts	11/12/2009 <i>PR</i>	1,000.00	Edward M Evangelista	Spouse of Co-Partner in
Elizabeth H Roberts	11/14/2008 <i>PR</i>	500.00	Edward M Evangelista	Spouse of Co-Partner in
Lincoln D Chafee	05/10/2010 <i>PR</i>	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]

01/18/2011

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

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

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  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.

Edwards Angell Palmer & Dodge LLP State of Rhode Island  
 Name of Contracting Party State Agency  
2800 Financial Plaza  
 Address1

Address2

Providence RI 02903  
 City State Zip

15. If you are the contracting party, have you surveyed all related parties and does this affidavit contain all reportable political contributions made by such related parties? Yes  No

16. If the answer to question 15 is "no", have you notified all such parties of the requirements of the law and of their obligation to file this affidavit if they have made reportable political contributions? Yes  No

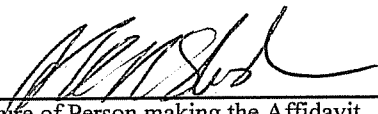
17. If the answer to question 16 is "yes", provide the names and addresses of related parties who might be required to file this affidavit and the nature of such relationship.

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 regardless 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

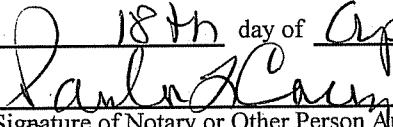
State Agency	Date of Contract	Amount of Contract	FEIN #	P.O. #
Rhode Island Health and	06/01/2008	898,237.00	52-1300173	
Narragansett Bay Commission	07/01/2009	79,405.00	06-1471715	
State of Rhode Island	01/18/2011	173,339.00	05-6000522	
<b>Total Gross Amount:</b>		<b>1,150,981.00</b>		

State of: RI  
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

18th day of April 2011

  
\_\_\_\_\_  
Signature of Notary or Other Person Authorized to Administer Oaths

Paula L Carey  
\_\_\_\_\_  
Printed Name of Notary or Other Person Authorized to Administer Oaths

PAJ. L. CAREY, Notary Public  
State of Rhode Island and Providence Plantations  
My Commission Expires 2/25/2013

# 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. SCOPE OF ENGAGEMENT. 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. TERM OF ENGAGEMENT. 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. ATTORNEY-CLIENT RELATIONSHIP. 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. CONFLICTS. 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. FEES. 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. BILLING STATEMENTS. 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. DISCHARGE AND WITHDRAWAL. 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. E-VERIFY. 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 ([www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify)) 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

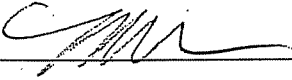
The Honorable Mark A. Pfeiffer  
January 18, 2011  
Page 3

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

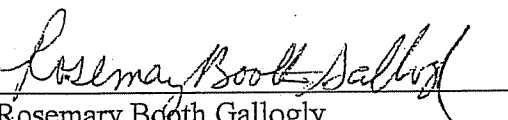
By:   
Karen S.D. Grande, Partner

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

By:   
Rosemary Booth Gallogly  
Director of Administration and Acting  
Director of Revenue

Date: January \_\_, 2011  
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

RHODE ISLAND  
BOARD OF ELECTIONS  
2011 APR 19 AM 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

1. Name, address and telephone 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 [] 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 contributions 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 04/30/2010  
[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



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

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  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.

Edwards Angell Palmer & Dodge LLP Rhode Island Health and Educational Building Corporation

Name of Contracting Party State Agency

2800 Financial Plaza

Address1

Address2

Providence RI 02903

City State Zip

15. If you are the contracting party, have you surveyed all related parties and does this affidavit contain all reportable political contributions made by such related parties? Yes  No

16. If the answer to question 15 is "no", have you notified all such parties of the requirements of the law and of their obligation to file this affidavit if they have made reportable political contributions? Yes  No

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 regardless 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	06/01/2008	898,237.00	52-1300173	
Narragansett Bay Commission	07/01/2009	79,405.00	06-1471715	
<b>Total Gross Amount:</b>		<b>977,642.00</b>		

State of: RI  
County of: Providence

*Charles A. Johns*  
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

18<sup>th</sup> day of April 20 11  
*Donna M. Pheland*  
Signature of Notary or Other Person Authorized to Administer Oaths

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

DONNA M. PHELAND, Notary Public  
State of Rhode 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

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

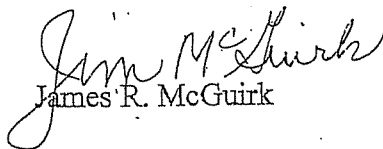
Dear Bob:

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,

  
James R. McGuirk

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:**

<u>Year</u>	<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:**

<u>Year</u>	<u>No of Issues</u>	<u>Total Par Amount</u>
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.

