

HAND DELIVERED

STATE OF RHODE ISLAND  
BEFORE THE RHODE ISLAND ETHICS COMMISSION

IN RE: Gayle Corrigan  
Respondent

Complaint No. 2018-5  
(For Office Use Only)

RECEIVED  
RHODE ISLAND  
ETHICS COMMISSION  
18 APR -9 AM 11:50

COMPLAINT

The undersigned Complainant(s) files this Complaint in the public interest and requests that the Rhode Island Ethics Commission conduct an investigation into certain conduct and activities of the above-named Respondent, for the purpose of determining whether said Respondent has violated the Rhode Island Code of Ethics.

To the best of my(our) information and belief, said Respondent has violated the Rhode Island Code of Ethics as follows:

- Respondent is: (Please check one and fill in Respondent's title)  
 a state or municipal elected official:  
 a state or municipal appointed official: Town Manager of E. Greenwich  
 an employee of state or local government or of a board, commission or agency: \_\_\_\_\_

- The Respondent's home or business address is (include telephone number if known):

Name Gayle Corrigan Tel. No. 401-886-8665 (office)  
 Street 50 Paterson Ave City and State: Warwick RI 02886

(Set forth below in separately numbered paragraphs each specific act complained of including the time and place of its occurrence.)

- See attached
- 
- 
- 
- 
-

DATE: 4-9-18

[Signature]  
Signature of Complainant

Renu Englehart  
Print Name

2005 Division Rd.  
Address

E. Greenwich RI 02818

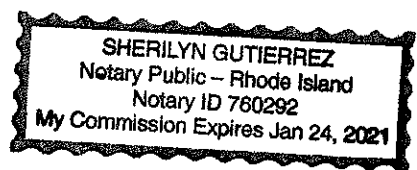
(401) 886-9221  
Telephone Number

State of Rhode Island  
County of Providence

Subscribed and sworn to by the above-signed at Providence before me this  
9<sup>th</sup> day of April 2018.

[Signature]  
NOTARY PUBLIC

My Commission Expires: 01/24/2021  
(SEAL)



**RHODE ISLAND ETHICS COMMISSION**  
**Supplement to Complaint against Gayle A. Corrigan, dated April 9, 2018**

1. Gayle A. Corrigan has served as the Town Manager of East Greenwich since June 19, 2017 through the present.
2. Corrigan has served as the District Manager of the Central Coventry Fire District since **March 19, 2016** through the present.
3. Corrigan filed a “2016 Yearly Financial Statement” with the Rhode Island Ethics Commission on February 16, 2018, attached as Exhibit A.
4. Upon information and belief, the statement filed in February 2018 is the only financial statement Corrigan has ever filed with the Ethics Commission.
5. The timing of that filing, and Corrigan’s failure to file additional financial statements violate R.I.G.L. § 36-14-16.
6. Moreover, Corrigan failed to fully disclose her relationships with municipalities and their agencies in violation of R.I.G.L. § 36-14-17.

**Corrigan’s relationship to the town of East Greenwich**

7. At the end of March 27, 2017, Corrigan began to perform consulting services for the town of East Greenwich through her company Providence Analytics, Inc. East Greenwich’s contract with Providence Analytics is attached as Exhibit B.
8. Providence Analytics is a fictitious name of Management Resource Partners, Inc. See Exhibit C.
9. According to Item 11 of her Financial Statement, Corrigan is the sole owner of Management Resource Partners, Inc.
10. Effective June 19, 2017, Corrigan was appointed Town Manager of East Greenwich. Corrigan performed Town Manager services as a consultant through Providence Analytics through June 30, 2017. Providence Analytics invoices are attached as Exhibit D.
11. On July 1, 2017, Corrigan continued her role as Town Manager as an employee of East Greenwich. In response to a court order nullifying Corrigan’s appointment to Town Manager, the East Greenwich Town Council reaffirmed her appointment on November 20, 2017.

12. Corrigan failed to disclose the work Providence Analytics performed for the town of East Greenwich on her Financial Statement.

**Corrigan's relationship to the Central Coventry Fire District**

13. Central Coventry Fire District (CCFD) is a municipal fire district located within the town of Coventry, Rhode Island.
14. CCFD contracted with Corrigan's company MRP on or about March 19, 2016. Pursuant to that contract, CCFD appointed Corrigan as its District Manager. Since then, Corrigan has served as CCFD's District Manager continuously through the present. CCFD Board of Directors minutes are attached as Exhibit E. CCFD's contract with MRP, together with amendments, is attached as Exhibit F.
15. In 2016 alone, CCFD paid MRP fees in excess of \$79,000. Invoices are attached as Exhibit G.
16. Corrigan failed to disclose the work MRP performed for CCFD on her Financial Statement.

**Corrigan's relationship to Lozen Associates, LLC.**

17. Upon information and belief, Corrigan also owns more than ten percent of Lozen Associates, LLC, formerly known as PEOPLe, LLC.
18. Lozen Associates, LLC was formed effective March 7, 2017. See Exhibit H.
19. Upon information and belief, Corrigan has not divested from Lozen Associates.
20. Upon information and belief, Lozen Associates is active, and has generated revenue sufficient to render it disclosable in Corrigan's Financial Statement. Excerpt from Lozen website visited on April 9, 2018 attached as Exhibit I.
21. Corrigan failed to include any mention of Lozen Associates on her Financial Statement.

### **Corrigan's Relationship to Common Cause.**

22. Corrigan served on the state governing board of Common Cause, RI - an organization that promotes in part ethical and open government - from 2015- 2016 Exhibit J.
23. Corrigan appeared in front of the RI Ethics Commission in her capacity as governing member of Common Cause on August 18, 2015 Exhibit K.
24. As a former member of Common Cause, Corrigan should be well aware of the importance of disclosure for appointed municipal employees and has no excuse for not supplying this info in a timely fashion or without full disclosure.

### **INDEX OF EXHIBITS**

- A. 2016 Yearly Financial Statement, filed by Gayle A. Corrigan on February 16, 2018.
- B. East Greenwich's contract with Providence Analytics
- C. Providence Analytics is a fictitious name of Management Resource Partners, Inc.
- D. Providence Analytics invoices
- E. CCFD Board of Director minutes
- F. CCFD's contract with MRP, Inc with Amendments
- G. MRP, Inc bills to CCFD
- H. Lozen Associates, LLC was formed
- I. Lozen website visited on April 9, 2018
- J. Common Cause report 2015-2016 list of state governing board members p. 2
- K. Minutes of RI Ethics Commission August 18, 2015



Exhibit A

ID# 115386

16 FS-1

# RHODE ISLAND ETHICS COMMISSION

40 Fountain Street  
Providence, RI 02903  
(401) 222-3790

RECEIVED  
RHODE ISLAND  
ETHICS COMMISSION  
18 FEB 16 AM 9:44

## 2016 YEARLY FINANCIAL STATEMENT

To complete and file online visit: [www.ethics.ri.gov](http://www.ethics.ri.gov)

ALL QUESTIONS REFER TO THE 2016 CALENDAR YEAR UNLESS OTHERWISE SPECIFIED.

PLEASE ANSWER ALL QUESTIONS AND WHERE YOUR ANSWER IS "NONE" OR "NOT APPLICABLE" SO STATE. WE WILL NOT ACCEPT A STATEMENT IF ANY QUESTIONS ARE LEFT BLANK.

ANSWERS SHOULD BE PRINTED OR TYPED. Additional sheets may be used if more space is needed. For clarification of any question, refer to the Instruction Sheet or contact the Ethics Commission.

**Note:** If you are a state, municipal or regional official or employee, or a candidate for elected office, who is required to file a Yearly Financial Statement, failure to file accurately and on time may subject you to a substantial monetary fine. If you dispute your status as a required filer, you must contact the Ethics Commission prior to the filing deadline.

1. CORRIGAN GAYLE A  
LAST NAME FIRST NAME MIDDLE INITIAL SUFFIX

2. 50 PATERSON AVENUE WARWICK RI 02886  
MAILING ADDRESS: (STREET OR PO BOX) (CITY/TOWN) (STATE) (ZIP CODE)

3. List any Public Position(s) you held for any length of time in calendar years 2016 or 2017.

TOWN MANAGER TOWN OF EAST GREENWICH 6/19/17 N/A  
PUBLIC POSITION MUNICIPALITY, STATE OR REGIONAL ENTITY DATE ELECTED, APPOINTED OR HIRED TERMINATION OR RESIGNATION DATE (IF APPLICABLE)  
*reconfirmed 11/20/17*

PUBLIC POSITION MUNICIPALITY, STATE OR REGIONAL ENTITY DATE ELECTED, APPOINTED OR HIRED TERMINATION OR RESIGNATION DATE (IF APPLICABLE)

4. List any elected office (state, municipal or regional) for which you were/are a candidate in either calendar year 2016 or 2017.

NONE

ELECTED OFFICE MUNICIPALITY, STATE OR REGIONAL ENTITY DATE CANDIDACY DECLARED

5. List full name of spouse if you were married or were a party to a civil union for any part of 2016.

IGOR VLADIMIROVICH VLASOV

10. If during the 2016 calendar year any person or entity provided you with out-of-state travel valued at over \$250, AND you would not have been provided with such travel but for the fact that you held a public office or position, you must list the source, value and description of the travel and related expenses below. Attach additional sheets if necessary.

Out-of-state travel includes all related expenses such as transportation, lodging, meals and entertainment. All of these expenses are considered together when determining whether the \$250 limit has been reached.

**Exceptions:** You do not have to disclose out-of-state travel that is provided to you either by your regular private employer or by the state or municipal agency of which you are a member or by which you are employed.

NAME AND ADDRESS OF TRAVEL PROVIDER	TRAVEL PURPOSE AND DESTINATION	DESCRIPTION AND COST OR FAIR MARKET VALUE OF EXPENSE (TRANSPORTATION, LODGING, MEALS & ENTERTAINMENT)
-------------------------------------	--------------------------------	---

N/A

11. If at any point during calendar year 2016, you, your spouse, or dependent child individually or collectively held a 10% or greater ownership interest, or a \$5,000 or greater ownership or investment interest in any business (including holding publicly traded stock in a company), you must list the following (attaching additional sheets if necessary):

NAME OF FAMILY MEMBER	NATURE OF INTEREST	NAME & ADDRESS OF BUSINESS (NO ADDRESS NEEDED FOR PUBLICLY TRADED STOCK HOLDINGS)
GAYLE CORRIGAN	OWNER 100%	M R P, INC 10 DORRANCE STREET STE 700 PROVIDENCE RI 02903

12. If, during calendar year 2016, any business you listed in Question #11 had one or more business transactions with a state or municipal agency that, collectively, exceeded \$250, list the following:

NAME OF BUSINESS	WAS INTEREST IN BUSINESS HELD ALL YEAR? IF NOT, LIST DATE INTEREST ACQUIRED OR DIVESTED	NAME OF STATE OR MUNICIPAL AGENCY TRANACTING BUSINESS	DATE AND NATURE OF TRANSACTION
------------------	---	---	--------------------------------

N/A

13. If, during calendar year 2016, any business listed in Question #11 was subject to direct regulation by a state or municipal agency (see instructions for examples of direct regulation), list the following:

NAME OF BUSINESS	WAS INTEREST IN BUSINESS HELD ALL YEAR? IF NOT, LIST DATE INTEREST ACQUIRED OR DIVESTED	NAME OF STATE OR MUNICIPAL AGENCY REGULATING BUSINESS	MANNER IN WHICH BUSINESS IS REGULATED
------------------	---	---	---------------------------------------

N/A

14. This question relates to business interests, acquired or divested AFTER calendar year 2016, that are regulated by a public agency. Answer below regarding any businesses in which you, your spouse, or dependent child individually or collectively ACQUIRED or DIVESTED a 10% or greater ownership interest or a \$5,000 or greater ownership or investment interest (including holdings of publicly traded stock) AFTER JANUARY 1, 2017 but prior to filing this statement, IF said business was subject to direct regulation by a state or municipal agency. (See instructions for examples of direct regulation.)

NAME OF BUSINESS	NATURE OF INTEREST AND DATE ACQUIRED OR DIVESTED	NAME OF STATE OR MUNICIPAL AGENCY REGULATING BUSINESS	MANNER IN WHICH BUSINESS IS REGULATED
------------------	--	---	---------------------------------------

N/A

15. This question relates to business interests, acquired or divested AFTER calendar year 2016, that did business with a public agency. Answer below regarding any business in which you, your spouse, or dependent child individually or collectively ACQUIRED or DIVESTED a 10% or greater ownership interest or a \$5,000 or greater ownership or investment interest (including holdings of publicly traded stock) AFTER JANUARY 1, 2017 but prior to filing this statement, IF said business had one or more business transactions with a state or municipal agency that, collectively, exceeded \$250.

NAME OF BUSINESS	NATURE OF INTEREST AND DATE ACQUIRED OR DIVESTED	NAME OF STATE OR MUNICIPAL AGENCY TRANACTING BUSINESS	DATE AND NATURE OF TRANSACTION
------------------	--	---	--------------------------------

N/A

16. If you, your spouse or dependent child were indebted in an amount in excess of \$1,000 to ANY person, business entity, financial institution or other organization, list the name and address of the lender or creditor. You should NOT list: (a) indebtedness to any person related to you, your spouse or dependent child, at any time, within the third degree of consanguinity or affinity (see instructions); or (b) indebtedness that is secured solely by a mortgage of record on real property that is used exclusively as your principal residence, if held by a financial institution regulated by any state or by the United States; or (c) indebtedness to a credit card company.