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

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

1. Name, address and telephone 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 contributions 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>PR</i>	500.00	Christopher D Graham	Co-Partner In
Gina M Raimondo	03/25/2010 <i>PR</i>	250.00	Christopher D Graham	Co-Partner in
Frank T Caprio	06/27/2008 <i>PR</i>	500.00	Christopher D Graham	Co-Partner in

4. What is the date of execution of the written contract requiring filing of this affidavit 06/02/2010  
[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

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

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  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.

Edwards Angell Palmer & Dodge LLP State of Rhode Island

Name of Contracting Party State Agency

2800 Financial Plaza

Address1

Address2

Providence RI 02903

City State Zip

15. If you are the contracting party, have you surveyed all related parties and does this affidavit contain all reportable political contributions made by such related parties? Yes  No

16. If the answer to question 15 is "no", have you notified all such parties of the requirements of the law and of their obligation to file this affidavit if they have made reportable political contributions? Yes  No

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 regardless 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	06/01/2008	898,237.00	52-1300173	
Narragansett Bay Commission	07/01/2009	79,405.00	06-1471715	
<b>Total Gross Amount:</b>		<b>977,642.00</b>		

State of: RI  
County of: Providence

*Clayton D. [Signature]*  
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

18<sup>th</sup> day of April 20 11  
*Donna M. Pheland*  
Signature of Notary or Other Person Authorized to Administer Oaths

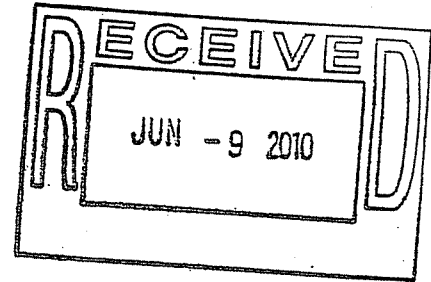
Donna M. Pheland  
Printed Name of Notary or Other Person Authorized to Administer Oaths

DONNA M. PHELAND, Notary Public  
State of Rhode 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

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. SCOPE OF ENGAGEMENT. 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. TERM OF ENGAGEMENT. This engagement shall be for a limited duration of one year from the date hereof.

3. ATTORNEY-CLIENT RELATIONSHIP. 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. CONFLICTS. 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. FEES. We will bill the State a blended flat 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. BILLING STATEMENTS. 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. DISCHARGE AND WITHDRAWAL. 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.

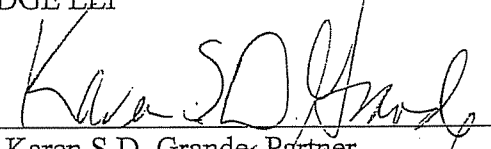
8. E-VERIFY. Pursuant to the Governor's Executive Order 08-01 and the Department of Administration Division of Purchasing requirement effective May 15, 2008, we hereby certify that we have registered to utilize the E-Verify program ([www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify)) to ensure compliance 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

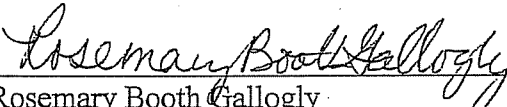
If the foregoing terms of this engagement letter are acceptable to you, please so indicate by returning the enclosed copy of this engagement letter. We look forward to working with you.

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

1. Name, address and telephone 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>PR</i>	500.00	Christopher D Graham	Co-Partner In
Gina M Raimondo	03/25/2010 <i>PR</i>	250.00	Christopher D Graham	Co-Partner in
Frank T Caprio	06/27/2008 <i>PR</i>	500.00	Christopher D Graham	Co-Partner in

4. What is the date of execution of the written contract requiring filing of this affidavit

07/01/2010

[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

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?