NAME OF DEBTOR	NAME AND ADDRESS OF LENDER OR CREDITOR
----------------	--

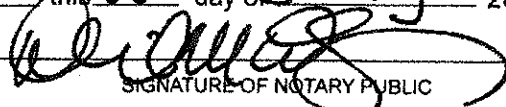
N/A

I certify under penalty of perjury that this Financial Statement is a complete and accurate response to the questions presented as to the financial information and interests of myself, my spouse, and my dependent children. I understand that a failure to provide complete and accurate responses to each question is a violation of the law that may result in the imposition of substantial penalties, including fines. I understand that I am subject to the statutory and regulatory provisions of the Rhode Island Code of Ethics (available at [www.ethics.ri.gov](http://www.ethics.ri.gov) or by contacting the Ethics Commission) and that I may seek assistance and guidance from the Ethics Commission as to any issues or questions I have relative to my conduct under the Code of Ethics or as to the information that must be disclosed on this Financial Statement.

  
SIGNATURE

State of Rhode Island County of Providence

Subscribed and sworn to before me at Providence this 26 day of January 2018.

My Commission expires 06/12/2021  
ID # 55340  
  
SIGNATURE OF NOTARY PUBLIC

THIS STATEMENT WILL BE RETURNED IF IT IS NOT SIGNED AND NOTARIZED OR IF ANY QUESTION IS NOT ANSWERED. (USE "N/A" OR "NONE" WHERE APPROPRIATE.)



# Exhibit B

**Providence Analytics Inc.**  
Gayle Corrigan 401.481.8962  
Linda Dykeman 401.864.3903

March 27, 2017

Suzanne McGee Cienki, President  
East Greenwich Town Council  
Town Hall  
125 Main Street  
East Greenwich, RI 02818

**Re: *Accounting and Financial Analysis***

Dear Ms. McGee Cienki:

Providence Analytics Inc. is pleased to submit this proposal for accounting and finance technical support, including organizational and operational review of the accounting, finance, and administrative functions currently in place at the East Greenwich School District ("the District") for the East Greenwich Town Council ("the Council"). This work will assist the Council in obtaining a better understanding of the District's financial position and will improve the efficiency and effectiveness of the District's management and operations.

We are committed to successful implementation of best practices, decreasing cost and increasing the value of administration, so that the Council can continue to focus on providing the best services to the taxpayers of East Greenwich.

## **Scope of Engagement.**

We will be engaged to deliver to the Council an analysis of the District that includes:

- Conducting and presenting a financial analysis for various strategic options
- Evaluating the current performance and limitations of accounting, finance, and administrative functions of the District
- Make recommendations for improvements, and implement agreed-upon changes.
- Any other assignments requested by the Council

## **Client Responsibilities.**

Exhibit C

# ProvidenceAnalytics

**RESPONSE BY PROVIDENCE ANALYTICS, INC.**  
**TO TOWN OF EAST GREENWICH FINANCIAL ANALYSIS**  
**REQUEST FOR QUALIFICATION**

## **1. Profile of Providence Analytics, Inc.**

Providence Analytics, Inc. is the consulting arm of Management Resource Partners, Inc. a consulting and staffing firm started by Gayle Corrigan in 2010. Since its founding, the Company has worked with municipalities, fire districts, private businesses and non-profits in Rhode Island and Massachusetts as turn-around specialists and providers of temporary staffing solutions. As you will see from this response, we have particular experience and expertise in servicing municipal clients, including school districts.

While over 50 individuals work for Management Resource Partners, Inc., two consultants, Gayle Corrigan and Linda Dykeman, will be providing financial analysis and presentation for the Request for Qualification through Providence Analytics, Inc.

Gayle Corrigan is the contact person and can be reached at 401-481-8962 (mobile) and at [gayle@mangementresourcepartners.com](mailto:gayle@mangementresourcepartners.com).

The Company has offices and a mailing address at 10 Dorrance Street, Suite 727, Providence, RI 02903.

No work will be subcontracted out. Work can commence immediately upon award.

## **2. Qualifications**

As the consulting division, Providence Analytics, Inc. provides in-depth consulting services at a reasonable cost. A one-of-a-kind consulting firm offering clients a full suite of individualized services that deliver results. Our sole purpose is to serve organizations so they can succeed and grow. We accomplish this through our unique focus on providing in-depth analysis to maximize resources and operational efficiencies. We specialize in challenging assignments with governmental organizations, non-profits and businesses facing financial or operational difficulties and assist them in optimizing their performance.

We traditionally start assignments by conducting a comprehensive review of the current state of the organization based on source business documents, such as payroll reports, bank statements, invoices, etc. Our deliverables range from reports, facilitated discussions and presentations to complete implementations of structural changes.

**Linda Dykeman, CPA**

Linda is an accomplished CPA with extensive experience in the private and public sectors including municipalities, school districts and non-profits. Her financial acumen has been widely recognized by successfully leading organizations through receivership and bankruptcy to fiscal stability and sustainability. She specializes in analyzing and aligning operating plans with long term strategic planning, clean audits, best accounting practices, balanced budgets, and effective relationships with vendors and policy makers.

Linda has worked in both the Central Falls School District (State controlled) and the East Providence School District (Budget Commission). Her experience in troubled Districts includes a full review of all spending to propose cost savings, union negotiations, budgeting, clean audits, and establishing proper grant reporting and reconciliations. She also has several years of municipal experience and has worked for both the City and the School District simultaneously both in Central Falls and East Providence.

Linda has the following current licenses: RI School Business Manager Certificate number 66049 and Massachusetts CPA license number 22788.

3. Pricing and Timeline

<b>Task</b>	<b>Estimated Hours</b>	<b>Per Hour</b>	<b>Total</b>
Confirm the current financial position of the District (deficit) and make recommendations for immediate and long term improvements	40	\$150	\$6,000
Evaluate the current accounting and financial functions of the District	20	\$150	\$3,000
Perform a comprehensive cost review to ensure funds are being spent in the most efficient and effective manner (expenditures and revenues)	30	\$150	\$4,500
Identify and review key financial metrics	10	\$150	\$1,500

Actual time will be billed monthly. Work will commence upon award and be completed in the timeframe required by the Town of East Greenwich.

Exhibit D

07/25/2017 10:07  
twaish

TOWN OF EAST GREENWICH  
INVOICE BROMSE

P 1  
apvdmnt

Clerk	Document	Invoice	Inv Date/	PO	Warrant	S	Check #	Amount	Use Tax
Iperry	122521	1443	06/30/2017		S0711117	P	137328	6,450.00	0.00
Iperry	122520	1435	06/25/2017		S0711117	P	137328	4,725.00	0.00
Iperry	122518	1445	06/09/2017		S0711117	P	137328	14,175.00	0.00
Iperry	122519	1444	05/15/2017		S0711117	P	137328	15,000.00	0.00

Vendor: 12585 PROVIDENCE ANALYTICS has 4 Invoices for: 40,350.00

\*\* END OF REPORT - Generated by Tammy Walsh \*\*

ProvidenceAnalytics

Providence Analytics, Inc.  
33 College Hill Road  
Suite 30B  
Warwick, RI 02886-2766 US  
(401) 481-8962  
gayle@managementresourcepartners.com  
www.managementresourcepartners.com

*PY17  
HOT*

*PY17*  
**INVOICE**

**133583**

**BILL TO**  
East Greenwich Town Council  
Suzanne McGee Cienki,  
President  
East Greenwich Town Hall  
125 Main Street  
East Greenwich, RI 02818

**INVOICE # 1445**  
**DATE 06/09/2017**  
**DUE DATE 06/21/2017**  
**TERMS Net 12**

**PERIOD ENDING**  
06/09/2017

DATE	ACTIVITY	QTY	RATE	AMOUNT
06/09/2017	<b>Consulting:Independent Governmental and Budget Review and Analysis</b> Review of Municipal Budget and Associated Analysis per extension of Town of East Greenwich's Financial Analysis Request for Qualification	94.50	150.00	14,175.00

**BALANCE DUE**

**\$14,175.00**

*Vendor 12585*

*01408012-00051*

*Sue Cienki*

- \* Extension never voted on - TC mtg notes - see attachment #5
- \* Details of services rendered, hours? Who did they interview?
- \* We had a Town Manager, why did the Sue Cienki sign them?
- \* Why is it in the ledger as "contingency account"?



ProvidenceAnalytics

Providence Analytics, Inc.  
33 College Hill Road  
Suite 30B  
Warwick, RI 02886-2766 US  
(401) 481-8962  
gayle@managementresourcepartners.com  
www.managementresourcepartners.com

FY17  
HOT

FY17  
INVOICE

133584

**BILL TO**

East Greenwich Town Council  
Suzanne McGee Cienki,  
President  
East Greenwich Town Hall  
125 Main Street  
East Greenwich, RI 02818

**INVOICE #** 1444

**DATE** 05/15/2017

**DUE DATE** 05/27/2017

**TERMS** Net 12

**PERIOD ENDING**

05/15/2017

DATE	ACTIVITY	QTY	RATE	AMOUNT
05/15/2017	Consulting:Independent Governmental and Budget Review and Analysis Review of School Department Budget and Associated Analysis per Town of East Greenwich's Financial Analysis Request for Qualification	1	15,000.00	15,000.00

**BALANCE DUE**

**\$15,000.00**

01408012

*Sue Cienki*

- \* Invoice hourly detail?
- \* Contract was for *up to 15,000*
- \* Why did Sue Cienki sign them?
- \* We still had a Town Manager
- \* Why was invoice paid out of "Contingency"?

# ProvidenceAnalytics

Providence Analytics, Inc.  
 33 College Hill Road  
 Suite 30B  
 Warwick, RI 02886-2766 US  
 (401) 481-8962  
 gayle@managementresourcepartners.com  
 www.managementresourcepartners.com

*HOT FY17*

133585

*Town Manager's Office FY17*

## INVOICE

*01402011-00001*

### BILL TO

East Greenwich Town Council  
 Suzanne McGee Cienki,  
 President  
 East Greenwich Town Hall  
 125 Main Street  
 East Greenwich, RI 02818

INVOICE # 1435  
 DATE 06/25/2017  
 DUE DATE 07/07/2017  
 TERMS Net 12

### PERIOD ENDING

06/25/2017

DATE	ACTIVITY	QTY	RATE	AMOUNT
06/19/2017	Consulting:Acting Town Management Services Acting Town Management Services - Gayle A Corrigan	8:00	150.00	1,200.00
06/20/2017	Consulting:Acting Town Management Services Acting Town Management Services - Gayle A Corrigan	4:00	150.00	600.00
06/21/2017	Consulting:Acting Town Management Services Acting Town Management Services - Gayle A Corrigan	7:30	150.00	1,125.00
06/22/2017	Consulting:Acting Town Management Services Acting Town Management Services - Gayle A Corrigan	7:30	150.00	1,125.00
06/23/2017	Consulting:Acting Town Management Services Acting Town Management Services - Gayle A Corrigan	3:15	150.00	487.50
06/24/2017	Consulting:Acting Town Management Services Acting Town Management Services - Gayle A Corrigan	1:15	150.00	187.50

*Sue Cienki*

BALANCE DUE

**\$4,725.00**

Per Town Council President, Sue Cienki the town hired Gayle Corrigan, why did she sign the invoices to pay Providence Analytics?

# ProvidenceAnalytics

Providence Analytics, Inc.  
 33 College Hill Road  
 Suite 30B  
 Warwick, RI 02886-2766 US  
 (401) 481-8962  
 gayle@managementresourcepartners.com  
 www.managementresourcepartners.com

HOT  
FY17

DWA  
FY17

## INVOICE

133586

01402011-00001

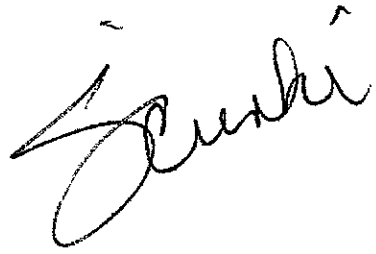
**BILL TO**  
 East Greenwich Town Council  
 Suzanne McGee Cienki,  
 President  
 East Greenwich Town Hall  
 125 Main Street  
 East Greenwich, RI 02818

**INVOICE #** 1443  
**DATE** 07/09/2017  
**DUE DATE** 07/09/2017  
**TERMS** Due on receipt

**PERIOD ENDING**  
 06/30/2017

DATE	ACTIVITY	QTY	RATE	AMOUNT
06/26/2017	Consulting:Acting Town Management Services Acting Town Management Services - Gayle A Corrigan	13:45	150.00	2,062.50
06/27/2017	Consulting:Acting Town Management Services Acting Town Management Services - Gayle A Corrigan	8:45	150.00	1,312.50
06/28/2017	Consulting:Acting Town Management Services Acting Town Management Services - Gayle A Corrigan	8:00	150.00	1,200.00
06/29/2017	Consulting:Acting Town Management Services Acting Town Management Services - Gayle A Corrigan	6:45	150.00	1,012.50
06/30/2017	Consulting:Acting Town Management Services Acting Town Management Services - Gayle A Corrigan	5:45	150.00	862.50

**BALANCE DUE \$6,450.00**



Per Town Council President, Sue Cienki the town hired Gayle Corrigan, why did she sign the invoices to pay Providence Analytics?





Exhibit E

CENTRAL COVENTRY FIRE DISTRICT  
WESTWOOD ESTATES  
CLUB HOUSE  
1A LIENA ROSE WAY, COVENTRY, RI 02816

**Minutes**

March 19, 2016, 9:02 am

1. **Call to Order** – 9:02 am
  - a. Pledge of Allegiance
  
2. **Roll Call**

Roll call was conducted by President Fred P. Gralinski:

  - a. Present: Director Daniel K. Lantz Jr., Director Maureen K. Jendzejec, Director Richard Polselli, Vice President Marie Baker, President Fred P. Gralinski, Director Cynthia A. Fagan-Perry, Director Helen G. Quinn. Also in attendance Leslie Jacobo-Board Clerk, Dave Dagastino Esq, Dave Krekorian CPA, MST, and members of the public.
  
3. **Safety instructions**
  
4. **Discussion/Action:**
  - a. Ratification of engagement agreement for Management Resource Partners, Inc.
  - b. Director Cynthia A. Fagan-Perry, Director Helen G. Quinn asked for time to review the contract from Management Resources Partners, Inc. Ten (10) minutes were given for these two Board members to review.
  - c. Twenty minutes passed then the Board members discussed the contract in detail.
  - d. Motion to accept to hire Management Resources, Motion to accept by Vice President Marie Baker, 2<sup>nd</sup> by Director Maureen K. Jendzejec, Board members voted Aye, except Director Cynthia A. Fagan-Perry, Director Helen G. Quinn who voted nay, Aye over Nays. Management Resource Partners, Inc. was welcomed in.
  
5. **ADJOURNMENT.**
  - a. Motion to adjourn by Director Maureen K. Jendzejec at 9:45 AM; 2<sup>nd</sup> by Vice President Marie Baker, All Voted Aye

**Central Coventry Fire District**

**Minutes**

**Regular Meeting of the Board of Directors**

**May 19, 2016**

A special meeting of the Board of Directors was held on May 19, 2016 at 1A Liena Rose Way, Coventry, Rhode Island.

**CALL TO ORDER**

Chairman, Fred Gralinski called the meeting to order at 7:00 p.m.

**ROLL CALL**

Fred P. Gralinski	Chairman	Present
Marie Baker	Vice-Chair	Present
Cynthia Fagan-Perry	Director	Present
Maureen Jendzejec	Director	Present
Daniel Lantz	Director	Present
Richard Poselli	Director	Present
Helen Quinn	Director	Present

***Others in Attendance:***

Gayle Corrigan, District Manager

Peter Lamb, Fire Chief

David D'Agostino, Esq., District Solicitor

Jessica Fineran, District Clerk & Acting Tax Collector

**MINUTES**

**January 25, 2016** – Executive Session – *Approved 7-0*

**April 7, 2016** – Special BOD Meeting – *Approved 5-2 (Fagan-Perry and Quinn Opposed)*

**March 16, 2016** – Special BOD Meeting – *Approved 5-2 (Fagan-Perry and Quinn Opposed)*

**March 19, 2016** – Special BOD Meeting – *Approved 7-0*

**April 30, 2016** - Pending

**May 5, 2016** - Pending

**NEW BUSINESS**

**1. Identification Policy for District Owned Property**

*Discussion:* Chairman Gralinski asked Chief Lamb to explain the Identification Policy for District Owned Property. Chief Lamb stated he was asked to write this policy, and it was very straightforward. It simply stated that BOD (or designee) approval is now necessary before any stickers or decals are applied to district owned property. Chief Lamb went on to say that he is

aware that there are currently memorial stickers on the fire trucks in remembrance of several firemen who have passed away. He stated that he did not think it would be respectful to request those stickers be removed. The BOD agreed and Mr. Gralinski stated that the policy was going into effect after the vote this evening. He stated that it was not retroactive and no stickers currently on the trucks would need to be removed. He went on to say that going forward, anything not required by law to be on district apparatus would need prior approval from the BOD.

A motion was made by Baker/Jendzejec to approve the Identification Policy for District Owned Property.

*Motion passed 7-0.*

## **2. Board of Directors Compensation**

*Discussion:* Chairman Gralinski stated that there is no real policy on the BOD compensation. In the past the compensation was twenty-five hundred (\$2,500.00) for the Chairman and Vice-Chair and fifteen hundred (\$1,500.00) for all other directors. He stated that a policy should be put into effect going forward so there is something on record showing what each director agrees to as far as their stipend is concerned.

Director Jendzejec stated she believes the amount for all other directors is \$1,800.00 not \$1,500.00. Chairman Gralinski stated that he wanted to settle the issue and get it on the record this evening. After a brief discussion, the BOD agreed on the stipend amounts.

A motion was made by Baker/Jendzejec to approve the Board of Directors Compensation (\$2,500.00 for Chairman and Vice-Chair and \$1,800.00 for all other directors).

*Motion passed 7-0.*

## **3. District Property List**

*Discussion:* Chairman Gralinski stated there has been some interest in what the future is for the closed fire stations, and he felt it was important that a list of the district owned property be put together for reference purposes, and that at some point in the near future a decision be made on what the district will do with those vacant properties. He informed the BOD there would not be a vote on this issue tonight, rather this discussion would be informal and in the early stages.

Director Jendzejec asked if the properties had been appraised. Mr. D'Agostino responded that an appraisal was completed by the state receiver, but that is now dated. He went on to briefly explain the reviews of the properties that were previously completed and stated that there were currently no mortgages on the properties, but as part of the settlement with Centreville Bank, the first sixty (60) percent of any proceeds from the sale of any district real estate would go to Centreville Bank.

Director Fagan-Perry stated that she felt that the former Harris station should be opened and manned as it has been in the past. Chairman Gralinski responded that these types of ideas are why an open discussion was on the agenda for this meeting.

A brief discussion regarding the cost of re-opening the closed stations and current response time to emergency calls in relation to the location of the stations followed.

*(Ms. Corrigan entered the meeting.)*

#### **4. Policy for Reporting On the Job Injury**

*Discussion:* Chairman Gralinski asked Chief Lamb to explain the policy. Chief Lamb explained that the policy encompasses more than just reporting OJI. He stated that there have been several recent issues with employees coming back to work sooner than they should, or not in a timely manner. He turned the BOD attention to the documents in the policy which must be completed by the employee's doctor to ensure the employee is, in fact, ready to be back at work. He went on to say he feels that the policy is sound and will be effective in protecting the district.

A motion was made by Fagan-Perry/Quinn to approve the policy for reporting on the job injury.

*Motion passed 7-0.*

#### **DEPARTMENT REPORTS**

- 1. Manager's Report – Gayle A. Corrigan** - Ms. Corrigan updated the BOD on the status of the 2015 audit, the reconciliation of district bank accounts, the state of the tax office, and how she is working to simplify accounting practices and procedures which will begin with writing an accounting policy.
- 2. Fire Chief's Activity Report for April 2016 – Peter J. Lamb** – The report is not restated here, but a copy of the written report is attached to these minutes, and the audio is available upon written request.

**PUBLIC COMMENT** – None.

#### **SCHEDULED MEETINGS**

- Regular Board of Directors Meeting – June 16, 2016

#### **EXECUTIVE SESSION**

#### **ADJOURNMENT**

## Central Coventry Fire District

### Minutes

#### Special Meeting of the Board of Directors

August 4, 2016

A special meeting of the Board of Directors was held on August 4, 2016 at 1A Liena Rose Way, Coventry, Rhode Island.

#### CALL TO ORDER

Chairman, Fred Gralinski called the meeting to order at 7:00 p.m.

#### ROLL CALL

Fred P. Gralinski	Chairman	Present
Marie Baker	Vice-Chair	Present
Cynthia Fagan-Perry	Director	Present
Maureen Jendzejec	Director	Present
Daniel Lantz	Director	Present
Richard Poselli	Director	Present
Helen Quinn	Director	Present

#### *Others in Attendance:*

Gayle Corrigan, District Manager

Peter Lamb, Fire Chief

David D'Agostino, Esq., District Solicitor

#### MINUTES - *None*

#### NEW BUSINESS

##### 1. Proposed Charter Changes/Amendments

A motion was made by Fagan-Perry/Jendzejec to table discussion on the proposed charter changes/amendments.

*Motion passed 7-0.*

##### 2. Proposed By-Laws Changes

A motion was made by Fagan-Perry/Jendzejec to table the discussion on the proposed by-laws changes.

*Motion passed 7-0.*

##### 3. Amendments to Management Resource Partners, Inc. Contract

A motion was made by Fagan-Perry/Jendzejec to table the discussion on the amendments to Management Resource Partners, Inc.'s contract.

*Motion passed 7-0.*

#### **4. Ratification of Christopher Leveillee Settlement**

A motion was made by Fagan-Perry/Quinn to approve the settlement.  
*Motion passed 7-0.*

#### **EXECUTIVE SESSION**

A motion was made by Polselli/Lantz to reconvene the meeting.  
*Motion passed 7-0.*

A motion was made by Lantz/Polselli to reaffirm the vote taken in Executive Session to reject the proposed Collective Bargaining Agreement.  
*Motion passed 5-2. (Fagan-Perry and Quinn voted to table for additional time to review the proposed Collective Bargaining Agreement)*

#### **ADJOURNMENT**

A motion was made by Jendzejec/Baker to adjourn.  
*Motion passed 7-0.*

# **Special Meeting of the Board of Directors**

**December 1, 2017 @ 6:00 PM**

**Washington Fire Station**

**The special meeting was called to order at 6:01 pm by Chairman Gralinski. A quorum was present consisting of: Dan Lantz, Ron Flynn, Fred Gralinski, Vice President Sandy Lukowicz, Cindy Fagan-Perry and Helen Quinn. Fire Chief Frank Brown, District Manager Gayle A. Corrigan and legal counsel David M. D'Agostino, Esq., of Gorham & Gorham, Inc. were also present. After the pledge, the Chairman reviewed safety instructions, which included exiting through the garage bay door(s).**

**Chairman Gralinski explained the purpose of the meeting, that the MRP contract expired December 1st and needed to be extended (at a pro-rata rate) until a suitable contract can be negotiated between the CCFD and MRP. A motion to extend the MRP contract for not more than 45-days, so the Board can review an amended agreement, with the cost pro-rated was made by Vice President Lukowicz, seconded by Director Flynn and voted 4:2 to approve. (Directors Quinn and Fagan-Perry voted in the negative.) President Gralinski noted that he planned to address this on or before the regular December 21, 2017 meeting.**

**President Lukowicz and unanimously approved. The meeting was adjourned at 6:10 PM.**

**Respectfully submitted,**

**David M. D'Agostino**

**David M. D'Agostino, Esq.**

**Acting Recording Secretary**



Exhibit F

Management Resource Partners, Inc.  
10 Dorrance Street, Suite 700  
Providence, RI 02903

December 22, 2016

Mr. Fred Gralinski  
President, Board of Directors, Central Coventry Fire District  
c/o Mr. David D'Agostino, Esq.  
Gorham & Gorham, Incorporated  
25 Danielson Pike  
North Scituate, RI 02857

Re: Engagement of Management Resource Partners, Inc. AS AMENDED

Dear Mr. Gralinski:

This letter re-confirms and amends the engagement (the "**Engagement**") of Management Resource Partners, Inc., a Rhode Island corporation (the "**Company**"), by the Central Coventry Fire District (the "**District**"), acting by and through its Board of Directors (the "**Board**") who have been duly elected pursuant to R.I. Public Law, 2006, Chapter 492 (the "**District Charter**"), upon and subject to the terms and conditions set forth herein.

The overriding purpose of this Engagement is for the Company to assist the Board in reducing the costs and expenses of the District while improving the District's operations, management, and efficiency. The goal of the Engagement is for the Company, by the end of the Engagement term, to enable the Board to reduce the District's expenses by an amount that is at least two times the cost of engaging the Company, while at the same time improving the District's operations, management, and efficiency.

This Amendment is designed to reflect that the time spent by the Company in addressing work for the District and on behalf of the Board has been far more extensive than was initially contemplated by the Company and far more extensive than initially anticipated by the Board, thus an amendment to the original engagement is in order on terms set forth herein.

This amended Engagement is designed to supplant the original Engagement Agreement entered into on March 19, 2016; however, only as to those amended terms as further defined herein. Otherwise if there are no changes in terms, both Engagements can be read and taken together.

1. Services to be Provided by the Company.

A. Fiscal and Management Oversight.

The Company will provide the District with the following fiscal and management oversight services: administrative and personnel management; internal and external reporting and budgeting; preparation of budgets and financial statements; integration of payroll software; design of best practice Standard Operating Procedures (SOPs) in the form of an Accounting Manual for all major transactions (generating purchase orders, receiving, accounts payable, accounts receivable, bank reconciliations, etc.); research and analysis to support the Board in strategic decisions, such as restructuring District departments, labor contracts and negotiations with the Town of Coventry, other fire districts, and private parties; review, negotiation and renegotiation, as requested by the Board and where applicable, of union contracts and third-party agreements and contracts including, without limitation, IT and communications, insurance and employee benefits programs; review and rationalization of District services given revenue considerations; management, oversight, and communications with District departments and union leadership, as well as with governmental officials; analysis and optimization scheduling of to reduce overtime; oversight of routine legal matters such as employee claims, workers' compensation, contract disputes, and the like; and providing recommendations to the Board regarding same; analysis, recommendations and implementation of cost saving measures, waste reduction and service-delivery enhancements; and implementation of revenue generating and capital initiatives as well as other programs requested by the Board from time to time during the Engagement; as well as such other reasonable requests for administrative, management, and financial assistance and analysis relating to the District as the Board may from time to time request.

B. Surplus Asset/Equipment Inventory and Disposition.

The Company will inventory the District assets, including vehicles, IT, communications equipment, furniture, office equipment and other assets. The Company will manage the sale or other disposition any excess, obsolete and duplicative assets.

C. Human Resources Management.

The Company will manage human resources on behalf of the District. These services will include a comprehensive review by the Company of the District's human resources policies and practices, documentation, and benefits (the "HR Review"). The HR Review will be completed and presented to the Board in writing within the first two (2) months of the Engagement, and will include recommendations concerning personnel, policies, and practices. The Company will implement all approved recommendations and changes to the present system. The Company will introduce a new Employee Handbook containing a time and attendance procedure and policy providing for daily tracking and a strict verifiable overtime policy.