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.

Edwards Angell Palmer & Dodge LLP Narragansett Bay Commission  
Name of Contracting Party State Agency

2800 Financial Plaza  
Address1

Address2  
Providence RI 02903  
City State Zip

15. If you are the contracting party, have you surveyed all related parties and does this affidavit contain all reportable political contributions made by such related parties? Yes [x] No [ ]

16. If the answer to question 15 is "no", have you notified all such parties of the requirements of the law and of their obligation to file this affidavit if they have made reportable political contributions? Yes [ ] No [ ]

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 regardless 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	06/01/2008	898,237.00	52-1300173	
Narragansett Bay Commission	07/01/2009	79,405.00	06-1471715	
<b>Total Gross Amount:</b>		<b>977,642.00</b>		

State of: RI  
County of: Providence

*Clayton D. Ryan*  
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

18<sup>th</sup> day of April 20 11  
*Donna M. Pheland*  
Signature of Notary or Other Person Authorized to Administer Oaths

Donna M. Pheland  
Printed Name of Notary or Other Person Authorized to Administer Oaths  
DONNA M. PHELAND, Notary Public  
State of Rhode Island and Providence Plantations  
My Commission Expires 1-17-2013

# 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

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:**

Witness \_\_\_\_\_

By: \_\_\_\_\_

Vincent J. Mesolella,  
*Chairman*

Witness \_\_\_\_\_

By: \_\_\_\_\_

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

**FOR EDWARDS ANGELL:**

Witness *Dennis Marshall*

By: *Karen Grande*

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

1. Name, address and telephone 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.

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Gina M Raimondo	03/25/2010 <i>PR</i>	250.00	Christopher D Graham	Co-Partner in
Frank T Caprio	06/27/2008 <i>PR</i>	500.00	Christopher D Graham	Co-Partner in

4. What is the date of execution of the written contract requiring filing of this affidavit

01/18/2011

[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

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

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  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.

Edwards Angell Palmer & Dodge LLP State of Rhode Island  
Name of Contracting Party State Agency

2800 Financial Plaza  
Address1

Address2

Providence RI 02903  
City State Zip

15. If you are the contracting party, have you surveyed all related parties and does this affidavit contain all reportable political contributions made by such related parties? Yes  No

16. If the answer to question 15 is "no", have you notified all such parties of the requirements of the law and of their obligation to file this affidavit if they have made reportable political contributions? Yes  No

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
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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 regardless 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	06/01/2008	898,237.00	52-1300173	
Narragansett Bay Commission	07/01/2009	79,405.00	06-1471715	
State of Rhode Island	01/18/2011	173,339.00	05-6000522	
<b>Total Gross Amount:</b>		<b>1,150,981.00</b>		

State of: RI  
County of: Providence

*Clayton D. [Signature]*  
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

18<sup>th</sup> day of April 20 11

*Donna M. Pheland*  
Signature of Notary or Other Person Authorized to Administer Oaths

Donna M - Pheland  
Printed Name of Notary or Other Person Authorized to Administer Oaths

DONNA M. PHELAND, Notary Public  
State of Rhode Island and Providence Plantations  
My Commission Expires 7-17-2015

# 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. **SCOPE OF ENGAGEMENT.** 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. **TERM OF ENGAGEMENT.** 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. **ATTORNEY-CLIENT RELATIONSHIP.** 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  
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4. CONFLICTS. 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. FEES. 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. BILLING STATEMENTS. 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. DISCHARGE AND WITHDRAWAL. 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. E-VERIFY. 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 ([www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify)) 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

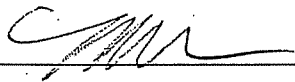
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If the foregoing terms of this engagement letter are acceptable to you, please so indicate by returning the enclosed copy of this engagement letter. We look forward to working with you.

EDWARDS ANGELL PALMER &  
DODGE LLP

By: Karen S.D. Grande  
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: Rosemary Booth Gallogly  
Rosemary Booth Gallogly  
Director of Administration and Acting  
Director of Revenue

Date: January \_\_, 2011

cc: Marilyn Shannon McConaghy, Esquire