D. Company-Assigned Personnel.

The services under this Engagement will be provided by a District Manager (Gayle Corrigan) assigned to the District by the Company, who will be based at Central Coventry Fire District offices, provided that the Company shall not assign any employee to the District without first obtaining the Board's written consent to do so. Individuals assigned to the District under this Engagement will be employees of the Company and not of the Central Coventry Fire

District, and will be subject to the Company's rules, regulations, employment policies, etc. at all times. The Company will be fully responsible for payment of the salaries, benefits, withholdings, worker's compensation insurance, etc. of Company-assigned personnel. The District will provide Company-assigned personnel with office space, office equipment and supplies as the same may be reasonably necessary to accomplish their functions under the terms of this Engagement. The Company will provide and pay for mobile phone equipment and service for Company-assigned personnel. The Board shall have the right, in its sole discretion, to approve all Company-assigned personnel and any proposed replacements for such personnel. If for any reason the original District Manager ceases to provide services hereunder to the District, then that event shall be cause for termination of the contract pursuant to Clause 3 of this Engagement, unless the Board executes a written waiver of said grounds within 30 days of the occurrence of that event.

2. Contract Price and Payments.

For all Company services rendered under Section 1, the District shall make monthly payments to the Company in the amount of \$9,750.00 each after the Initial Term of the Engagement as provided in Section 3 (b) below. All payments shall be due upon receipt of invoices by the Board. Payments more than thirty (30) days past due shall bear interest at the rate of 2.0% per month.

3. Term and Termination.

- (a) This Engagement shall terminate on the first to occur of: (i) the close of business on November 30, 2017; or (ii) the cessation of services to the District by the District Manager.
- (b) For the period of March 1, 2016 through May 31, 2016, which period shall be referred to as the "Initial Term of the Engagement," the Company shall receive the monthly amount of \$11,000.00.
- (c) Liquidated Damages Clause. In the event that this Agreement is terminated by the Board prior to November 30, 2017, the monthly amount that would be due for the Company's services, shall be due and owing to the Company on the same monthly schedule as contemplated in Section 2, above, so long as the termination is not "for cause" as determined by the Board. Those monthly payments due in the event of a termination of services prior to November 30, 2017, shall be considered "Liquidated Damages" under this Agreement and shall be considered the full settlement between the parties.

4. Additional Services and Company-Assigned Personnel.

(a) If additional services/oversight are requested by the Board, the Company presently intends to provide such services/oversight with the Company-assigned personnel set forth in Section 1 at no additional cost to the Board. Should the Company in its discretion believe additional Company resources are needed to competently and adequately deliver these services, however, the Company will meet with the Board and other interested parties to develop

a mutually acceptable staffing plan and, if warranted by the circumstances, a mutually satisfactory financial adjustment may be made to this Engagement.

(b) Should the Board seek to privatize other District positions or functions utilizing additional Company-assigned personnel, the Company and Board will also meet and develop a mutually acceptable modified staffing plan and determine whether a satisfactory financial adjustment to this Engagement should be made.

(c) In the event the District desires to solicit or offer employment with the to any company-assigned personnel, they will first discuss the matter with the Company before doing so in an effort to work out suitable terms for such employment, including whether to pay a reasonable finder's fee to the Company.

(d) For all work performed in conjunction with the Interest Arbitration between the CCFD and the Union, the Company shall bill at an hourly rate of \$135.00/hour. Any charges hereunder, shall be billed and itemized by the Company in separate invoice(s) to the District.

#### 5. Indemnification; Limitation of Liability.

The District shall indemnify, defend and hold harmless the Company, its directors, shareholders, employees, attorneys and agents, and their successors and assigns (all of the foregoing being referred to herein individually as an "**Indemnified Party**" and collectively as the "**Indemnified Parties**") *from and against any losses, claims, damages or liabilities, joint or several, or actions in respect thereof to which any Indemnified Party may become subject (collectively, "Losses"), insofar as such Losses arise out of, or are based upon, (i) any breach by the District of the terms of this Engagement; (ii) any action taken or omission by an Indemnified Party on behalf of the District in connection with this Engagement, but in each case except for Losses directly and exclusively attributable to such Indemnified Party's fraud, gross negligence or willful misconduct. Each Indemnified Party shall be able to retain counsel of its choice, with the approval of the District, which approval shall not unreasonably be withheld or delayed. The District will promptly pay each Indemnified Party its reasonable expenses (including reasonable counsel fees and costs) as incurred, in connection with investigating, preparing and/or defending any such action or claim, whether or not in connection with pending or threatened litigation, in which such Indemnified Party is a party.*

The District covenants and agrees that no Indemnified Party shall have liability whatsoever (whether direct or indirect, in contract or tort or otherwise) to the District unless damage to the District alleged to have been caused by such Indemnified Party thereby resulted directly and exclusively from fraud, gross negligence or willful misconduct.

The rights accorded to Indemnified Parties hereunder shall be in addition to any rights that any Indemnified Party may have at law, in equity, by separate agreement, statute, municipal ordinance, municipal by-law or otherwise. The foregoing indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of any Indemnified Party and shall survive the termination of this Engagement.

#### 6. Insurance.

The Company and all Company-assigned personnel will be listed as additional insured on all District municipal and executive protection insurance policies. The District will promptly provide the Company with insurance certificates evidencing required coverage as aforesaid upon request.

7. Assignment; Binding Affect.

This Engagement is binding on the parties hereto and their respective successors and assigns; provided, however, that the Company may not assign this Agreement without the prior written consent of the Board. References to "Company" herein shall include the Company and any permitted successors and assigns. References to the "Board" shall mean Fred Gralinski, President, Board of Directors, Central Coventry Fire District and any duly elected successor.

8. Entire Agreement; Governing Law.

This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, arrangements and understandings, oral or written, between the parties. This Agreement shall be governed by and construed in accordance with the laws of the State of Rhode Island without regard to its choice of law provisions. In the event of any dispute arising from or related to this Agreement, each party irrevocably submits to and accepts the exclusive jurisdiction and venue of the state and federal courts located in the State of Rhode Island and waives any objection (including any objection to venue or any objection based upon the grounds of an inconvenient forum) which might be asserted against the bringing of any such action, suit or other legal proceeding in such courts.

9. Notices.

Any notices delivered pursuant to this Agreement shall be personally delivered, or sent by generally recognized overnight delivery service or by certified mail, return receipt requested, to the parties at the addresses set forth below:

*To the District and Board:* Mr. Fred Gralinski  
President, Board of Directors, Central Coventry Fire District  
c/o Mr. David D'Agostino, Esq.  
Gorham & Gorham, Incorporated  
25 Danielson Pike  
North Scituate, RI 02857

*To the Company:* Ms. Gayle Corrigan  
President, Management Resource Partners, Inc.  
10 Dorrance Street, Suite 700  
Providence, RI 02903

Any party may change its address for purposes of this Engagement by notice given to the other parties as aforesaid.

10. Force Majeure.

Neither the District nor the Company shall be responsible for any delay or failure in performance at any time during the term of this Agreement, caused by flood, riot, insurrection, fire, earthquake, strike, explosion, war, act of God, the death of, or incapacitating illness or injury to, any Company-assigned personnel or any other force or cause beyond the control of the party claiming protection under this Section.

11. Miscellaneous Provisions.

No waiver shall be effective unless in a signed writing, and no waiver by either party of any violation of any provision of this Agreement shall be deemed to waive any other violation of the same or any other provision. If any provision of this Agreement is held invalid or unenforceable by any court of final jurisdiction, it is the intent of the parties that all other provisions of this Agreement be construed to remain fully valid, enforceable and binding on the parties. Any such invalid or unenforceable provisions shall, to the extent permitted by law, be deemed amended and given such interpretation as to achieve the economic intent of this Agreement. In the event of any litigation between the parties, the prevailing party shall be entitled to recover all costs and expenses thereof, including reasonable attorneys' fees and costs.

If the foregoing accurately reflects the understanding between us, please evidence your agreement by executing and returning to the undersigned the enclosed copy of this Engagement. We truly appreciate the confidence you have placed in our team, and look forward to working with you in moving Central Coventry Fire District forward.

Sincerely,

Management Resource Partners, Inc.

By: 

Gayle A. Corrigan, President

**This Addendum was adopted by the Board of Directors of the Central Coventry Fire District at a Regular Meeting held on the 22<sup>nd</sup> day of December, 2016.**

**Accepted and Agreed:**

Central Coventry Fire District

By: 

Fred Gralinski, President  
Board of Directors

**CENTRAL COVENTRY FIRE DISTRICT  
AND  
MANAGEMENT RESOURCES PARTNERS, INC.  
ENGAGEMENT AGREEMENT, DATED MARCH 19, 2016**

**ADDENDUM TO AGREEMENT**

The following terms and conditions are incorporated into and form a part of the Engagement Agreement dated March 19, 2016, as revised December 22, 2016 ("Engagement Agreement") between the Central Coventry Fire District ("CCFD") and Management Resources Partners, Inc. ("Company") to which this Addendum is attached.

**ADDITIONAL SERVICES:**

1. Under the terms of this Addendum, the Company will provide to CCFD an Administrative Clerk, to perform the functions outlined in Exhibit A, which is attached hereto and incorporated herein by reference.

**TERM OF ADDENDUM:**

1. The Term of this Addendum shall be the same as the Addendum executed and approved by the Board of Directors on April 7, 2016 and, in any event, shall terminate on the first to occur of: (i) the close of business on November 30, 2017; or (ii) the cessation of services to the District by the District Manager.
2. This Addendum may be terminated either by the District or the Company at any time and without any need for cause to do so upon not less than thirty (30) days prior written notice of termination; provided however, the Company agrees that in the event that it terminates the Engagement Agreement, at the request of the Board, the Company will continue to perform under the Engagement Agreement, and this Addendum for a reasonable period (in all events not to exceed thirty (30) days from the date of termination unless approved in writing by the Company) in order that there be an orderly transition of the services being performed hereunder. All payments due the Company under this Addendum shall be prorated through the termination date or the completion of any requested transition which extends beyond the termination date.

**PAYMENTS MADE UNDER ADDENDUM:**

1. The CCFD shall pay to the Company the sum of \$7,000.00 per month under the terms of this Addendum, beginning August 1, 2016.
2. A state agency may not accept a bid or award a contract that includes proposed financial participation by a person who received compensation from the agency to participate in preparing the specifications or request for proposals on which the bid or contract is based.

### **INDEMNIFICATION; LIMITATION OF LIABILITY:**

1. The CCFD shall indemnify, defend and hold harmless the Company, its directors, shareholders, employees, attorneys and agents, and their successors and assigns (all of the foregoing being referred to herein individually as an "Indemnified Party" and collectively as the "Indemnified Parties") from and against any losses, claims, damages or liabilities, joint or several, or actions in respect thereof to which any Indemnified Party may become subject (collectively, "Losses"), insofar as such Losses arise out of, or are based upon, (i) any breach by the CCFD of the terms of this Engagement; (ii) any action taken or omission by an Indemnified Party on behalf of the District in connection with this Engagement, but in each case except for Losses directly and exclusively attributable to such Indemnified Party's fraud, gross negligence or willful misconduct. Each Indemnified Party shall be able to retain counsel of its choice, with the approval of the District, which approval shall not unreasonably be withheld or delayed. The CCFD will promptly pay each Indemnified Party its reasonable expenses (including reasonable counsel fees and costs) as incurred, in connection with investigating, preparing and/or defending any such action or claim, whether or not in connection with pending or threatened litigation, in which such Indemnified Party is a party.
2. The CCFD covenants and agrees that no Indemnified Party shall have liability whatsoever (whether direct or indirect, in contract or tort or otherwise) to the CCFD unless damage to the CCFD alleged to have been caused by such Indemnified Party thereby resulted directly and exclusively from fraud, gross negligence or willful misconduct.
3. The rights accorded to Indemnified Parties hereunder shall be in addition to any rights that any Indemnified Party may have at law, in equity, by separate agreement, statute, municipal ordinance, municipal by-law or otherwise. The foregoing indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of any Indemnified Party and shall survive the termination of this Engagement.

### **FORCE MAJEURE:**

Neither party is required to perform any term, condition, or covenant of this Addendum, if performance is prevented or delayed by a natural occurrence, a fire, an act of God, an act of terrorism, or other similar occurrence, the cause of which is not reasonably within the control of such party and which by due diligence it is unable to prevent or overcome.

### **ADDENDUM CONTROLLING:**

In the event there is a conflict between the terms and conditions of the Engagement Agreement and this Addendum, this Addendum will control.



**This Addendum was adopted by the Board of Directors of the Central Coventry Fire District at a Regular Meeting held on the 22<sup>nd</sup> day of December, 2016.**

Management Resource Partners, Inc.

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

Gayle A. Corrigan, President

**Accepted and Agreed:**

Central Coventry Fire District

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

Fred Gralinski, President  
Board of Directors

CENTRAL COVENTRY FIRE DISTRICT  
AND  
MANAGEMENT RESOURCES PARTNERS, INC.  
ENGAGEMENT AGREEMENT, DATED MARCH 19, 2016

**ADDENDUM TO AGREEMENT**

The following terms and conditions are incorporated into and form a part of the Engagement Agreement dated March 19, 2016 ("Engagement Agreement") between the Central Coventry Fire District ("CCFD") and Management Resources Partners, Inc. ("Company") to which this Addendum is attached.

**ADDITIONAL SERVICES:**

1. Under the terms of this Addendum, the Company will provide to CCFD an Administrative Clerk, to perform the functions outlined in Exhibit A, which is attached hereto and incorporated herein by reference.

**TERM OF ADDENDUM:**

1. This Addendum shall have an effective date of April 11, 2016, and, in any event, shall terminate on the first to occur of: (i) the close of business on February 28, 2017; or (ii) the cessation of services to the District by the District Manager, unless waived by the Board pursuant to Section 1.D of the Engagement Agreement.
2. This Addendum may be terminated either by the District or the Company at any time and without any need for cause to do so upon not less than thirty (30) days prior written notice of termination; provided however, the Company agrees that in the event that it terminates the Engagement Agreement, at the request of the Board, the Company will continue to perform under the Engagement Agreement, and this Addendum for a reasonable period (in all events not to exceed thirty (30) dates from the date of termination unless approved in writing by the Company) in order that there be an orderly transition of the services being performed hereunder. All payments due the Company under this Addendum shall be prorated through the termination date or the completion of any requested transition which extends beyond the termination date.

**PAYMENTS MADE UNDER ADDENDUM:**

1. The CCFD shall pay to the Company the sum of \$5,000.00 per month under the terms of this Addendum, with the month of April prorated to account for the Effective Date of April 11, 2016.
2. A state agency may not accept a bid or award a contract that includes proposed financial participation by a person who received compensation from

the agency to participate in preparing the specifications or request for proposals on which the bid or contract is based.

**INDEMNIFICATION; LIMITATION OF LIABILITY:**

1. The CCFD shall indemnify, defend and hold harmless the Company, its directors, shareholders, employees, attorneys and agents, and their successors and assigns (all of the foregoing being referred to herein individually as an "Indemnified Party" and collectively as the "Indemnified Parties") from and against any losses, claims, damages or liabilities, joint or several, or actions in respect thereof to which any Indemnified Party may become subject (collectively, "Losses"), insofar as such Losses arise out of, or are based upon, (i) any breach by the CCFD of the terms of this Engagement; (ii) any action taken or omission by an Indemnified Party on behalf of the District in connection with this Engagement, but in each case except for Losses directly and exclusively attributable to such Indemnified Party's fraud, gross negligence or willful misconduct. Each Indemnified Party shall be able to retain counsel of its choice, with the approval of the District, which approval shall not unreasonably be withheld or delayed. The CCFD will promptly pay each Indemnified Party its reasonable expenses (including reasonable counsel fees and costs) as incurred, in connection with investigating, preparing and/or defending any such action or claim, whether or not in connection with pending or threatened litigation, in which such Indemnified Party is a party.
2. The CCFD covenants and agrees that no Indemnified Party shall have liability whatsoever (whether direct or indirect, in contract or tort or otherwise) to the CCFD unless damage to the CCFD alleged to have been caused by such Indemnified Party thereby resulted directly and exclusively from fraud, gross negligence or willful misconduct.
3. The rights accorded to Indemnified Parties hereunder shall be in addition to any rights that any Indemnified Party may have at law, in equity, by separate agreement, statute, municipal ordinance, municipal by-law or otherwise. The foregoing indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of any Indemnified Party and shall survive the termination of this Engagement.

**FORCE MAJEURE:**

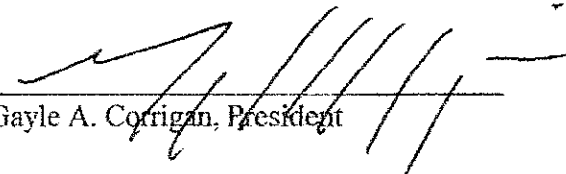
Neither party is required to perform any term, condition, or covenant of this Addendum, if performance is prevented or delayed by a natural occurrence, a fire, an act of God, an act of terrorism, or other similar occurrence, the cause of which is not reasonably within the control of such party and which by due diligence it is unable to prevent or overcome.

**ADDENDUM CONTROLLING:**

In the event there is a conflict between the terms and conditions of the Engagement Agreement and this Addendum, this Addendum will control.

**This Addendum was adopted by the Board of Directors of the Central Coventry Fire District at a Special Board meeting held on the 7<sup>th</sup> day of April, 2016.**

Management Resource Partners, Inc.

By:   
Gayle A. Corrigan, President

**Accepted and Agreed:**

Central Coventry Fire District

By:   
Fred Gralinski, President  
Board of Directors

# Exhibit A

- Demonstrate appropriate administrative level support etiquette and social grace when hosting or assisting in hosting duties of district guests.
  - Utilize the digital transcription software to transcribe recordings as necessary or as assigned.
  - Maintain shared contacts.
  - Consistently, accurately and uniformly utilize file naming conventions in connection with work product stored electronically or in any other medium.
  - Consistently, accurately and uniformly enter/edit/maintain calendar entries and contacts.
  - Construct actual files, as directed, and maintain files in a consistent, uniform and accurate manner.
  - File papers and other materials consistently, uniformly and accurately in appropriate folders, binders and cabinets.
  - Make copies.
  - Assemble materials in to presentation binders or folders.
  - Type memoranda, letters and other documents.
  - Assist in the maintenance of complete and accurate district records, including, but not limited to files and binders related to meetings, minutes, board of directors, committees and district administration.
  - Maintain as confidential and proprietary any and all information and materials generated, held or received by the administration of the district so as to prevent and prohibit the disclosure, re-disclosure or dissemination of the same to any unintended or unauthorized party.
  - Make recommendations concerning deployment of technology, and the training and deployment of administrative staff resources.
  - Assist with or perform other duties as may be assigned, including special projects.
  - Physically located in the administrative area of District administration in Coventry.
- **District and Strategic Matters**
    - Assist with litigation matters.
    - Assist with administration and amendment of by-laws.
    - Assist with maintenance of district records.
    - Assist with preparing the annual budget and coordinate budget planning sessions.
    - Assist with overall operations, which includes but is not limited to: serving as a focal point of coordination and accountability for supply requisition.
    - Assist with community outreach.
    - Coordinate all District level meetings and be responsible for all substantive arrangements related thereto.
- **Meetings of Record**
    - Primary assistant to the District in connection with meetings of record.
    - Originate, prepare, and maintain all meeting agenda, notices and materials (package) for all meetings of record of the Board of Directors in accordance with legislative requirements

- Maintain current policies in hard copy in a policy binder as well as the table of contents for the same.
- Produce and track policy acknowledgements to employees.
- Maintain a calendar of policies to be revised

Management Resource Partners, Inc.  
10 Dorrance Street, Suite 700  
Providence, RI 02903

March 19, 2016

Mr. Fred Gralinski  
President, Board of Directors, Central Coventry Fire District  
c/o Mr. David D'Agostino, Esq.  
Gorham & Gorham, Incorporated  
25 Danielson Pike  
North Scituate, RI 02857

Re: Engagement of Management Resource Partners, Inc.

Dear Mr Gralinski:

This letter confirms the engagement (the "**Engagement**") of Management Resource Partners, Inc., a Rhode Island corporation (the "**Company**"), by the Central Coventry Fire District (the "**District**"), acting by and through its Board of Directors (the "**Board**") who have been duly elected pursuant to R.I. Public Law, 2006, Chapter 492 (the "**District Charter**"), upon and subject to the terms and conditions set forth herein.

The overriding purpose of this Engagement is for the Company to assist the Board in reducing the costs and expenses of the District while improving the District's operations, management, and efficiency. The goal of the Engagement is for the Company, by the end of the Engagement term, to enable the Board to reduce the District's expenses by an amount that is at least two times the cost of engaging the Company, while at the same time improving the District's operations, management, and efficiency.

1. Services to be Provided by the Company.

A. Fiscal and Management Oversight.

The Company will provide the District with the following fiscal and management oversight services: administrative and personnel management; internal and external reporting and budgeting; preparation of budgets and financial statements; integration of payroll software; design of best practice Standard Operating Procedures (SOPs) in the form of an Accounting Manual for all major transactions (generating purchase orders, receiving, accounts payable, accounts receivable, bank reconciliations, etc.); research and analysis to support the Board in strategic decisions, such as restructuring District departments, labor contracts and negotiations with the Town of Coventry, other fire districts, and private parties; review, negotiation and renegotiation, as requested by the Board and where applicable, of union contracts and third-party



agreements and contracts including, without limitation, IT and communications, insurance and employee benefits programs; review and rationalization of District services given revenue considerations; management, oversight, and communications with District departments and union leadership, as well as with governmental officials; analysis and optimization scheduling of to reduce overtime; oversight of routine legal matters such as employee claims, workers' compensation, contract disputes, and the like; and providing recommendations to the Board regarding same; analysis, recommendations and implementation of cost saving measures, waste reduction and service-delivery enhancements; and implementation of revenue generating and capital initiatives as well as other programs requested by the Board from time to time during the Engagement; as well as such other reasonable requests for administrative, management, and financial assistance and analysis relating to the District as the Board may from time to time request.

B. Surplus Asset/Equipment Inventory and Disposition.

The Company will inventory the District assets, including vehicles, IT, communications equipment, furniture, office equipment and other assets. The Company will manage the sale or other disposition any excess, obsolete and duplicative assets.

C. Human Resources Management.

The Company will manage human resources on behalf of the District. These services will include a comprehensive review by the Company of the District's human resources policies and practices, documentation, and benefits (the "HR Review"). The HR Review will be completed and presented to the Board in writing within the first two (2) months of the Engagement, and will include recommendations concerning personnel, policies, and practices. The Company will implement all approved recommendations and changes to the present system. The Company will introduce a new Employee Handbook containing a time and attendance procedure and policy providing for daily tracking and a strict verifiable overtime policy.

D. Company-Assigned Personnel.

The services under this Engagement will be provided by a District Manager (Gayle Corrigan) assigned to the District by the Company, who will be based at Central Coventry Fire District offices, provided that the Company shall not assign any employee to the District without first obtaining the Board's written consent to do so. Individuals assigned to the District under this Engagement will be employees of the Company and not of the Central Coventry Fire District, and will be subject to the Company's rules, regulations, employment policies, etc. at all times. The Company will be fully responsible for payment of the salaries, benefits, withholdings, worker's compensation insurance, etc. of Company-assigned personnel. The District will provide Company-assigned personnel with office space, office equipment and supplies as the same may be reasonably necessary to accomplish their functions under the terms of this Engagement. The Company will provide and pay for mobile phone equipment and service for Company-assigned personnel. The Board shall have the right, in its sole discretion, to approve all Company-assigned personnel and any proposed replacements for such personnel. If for any reason the original District Manager ceases to provide services hereunder to the District, then that event shall be cause for termination of the contract pursuant to Clause 3 of this

Engagement, unless the Board executes a written waiver of said grounds within 30 days of the occurrence of that event.

2. Contract Price and Payments.

For all Company services rendered under Section 1, the District shall make monthly payments in arrears to the Company in the amount of \$9,750.00 each after the Initial Term of the Engagement as provided in Section 3 (b) below. All payments shall be due upon receipt of invoices by the Board. Payments more than thirty (30) days past due shall bear interest at the rate of 2.0% per month.

3. Term and Termination.

(a) Except as specifically provided in Section 3 (b) below to the contrary, this Engagement shall begin effective March 1, 2016 and, in any event, shall terminate on the first to occur of: (i) the close of business on February 28, 2017; or (ii) the cessation of services to the District by the District Manager, unless waived by the Board pursuant to Section 1.D. The Engagement may be extended by mutual agreement in writing. The foregoing notwithstanding, this Engagement may be terminated either by the District or the Company at any time and without any need for cause to do so upon not less than thirty (30) days prior written notice of termination; provided however, the Company agrees that in the event that it terminates the Engagement, at the request of the Board, the Company will continue to perform under the Engagement for a reasonable period (in all events not to exceed thirty (30) dates from the date of termination unless approved in writing by the Company) in order that there be an orderly transition of the services being performed hereunder. All payments due the Company under this Engagement shall be prorated through the termination date or the completion of any requested transition which extends beyond the termination date.

(b) For the period March 1, 2016 through May 31, 2016, which period shall be referred to as the "Initial Term of Engagement", the Company shall receive the monthly amount of \$11,000.00.

4. Additional Services and Company-Assigned Personnel.

(a) If additional services/oversight are requested by the Board, the Company presently intends to provide such services/oversight with the Company-assigned personnel set forth in Section 1 at no additional cost to the Board. Should the Company in its discretion believe additional Company resources are needed to competently and adequately deliver these services, however, the Company will meet with the Board and other interested parties to develop a mutually acceptable staffing plan and, if warranted by the circumstances, a mutually satisfactory financial adjustment may be made to this Engagement.

(b) Should the Board seek to privatize other District positions or functions utilizing additional Company-assigned personnel, the Company and Board will also meet and develop a

mutually acceptable modified staffing plan and determine whether a satisfactory financial adjustment to this Engagement should be made.

(c) In the event the District desires to solicit or offer employment with the to any company-assigned personnel, they will first discuss the matter with the Company before doing so in an effort to work out suitable terms for such employment, including whether to pay a reasonable finder's fee to the Company.

5. Indemnification; Limitation of Liability.

The District shall indemnify, defend and hold harmless the Company, its directors, shareholders, employees, attorneys and agents, and their successors and assigns (all of the foregoing being referred to herein individually as an "**Indemnified Party**" and collectively as the "**Indemnified Parties**") from and against any losses, claims, damages or liabilities, joint or several, or actions in respect thereof to which any Indemnified Party may become subject (collectively, "**Losses**"), insofar as such Losses arise out of, or are based upon, (i) any breach by the District of the terms of this Engagement; (ii) any action taken or omission by an Indemnified Party on behalf of the District in connection with this Engagement, but in each case except for Losses directly and exclusively attributable to such Indemnified Party's fraud, gross negligence or willful misconduct. Each Indemnified Party shall be able to retain counsel of its choice, with the approval of the District, which approval shall not unreasonably be withheld or delayed. The District will promptly pay each Indemnified Party its reasonable expenses (including reasonable counsel fees and costs) as incurred, in connection with investigating, preparing and/or defending any such action or claim, whether or not in connection with pending or threatened litigation, in which such Indemnified Party is a party.

The District covenants and agrees that no Indemnified Party shall have liability whatsoever (whether direct or indirect, in contract or tort or otherwise) to the District unless damage to the District alleged to have been caused by such Indemnified Party thereby resulted directly and exclusively from fraud, gross negligence or willful misconduct.

The rights accorded to Indemnified Parties hereunder shall be in addition to any rights that any Indemnified Party may have at law, in equity, by separate agreement, statute, municipal ordinance, municipal by-law or otherwise. The foregoing indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of any Indemnified Party and shall survive the termination of this Engagement.

6. Insurance.

The Company and all Company-assigned personnel will be listed as additional insured on all District municipal and executive protection insurance policies. The District will promptly provide the Company with insurance certificates evidencing required coverage as aforesaid upon request.

7. Assignment; Binding Affect.

This Engagement is binding on the parties hereto and their respective successors and assigns; provided, however, that the Company may not assign this Agreement without the prior written consent of the Board. References to "Company" herein shall include the Company and any permitted successors and assigns. References to the "Board" shall mean Fred Gralinski, President, Board of Directors, Central Coventry Fire District and any duly elected successor.

8. Entire Agreement; Governing Law.

This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, arrangements and understandings, oral or written, between the parties. This Agreement shall be governed by and construed in accordance with the laws of the State of Rhode Island without regard to its choice of law provisions. In the event of any dispute arising from or related to this Agreement, each party irrevocably submits to and accepts the exclusive jurisdiction and venue of the state and federal courts located in the State of Rhode Island and waives any objection (including any objection to venue or any objection based upon the grounds of an inconvenient forum) which might be asserted against the bringing of any such action, suit or other legal proceeding in such courts.

9. Notices.

Any notices delivered pursuant to this Agreement shall be personally delivered, or sent by generally recognized overnight delivery service or by certified mail, return receipt requested, to the parties at the addresses set forth below:

*To the District and Board:* Mr. Fred Gralinski  
President, Board of Directors, Central Coventry Fire District  
c/o Mr. David D'Agostino, Esq.  
Gorham & Gorham, Incorporated  
25 Danielson Pike  
North Scituate, RI 02857

*To the Company:* Ms. Gayle Corrigan  
President, Management Resource Partners, Inc.  
10 Dorrance Street, Suite 700  
Providence, RI 02903

Any party may change its address for purposes of this Engagement by notice given to the other parties as aforesaid.

10. Force Majeure.

Neither the District nor the Company shall be responsible for any delay or failure in performance at any time during the term of this Agreement, caused by flood, riot, insurrection, fire, earthquake, strike, explosion, war, act of God, the death of, or incapacitating illness or injury to, any Company-assigned personnel or any other force or cause beyond the control of the party claiming protection under this Section.

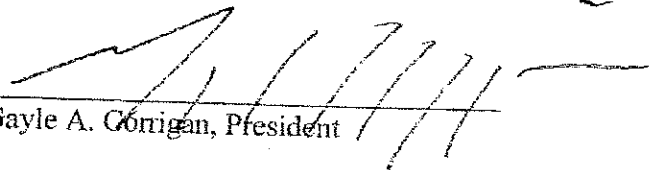
11. Miscellaneous Provisions

No waiver shall be effective unless in a signed writing, and no waiver by either party of any violation of any provision of this Agreement shall be deemed to waive any other violation of the same or any other provision. If any provision of this Agreement is held invalid or unenforceable by any court of final jurisdiction, it is the intent of the parties that all other provisions of this Agreement be construed to remain fully valid, enforceable and binding on the parties. Any such invalid or unenforceable provisions shall, to the extent permitted by law, be deemed amended and given such interpretation as to achieve the economic intent of this Agreement. In the event of any litigation between the parties, the prevailing party shall be entitled to recover all costs and expenses thereof, including reasonable attorneys' fees and costs.

If the foregoing accurately reflects the understanding between us, please evidence your agreement by executing and returning to the undersigned the enclosed copy of this Engagement. We truly appreciate the confidence you have placed in our team, and look forward to working with you in moving Central Coventry Fire District forward.

Sincerely,

Management Resource Partners, Inc.

By:   
Gayle A. Corrigan, President

**Accepted and Agreed:**

Central Coventry Fire District

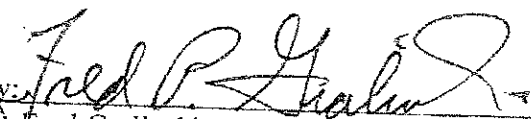
By:   
Fred Gralinski, President  
Board of Directors

Exhibit G



Management Resource Partners, Inc.  
10 Dorrance Street, Suite 700  
Providence, RI 02903  
(401) 481-8962  
gayle@managementresourcepartners.com  
www.managementresourcepartners.com

## INVOICE

### BILL TO

Central Coventry Fire District  
240 Arnold Street  
Coventry, RI 02816-5646

INVOICE # 1181  
DATE 04/02/2016  
DUE DATE 04/02/2016  
TERMS Due on receipt

### PERIOD ENDING

March 31, 2016

DATE	ACTIVITY	QTY	RATE	AMOUNT
03/31/2016	Consulting:Fire District Consulting Services Central Coventry Fire District Consulting Services, per agreement	1	11,000.00	11,000.00

BALANCE DUE

**\$11,000.00**



Management Resource Partners, Inc.  
 10 Dorrance Street, Suite 700  
 Providence, RI 02903  
 (401) 481-8962  
 gayle@managementresourcepartners.com  
 www.managementresourcepartners.com

# INVOICE

**BILL TO**

Central Coventry Fire District  
 240 Arnold Street  
 Coventry, RI 02816-5646

INVOICE # 1198  
 DATE 04/29/2016  
 DUE DATE 05/02/2016  
 TERMS Net 3

**PERIOD ENDING**

April, 2016

DATE	ACTIVITY	QTY	RATE	AMOUNT
04/30/2016	Consulting:Fire District Consulting Services Central Coventry Fire District Consulting Services - District Manager	1	11,000.00	11,000.00
04/30/2016	Consulting:Fire District Consulting Services - Administrative Clerk Central Coventry Fire District Consulting Services - Administrative Clerk	1	4,000.00	4,000.00

BALANCE DUE

**\$15,000.00**



Management Resource Partners, Inc.  
 10 Dorrance Street, Suite 700  
 Providence, RI 02903  
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 gayle@managementresourcepartners.com  
 www.managementresourcepartners.com

# INVOICE

**BILL TO**  
 Central Coventry Fire District  
 240 Arnold Street  
 Coventry, RI 02816-5646

**INVOICE # 1208**  
**DATE 05/13/2016**  
**DUE DATE 05/13/2016**  
**TERMS Due on receipt**

DATE	ACTIVITY	QTY	RATE	AMOUNT
05/06/2016	Reimbursement:Reimbursement Tax Sale List Ad - Hometown Newspapers - Kent County Times	1	1,466.89	1,466.89

**BALANCE DUE \$1,466.89**





Management Resource Partners, Inc.  
 10 Dorrance Street, Suite 700  
 Providence, RI 02903  
 (401) 481-8962  
 gayle@managementresourcepartners.com  
 www.managementresourcepartners.com

# INVOICE

**BILL TO**

Central Coventry Fire District  
 240 Arnold Street  
 Coventry, RI 02816-5646

INVOICE # 1213  
 DATE 05/19/2016  
 DUE DATE 05/31/2016  
 TERMS Net 12

**PERIOD ENDING**

05/15/2016

DATE	ACTIVITY	QTY	RATE	AMOUNT
05/15/2016	Staffing:Tax Collection Services Temporary tax collection services week ending 05/15/2016	21	19.95	418.95

BALANCE DUE

**\$418.95**



Management Resource Partners, Inc.  
 10 Dorrance Street, Suite 700  
 Providence, RI 02903  
 (401) 481-8962  
 gayle@managementresourcepartners.com  
 www.managementresourcepartners.com

# INVOICE

**BILL TO**

Central Coventry Fire District  
 240 Arnold Street  
 Coventry, RI 02816-5646

INVOICE # 1224  
 DATE 05/30/2016  
 DUE DATE 06/11/2016  
 TERMS Net 12

**PERIOD ENDING**

May, 2016

DATE	ACTIVITY	QTY	RATE	AMOUNT
05/31/2016	Consulting:Fire District Consulting Services Central Coventry Fire District Consulting Services - District Manager	1	11,000.00	11,000.00
05/31/2016	Consulting:Fire District Consulting Services - Administrative Clerk Central Coventry Fire District Consulting Services - Administrative Clerk	1	6,000.00	6,000.00

BALANCE DUE

**\$17,000.00**

*40220 Treasured  
outside  
CPA*



Management Resource Partners, Inc.  
 10 Dorrance Street, Suite 700  
 Providence, RI 02903  
 (401) 481-8962  
 gayle@managementresourcepartners.com  
 www.managementresourcepartners.com

# INVOICE

**BILL TO**  
 Central Coventry Fire District  
 240 Arnold Street  
 Coventry, RI 02816-5646

**INVOICE #** 1222  
**DATE** 05/31/2016  
**DUE DATE** 06/12/2016  
**TERMS** Net 12

**PERIOD ENDING**  
 05/29/2016

DATE	ACTIVITY	QTY	RATE	AMOUNT
05/29/2016	Staffing:Tax Collection Services Temporary tax collection services week ending 5/29/2016	40	19.95	798.00

BALANCE DUE **\$798.00**

*4900 Tax Col.  
Expense.*



Management Resource Partners, Inc.  
 10 Dorrance Street, Suite 700  
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 gayle@managementresourcepartners.com  
 www.managementresourcepartners.com

# INVOICE

**BILL TO**  
 Central Coventry Fire District  
 240 Arnold Street  
 Coventry, RI 02816-5646

**INVOICE #** 1227  
**DATE** 06/07/2016  
**DUE DATE** 06/19/2016  
**TERMS** Net 12

**PERIOD ENDING**  
 06/05/2016

DATE	ACTIVITY	QTY	RATE	AMOUNT
06/05/2016	<b>Staffing:Tax Collection Services</b> Temporary tax collection services week ending 06/05/2016	27.25	19.95	543.64
06/05/2016	<b>Staffing:Accounting/CPA Services</b> Accounting/CPA services week ending 06/05/2016	14.50	113.05	1,639.23

**BALANCE DUE** **\$2,182.87**



Management Resource Partners, Inc.  
 10 Dorrance Street, Suite 700  
 Providence, RI 02903  
 (401) 481-8962  
 gayle@managementresourcepartners.com  
 www.managementresourcepartners.com

# INVOICE

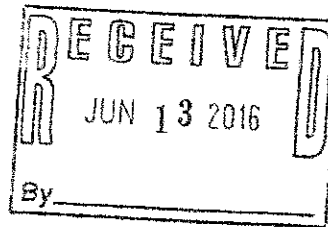
**BILL TO**  
 Central Coventry Fire District  
 240 Arnold Street  
 Coventry, RI 02816-5646

**INVOICE #** 1231  
**DATE** 06/13/2016  
**DUE DATE** 06/25/2016  
**TERMS** Net 12

**PERIOD ENDING**  
 06/12/2016

DATE	ACTIVITY	QTY	RATE	AMOUNT
06/12/2016	Staffing:Accounting/CPA Services Accounting/CPA Services	33.25	113.05	3,758.91
06/12/2016	Staffing:Tax Collection Services Temporary tax collection services	37	19.95	738.15

**BALANCE DUE** **\$4,497.06**





Management Resource Partners, Inc.  
10 Dorrance Street, Suite 700  
Providence, RI 02903  
(401) 481-8962  
gayle@managementresourcepartners.com  
www.managementresourcepartners.com

# INVOICE

**BILL TO**

Central Coventry Fire District  
240 Arnold Street  
Coventry, RI 02816-5646

**INVOICE # 1235**

**DATE 06/22/2016**  
**DUE DATE 07/04/2016**  
**TERMS Net 12**

**PERIOD ENDING**  
06/19/2016

DATE	ACTIVITY	QTY	RATE	AMOUNT
06/19/2016	Staffing:Accounting/CPA Services Accounting/CPA Services	26.50	113.05	2,995.83
06/19/2016	Staffing:Tax Collection Services Temporary tax collection services	39	19.95	778.05
06/19/2016	Reimbursement:Reimbursement Payment for statements: Coventry Credit Union	1	64.00	64.00

BALANCE DUE

**\$3,837.88**



Management Resource Partners, Inc.  
10 Dorrance Street, Suite 700  
Providence, RI 02903  
(401) 481-8962  
gayle@managementresourcepartners.com  
www.managementresourcepartners.com

# INVOICE

**BILL TO**

Central Coventry Fire District  
240 Arnold Street  
Coventry, RI 02816-5646

**INVOICE # 1238**

**DATE 06/29/2016**

**DUE DATE 07/11/2016**

**TERMS Net 12**

---

DATE	ACTIVITY	QTY	RATE	AMOUNT
06/26/2016	Staffing:Accounting/CPA Services Accounting/CPA Services	19.50	113.05	2,204.48
06/26/2016	Staffing:Tax Collection Services Temporary tax collection Services	38.50	19.95	768.08

---

BALANCE DUE

**\$2,972.56**

Check Number: 3

Date: 7/13/16

Amount: 5,285.10

Payee: KPE, Inc.

FOR SECURITY PURPOSES THE FACE OF THIS DOCUMENT CONTAINS A COLORED BACKGROUND AND MICROPRINTING IN THE BORDER.  
Central Coventry Fire District  
240 Arnold Road  
Coventry RI 02816-5846

Date July 13, 2016

5774642115  
3

Pay to the order of Management Resource Partners, Inc. \$ 5,285.10  
five thousand two hundred eight five and 10/100 Dollars  
BANKNEWPORT  
Newport RI 02840-0937

MEMO INVOICE 10444247

SIGNED

THE REVERSE SIDE OF THIS DOCUMENT INCLUDES AN ARTIFICIAL WATERMARK. HOLD AT ANGLE TO VIEW.





Management Resource Partners, Inc.  
 10 Dorrance Street, Suite 700  
 Providence, RI 02903  
 (401) 481-8962  
 gayle@managementresourcepartners.com  
 www.managementresourcepartners.com

# INVOICE

**BILL TO**

Central Coventry Fire District  
 240 Arnold Street  
 Coventry, RI 02816-5646

INVOICE # 1244

DATE 07/01/2016

DUE DATE 07/13/2016

TERMS Net 12

**PERIOD ENDING**

07/03/2016

DATE	ACTIVITY	QTY	RATE	AMOUNT
07/03/2016	Staffing:Accounting/CPA Services Accounting/CPA Services	16	113.05	1,808.80
07/03/2016	Staffing:Tax Collection Services Temporary Tax Collection Services	37.50	19.95	748.13

BALANCE DUE

**\$2,556.93**



Management Resource Partners, Inc.  
 10 Dorrance Street, Suite 700  
 Providence, RI 02903  
 (401) 481-8962  
 gayle@managementresourcepartners.com  
 www.managementresourcepartners.com

# INVOICE

**BILL TO**

Central Coventry Fire District  
 240 Arnold Street  
 Coventry, RI 02816-5646

**INVOICE #** 1247

**DATE** 07/10/2016

**DUE DATE** 07/22/2016

**TERMS** Net 12

**PERIOD ENDING**

07/10/2016

DATE	ACTIVITY	QTY	RATE	AMOUNT
07/10/2016	Staffing:Accounting/CPA Services Accounting/CPA Services	19.50	113.05	2,204.48
07/10/2016	Staffing:Tax Collection Services Temporary Tax Collection Services	26.25	19.95	523.69

**BALANCE DUE**

**\$2,728.17**



Management Resource Partners, Inc.  
 10 Dorrance Street, Suite 700  
 Providence, RI 02903  
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 gayle@managementresourcepartners.com  
 www.managementresourcepartners.com

# INVOICE

**BILL TO**

Central Coventry Fire District  
 240 Arnold Street  
 Coventry, RI 02816-5646

INVOICE # 1250

DATE 07/17/2016

DUE DATE 07/20/2016

TERMS Net 3

**PERIOD ENDING**

07/17/2016

DATE	ACTIVITY	QTY	RATE	AMOUNT
07/17/2016	Staffing:Accounting/CPA Services Accounting/CPA Services	19	113.05	2,147.95
07/17/2016	Staffing:Tax Collection Services Temporary Tax Collection Services	27.25	19.95	543.64

BALANCE DUE

**\$2,691.59**



Management Resource Partners, Inc.  
 10 Dorrance Street, Suite 700  
 Providence, RI 02903  
 (401) 481-8962  
 gayle@managementresourcepartners.com  
 www.managementresourcepartners.com

# INVOICE

**BILL TO**

Central Coventry Fire District  
 240 Arnold Street  
 Coventry, RI 02816-5646

**INVOICE #** 1257

**DATE** 08/01/2016

**DUE DATE** 08/01/2016

**TERMS** Due on receipt

**PERIOD ENDING**

07/31/2016

DATE	ACTIVITY	QTY	RATE	AMOUNT
07/31/2016	Staffing:Accounting/CPA Services Accounting/CPA Services	7	113.05	791.35
07/31/2016	Staffing:Tax Collection Services Temporary Tax Collection Services	23.50	19.95	468.83

**BALANCE DUE**

**\$1,260.18**



Management Resource Partners, Inc.  
 10 Dorrance Street, Suite 700  
 Providence, RI 02903  
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 gayle@managementresourcepartners.com  
 www.managementresourcepartners.com

# INVOICE

**BILL TO**  
 Central Coventry Fire District  
 240 Arnold Street  
 Coventry, RI 02816-5646

**INVOICE #** 1254  
**DATE** 07/25/2016  
**DUE DATE** 08/06/2016  
**TERMS** Net 12

**PERIOD ENDING**  
 07/24/2016

DATE	ACTIVITY	QTY	RATE	AMOUNT
07/24/2016	Staffing:Accounting/CPA Services Accounting/CPA Services	16	113.05	1,808.80
07/24/2016	Staffing:Tax Collection Services Temporary Tax Collection Services	22.75	19.95	453.86

**BALANCE DUE** **\$2,262.66**



Management Resource Partners, Inc.  
 10 Dorrance Street, Suite 700  
 Providence, RI 02903  
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 gayle@managementresourcepartners.com  
 www.managementresourcepartners.com

# INVOICE

**BILL TO**

Central Coventry Fire District  
 240 Arnold Street  
 Coventry, RI 02816-5646

INVOICE # 1262

DATE 08/09/2016

DUE DATE 08/21/2016

TERMS Net 12

**PERIOD ENDING**

08/07/2016

DATE	ACTIVITY	QTY	RATE	AMOUNT
08/07/2016	Staffing:Accounting/CPA Services Accounting/CPA Services	9.50	113.05	1,073.98
08/07/2016	Staffing:Tax Collection Services Temporary Tax Collection Services	26	19.95	518.70

BALANCE DUE

**\$1,592.68**



Management Resource Partners, Inc.  
 10 Dorrance Street, Suite 700  
 Providence, RI 02903  
 (401) 481-8962  
 gayle@managementresourcepartners.com  
 www.managementresourcepartners.com

# INVOICE

**BILL TO**  
 Central Coventry Fire District  
 240 Arnold Street  
 Coventry, RI 02816-5646

**INVOICE #** 1270  
**DATE** 08/29/2016  
**DUE DATE** 08/29/2016  
**TERMS** Due on receipt

**PERIOD ENDING**  
 08/28/2016

DATE	ACTIVITY	QTY.	RATE	AMOUNT
08/28/2016	Staffing:Accounting/CPA Services Accounting/CPA Services	15.50	113.05	1,752.28
08/28/2016	Staffing:Tax Collection Services Temporary Tax Collection Services	23.25	19.95	463.84

**BALANCE DUE** **\$2,216.12**



Management Resource Partners, Inc.  
 10 Dorrance Street, Suite 700  
 Providence, RI 02903  
 (401) 481-8962  
 gayle@managementresourcepartners.com  
 www.managementresourcepartners.com

# INVOICE

**BILL TO**

Central Coventry Fire District  
 240 Arnold Street  
 Coventry, RI 02816-5646

INVOICE # 1265  
 DATE 08/18/2016  
 DUE DATE 08/30/2016  
 TERMS Net 12

PERIOD ENDING  
 08/14/2016

40200

DATE	ACTIVITY	QTY	RATE	AMOUNT
03/30/2016	Reimbursement:Reimbursement Hope Club charges for task force	1	508.97	508.97
06/27/2016	Reimbursement:Reimbursement Hope Club charges for IAFF union negotiations	1	363.27	363.27
07/18/2016	Reimbursement:Reimbursement Hope Club charges for IAFF union negotiations	1	169.07	169.07
08/14/2016	Staffing:Accounting/CPA Services Accounting/CPA Services	10.50	113.05	1,187.03
08/14/2016	Staffing:Tax Collection Services Temporary Tax Collection Services	23.50	19.95	468.83

BALANCE DUE **\$2,697.17**



CENTRAL COVENTRY FIRE DISTRICT

OPERATING ACCOUNT

7744

08.31/2016

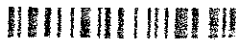
Management Resource Partners, Inc.

18,000.00  
18,000.00

10340 Operating Checking - BN-9713

Invoices 1274 & 1273

36,000.00



10340

10340 10340 10340



Management Resource Partners, Inc.  
 10 Dorrance Street, Suite 700  
 Providence, RI 02903  
 (401) 481-8962  
 gayle@managementresourcepartners.com  
 www.managementresourcepartners.com

# INVOICE

**BILL TO**

Central Coventry Fire District  
 240 Arnold Street  
 Coventry, RI 02816-5646

INVOICE # 1267  
 DATE 08/22/2016  
 DUE DATE 09/03/2016  
 TERMS Net 12

DATE	ACTIVITY	QTY	RATE	AMOUNT
08/21/2016	Staffing:Accounting/CPA Services Accounting/CPA Services	19	113.05	2,147.95
08/21/2016	Staffing:Tax Collection Services Temporary Tax Collection Services	23.75	19.95	473.81

BALANCE DUE **\$2,621.76**

CENTRAL COVENTRY FIRE DISTRICT

OPERATING ACCOUNT

7556

08/02/2016

Management Resource Partners, Inc.

543.64  
2,147.95  
453.86  
1,808.80  
18,000.00  
468.83  
791.35

10340 Operating Checking - BN-9713

Invoices 1250, 1254, 1255, 1257

24,214.43



102541

Page 2 of 4

10254 8/10/16 10:47



Management Resource Partners, Inc.  
33 College Hill Road  
Suite 30B  
Warwick, RI 02886-2766 US  
(401) 481-8962  
gayle@managementresourcepartners.com  
www.managementresourcepartners.com

## INVOICE

### BILL TO

Central Coventry Fire District  
240 Arnold Street  
Coventry, RI 02816-5646

INVOICE # 1465

DATE 08/14/2017

DUE DATE 08/26/2017

TERMS Net 12

DATE	ACTIVITY	QTY	RATE	AMOUNT
05/01/2017	<b>Consulting:Negotiation Support I</b> Meeting with Atty D'Agostino to discuss arbitration preparation; preparation for Interest Arbitration hearing scheduled for resuming testimony on May 2, 2017. - Gayle A Corrigan	2:30	135.00	337.50
05/02/2017	<b>Consulting:Negotiation Support I</b> Preparation for and attendance at Interest Arbitration before Arbitrator Ryan at AAA in East Providence. - Gayle A Corrigan	8:45	135.00	1,181.25
05/03/2017	<b>Consulting:Negotiation Support I</b> Arbitration preparation. - Gayle A Corrigan	0:15	135.00	33.75
05/04/2017	<b>Consulting:Negotiation Support I</b> Interest arbitration preparation continuation. - Gayle A Corrigan	4:00	135.00	540.00
05/15/2017	<b>Consulting:Negotiation Support I</b> Interest arbitration preparation continuation. - Gayle A Corrigan	1:00	135.00	135.00
07/31/2017	<b>Staffing:Fire District Consulting Services - Tax Collection Clerk</b> Provision of temporary tax collection clerk \$12.00/hour at 1.33 rate - Stephen DiLustro	7:30	15.96	119.70
08/07/2017	<b>Staffing:Fire District Consulting Services - Tax Collection Clerk</b> Provision of temporary tax collection clerk \$12.00/hour at 1.33 rate - Stephen DiLustro	8:00	15.96	127.68

BALANCE DUE

**\$2,474.88**



**Management Resource Partners, Inc.**  
33 College Hill Road  
Suite 30B  
Warwick, RI 02886-2766 US  
(401) 481-8962  
gayle@managementresourcepartners.com  
www.managementresourcepartners.com

# INVOICE

**BILL TO**

Central Coventry Fire District  
240 Arnold Street  
Coventry, RI 02816-5646

**INVOICE # 1476**

**DATE 08/29/2017**

**DUE DATE 09/10/2017**

**TERMS Net 12**

**PERIOD ENDING**

06/30/2017

DATE	ACTIVITY	QTY	RATE	AMOUNT
06/14/2017	<b>Consulting:Negotiation Support I</b> Preparation for and attendance at AAA hearing in East Providence before Atty Ryan, Arbitrator. - Gayle A Corrigan	7:00	135.00	945.00
06/15/2017	<b>Consulting:Negotiation Support I</b> Preparation for and attendance at AAA hearing in East Providence before Atty Ryan, Arbitrator. - Gayle A Corrigan	7:00	135.00	945.00

**BALANCE DUE**

**\$1,890.00**



Management Resource Partners, Inc  
 33 College Hill Road  
 Suite 30B  
 Warwick, RI 02886-2766 US  
 (401) 481-8962  
 gayle@managementresourcepartners.com  
 www.managementresourcepartners.com

# INVOICE

**BILL TO**

Central Coventry Fire District  
 240 Arnold Street  
 Coventry, RI 02816-5646

INVOICE # 1480

DATE 09/05/2017

DUE DATE 09/05/2017

TERMS Due on receipt

**PERIOD ENDING**

September, 2017

DATE	ACTIVITY	QTY	RATE	AMOUNT
08/31/2017	Staffing:Fire District Consulting Services - Tax Collection Clerk Provision of temporary tax collection clerk \$12.00/hour at 1.33 rate - w/e 08/31/2017 - Stephen DiLustro	8:00	15.96	127.68
09/30/2017	Consulting:Fire District Consulting Services Central Coventry Fire District Consulting Services - District Manager - September, 2017	1	9,750.00	9,750.00
09/30/2017	Staffing:Fire District Consulting Services - Administrative Clerk/Interim Tax Collector Central Coventry Fire District Consulting Services - Administrative Staffing - September, 2017	1	7,000.00	7,000.00

BALANCE DUE

**\$16,877.68**



RECEIVED  
 DEPT. OF STATE  
 BUS SVCS DIV  
 MAR - 7 AM 11:13

**Articles of Organization**  
 DOMESTIC Limited Liability Company

→ Filing Fee: \$150.00

*Exhibit H*

Pursuant to the provisions of RIGL 7-16, the following Articles of Organization are adopted for the limited liability company to be organized hereby:

1. The name of the limited liability company is:		
PEOpeople, LLC		
2. The name and address of the initial resident agent/office in Rhode Island is:		
Name <b>Gayle A. Corrigan</b>		
Street Address (NOT a P.O. Box) <b>10 Dorrance Street, Suite 700</b>		
City/Town <b>Providence</b>	State <b>RHODE ISLAND</b>	Zip Code <b>02903</b>
3. Under the terms of these Articles of Organization and any written operating agreement made or intended to be made, the limited liability company is intended to be treated for purposes of federal income taxation as (check ONE box):		
<input checked="" type="checkbox"/> partnership or <input type="checkbox"/> a corporation or <input type="checkbox"/> disregarded as an entity separate from its member		
4. The address of the principal office of the limited liability company if it is determined at the time of organization:		
Street Address <b>10 Dorrance Street, Suite 700</b>		
City/Town <b>Providence</b>	State <b>RI</b>	Zip Code <b>02903</b>
5. The limited liability company has the purpose of engaging in any lawful business, and shall have perpetual existence until dissolved or terminated in accordance with RIGL <u>7-16</u> , unless a more limited purpose or duration is set forth in Section 6 of these Articles of Organization.		

**FILED** ✓

MAR 07 2017

BY CU 297624

11:13

**MAIL TO:**  
 Division of Business Services  
 148 W. River Street, Providence, Rhode Island 02904-2615  
 Phone: (401) 222-3040  
 Website: www.sos.ri.gov

6. Additional provisions, if any, not inconsistent with law, which the member(s) elect to have set forth in these Articles of Organization, including, but not limited to, any limitation of the purpose(s) or duration for which the limited liability company is formed, and any other provision which may be included in an operating agreement:

N/A

Check this box to indicate attachment.

7. The Limited Liability Company is to be managed by:

You MUST check one box:

Its member(s) (If you have checked this box, skip to Section 8. Do not fill out the chart below.)

One (1) or more manager(s) (If the limited liability company has manager(s) at the time of the filing of these Articles of Organization, state the name and address of each manager below.)

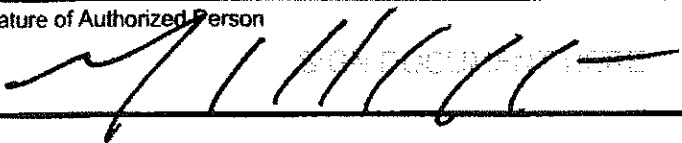
MANAGER	ADDRESS

8. Date when these Articles of Organization will be effective: CHECK ONLY ONE BOX

Date received (Upon filing)

Later effective date (Date must be no more than 30 days from the day of filing) \_\_\_\_\_

*Under penalty of perjury, I declare and affirm that I have examined these Articles of Organization, including any accompanying attachments, and that all statements contained herein are true and correct.*

Name of Authorized Person <b>Gayle A. Corrigan</b>		Address <b>10 Dorrance Street, Suite 700</b>	
City/Town <b>Providence</b>	State <b>RI</b>	Zip Code <b>02903</b>	
Signature of Authorized Person 		Date <b>March 07, 2017</b>	

If you have any questions, please call us at (401) 222-3040, Monday through Friday, between 8:30 a.m. and 4:30 p.m., or email [corporations@sos.ri.gov](mailto:corporations@sos.ri.gov).





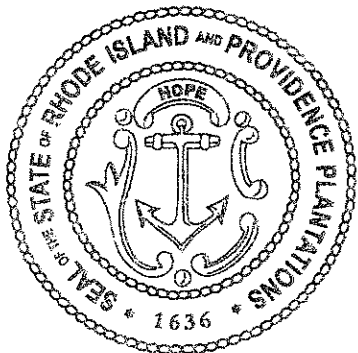
State of Rhode Island and Providence Plantations  
Department of State | Office of the Secretary of State  
Nellie M. Gorbea, *Secretary of State*

I, NELLIE M. GORBEA, Secretary of State of the State of Rhode Island  
and Providence Plantations, hereby certify that this document, duly executed in  
accordance with the provisions of Title 7 of the General Laws of Rhode Island, as  
amended, has been filed in this office on this day:

March 07, 2017 11:13 AM

A handwritten signature in cursive script, appearing to read "Nellie M. Gorbea".

Nellie M. Gorbea  
*Secretary of State*



Filing Fee: \$50.00

ID Number: 1671591



**STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS**

Office of the Secretary of State  
Corporations Division  
148 W. River Street  
Providence, Rhode Island 02904-2615

10:47

**FILED**

**LIMITED LIABILITY COMPANY**

**AUG 04 2017**

BY CE 309724

**ARTICLES OF AMENDMENT TO  
ARTICLES OF ORGANIZATION**

Pursuant to the provisions of Section 7-16-12 of the General Laws of Rhode Island, 1956, as amended, the undersigned limited liability company hereby amends its Articles of Organization as follows:

1. The name of the limited liability company is:

PEOpeople, LLC

2. The Articles of Organization of the limited liability company as amended or restated to date are amended as follows:

**[Insert Amendment(s)]**

*(If additional space is required, please list on separate attachment)*

Name change to: Lozen Associates, LLC

2017 AUG -4 AM 10:47  
REGISTRATION  
STATE  
DEPT. OF  
BUS. SVCS. DIV.

3. The effective date of this amendment, if later than the date of the filing of these Articles of Amendment, is:

- Same as filing date -

*(not prior to, nor more than 30 days after, the filing of these Articles of Amendment)*

Under penalty of perjury, I declare and affirm that I have examined these Articles of Amendment, including any accompanying attachments, and that all statements contained herein are true and correct.

Date: August 2, 2017

PEOpeople, LLC  
Print Name of Limited Liability Company

By [Signature]  
Signature of Authorized Person

Wendy Dykeman



State of Rhode Island and Providence Plantations  
Department of State | Office of the Secretary of State  
Nellie M. Gorbea, *Secretary of State*

I, NELLIE M. GORBEA, Secretary of State of the State of Rhode Island  
and Providence Plantations, hereby certify that this document, duly executed in  
accordance with the provisions of Title 7 of the General Laws of Rhode Island, as  
amended, has been filed in this office on this day:

August 04, 2017 10:47 AM

A handwritten signature in cursive script, appearing to read "Nellie M. Gorbea".

Nellie M. Gorbea  
*Secretary of State*

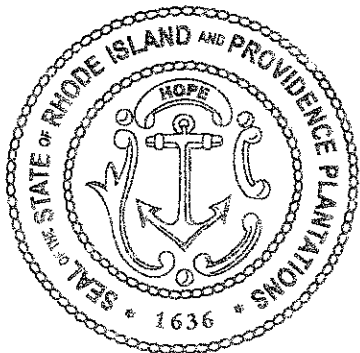


Exhibit 1



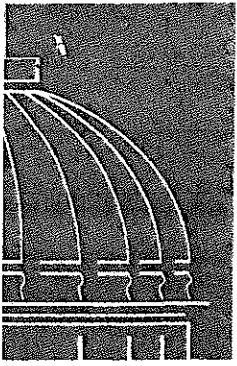
home (/)  
services (/services/)  
clients (/clients/)  
our people (/about/)  
contact (/contact/)

Strategic Planning.  
Operational Effectiveness.  
Resource Optimization.

A  
comprehensive  
consulting

CONTACT

kcooper@lozenass  
(401) 578-7331



# Common Cause RHODE ISLAND Report

Exhibit J

PROVIDING A BLUEPRINT FOR BETTER GOVERNMENT

AUGUST 2016

## 2015-2016 LEGISLATIVE SCORECARD EDITION

### Scores rise with historic ethics and lobbying reform votes

**T**he 2015-2016 General Assembly was one of the most successful for Common Cause in our history. This scorecard reflects that success, with average scores at their highest point in almost a decade. Significant success in Election and Ethics reform lead the way, while Open Government and Judicial Selection weigh down the scores for some lawmakers.

#### CAMPAIGN FINANCE AND ELECTIONS REFORM

Three years ago Common Cause set out an agenda that would change the way we register and vote in Rhode Island. In the last two years we've seen dramatic changes. Under the leadership of Secretary of State Nellie Gorbea, and legislative sponsors Senator Gayle Goldin and Representative Aaron Regunberg, we saw online voter registration pass, and by the time of this newsletter it will be implemented. Another important change has been the purchase of new voting equipment, and a pilot program for electronic poll books. Additionally, in the wake of the Speaker Gordon Fox scandal, we saw minor changes made to Rhode Island's campaign finance laws.

#### ETHICS AND LOBBYING REFORM

For seven years Common Cause sought to put a question before the voters that would restore the full jurisdiction of the Ethics Commission over members of the General Assembly. In 2016 that has finally happened courtesy of resolutions sponsored by Speaker of the House Nicholas Mattiello and Senate President M. Teresa Paiva Weed. Additionally, because of waves of scandals the General Assembly passed, at Secretary of State Nellie Gorbea's behest, a complete overhaul of the state's lobbying laws.

#### JUDICIAL SELECTION

Legislative inaction has been a victory for our judicial selection system in Rhode Island. The "look-back" law that allowed governors to choose judicial candidates off of expired lists from the Judicial Nominating Commission was left to die in the 2015 legislative standoff, and never emerged in 2016.

#### OPEN GOVERNMENT AND RULES

While our initiative to overhaul the state's Open Meetings Act did not advance, there were a number of open government initiatives that saw legislative action. Notably the Raimondo administration spearheaded an effort to overhaul the state's Administrative Procedures Act, opening up the rule-making process and bringing us into line with best practices.

#### SEPARATION OF POWERS

More than a decade after the Separation of Powers Amendments were put in our Constitution, the legislative work necessary to implement them has largely come to a close. Although several pieces of legislation that would have violated our constitutional order were proposed, none received votes. We did see a new challenge to Separation of Powers through a bill that would delegate legislative authority to municipalities in a manner that violates the constitutional order.

# Computing Votes

## Our Mission

Common Cause Rhode Island is a nonpartisan organization whose mission is to promote representative democracy by ensuring open, ethical, accountable, effective government processes at local, state, and national levels by educating and mobilizing the citizens of R.I.

### STATE GOVERNING BOARD

Collin Murphy, *President*  
Joan Gray, *Treasurer*  
Ford Sayre, *Secretary*

Jane Austin, Susan G. Belles,  
Jessica Cigna, Gayle Corrigan,  
Francis DiGregorio, Alan Flink,  
Amy Goins, Brian Heller,  
Kevin McAllister, Brian McGuirk,  
Adam Myers, Ellen O'Hara,  
David Pellegrino, Nancy Rhodes,  
Shawn Selleck, Jed Thorpe,  
Jeffrey Wentzell.

### STATE ADVISORY COUNCIL

Thomas Ewers, *Chair*

Phil Anderson, David A. Brown,  
Joseph L. Dowling, Robert G.  
Flanders, Fred J. Franklin,  
Patricia Fuller, Warren Galkin,  
Doree Goodman, Sheila Hughes,  
Kenneth Newman, Neil Severance,  
Dan Siegel, Richard Silverman,  
Cathy Speer, Nondas Voll,  
Rob Walker, Richard Worrell

### JOHN GARDNER FELLOWS

Alan Hassenfeld, Natalie C.  
Joslin, James C. Miller,  
John Sapinsley (deceased),  
Lila Sapinsley (deceased),  
Henry D. Sharpe, Jr.

### STAFF

John Marion, *Executive Director*  
Vimala Phongsavanh,  
*Assistant Director*

### COMMON CAUSE RHODE ISLAND

245 Waterman Street  
Suite 400A  
Providence, RI 02906  
T: 401.861.2322  
F: 401.331.9676

[www.commoncause.org](http://www.commoncause.org)  
[twitter.com/commoncauseri](https://twitter.com/commoncauseri)  
[facebook.com/commoncauseri](https://facebook.com/commoncauseri)

## NOTING ABSTENTIONS, ABSENCES, AND CONSIDERATION

Common Cause counted 16 Senate votes (weight equals 25) and 17 House votes (weight equals 32) from the Senate and House Journals in this two-year scorecard. Our lobbying, testimony, printed communications, or emails laid out Common Cause positions on most of the issues. In some cases, amendments proposed on the floor of the House and Senate focused the issue more clearly than final votes, or complimented votes on the entire bill. To better draw distinctions about what votes are most important to Common Cause, this scorecard utilizes a three-point scale for ranking votes:

**1 POINT - ROUTINE PRO-VOTES OR ANTI-VOTES BASED ON POSITIONS  
ADVOCATED BY COMMON CAUSE;**

**2 POINT - VOTES THAT UPHOLD OR ATTACK LONG-STANDING,  
CLEARLY ENUNCIATED COMMON CAUSE PRINCIPLES; AND**

**3 POINT - VOTES ON LEGISLATION OR RESOLUTIONS INITIATED BY COMMON CAUSE,  
OR ON ISSUES OF CRITICAL IMPORTANCE TO GOVERNMENT REFORM.**

It's important to note that Common Cause takes positions on issues based on concerns for process rather than issues of substantive public policy. The votes selected for this scorecard reflect that emphasis. A State Governing Board elected by the membership of Common Cause Rhode Island at its Annual Meeting each fall establishes our positions.

The votes are divided into issue areas, including Elections and Campaign Finance, Ethics and Lobbying Reform, Judicial Selection, Open Government and Rules and Separation of Powers. Within these issue areas the number of pro-votes is divided by the total possible in that area (e.g. 3 pro-Common Cause votes out of 4 results is a 75%). On some occasions lawmakers abstain, or recuse, on votes because of potential conflicts. In instances of recusal they are required by law to note the reason for the recusal in the House and Senate Journals. Since the Rhode Island Supreme Court's case in the Irons decision, however, no body exists to sanction legislators who do not recuse when they have a conflict.

The formula used to calculate the final score is:

$$\text{(PRO-VOTES)} / ((\text{PRO-VOTES} + \text{ANTI-VOTES}) + (\text{NON-VOTING}/2)) = \text{(FINAL AVERAGE)}$$

*Common Cause never endorses candidates for any public office. This scorecard reports only how members of the General Assembly voted on particular bills and resolutions of concern to Common Cause. Scoring does not constitute opposition or endorsement.*

In the following section we provide brief descriptions of the bills we scored along with the Common Cause position on the legislation. For example:

*• Year - Chamber Bill Number (Primary sponsor) Final disposition of legislation  
Plain language description of the bill. Explanation of Common Cause support or opposition for the legislation.  
(Number of points allotted)*

# Campaign Finance and Elections Reform

**[HOUSE: 8 VOTES FOR 16 POINTS/SENATE: 8 VOTES FOR 12 POINTS]**

Common Cause has long supported efforts to limit the role of money in politics, and to increase participation in our democracy through voting. A major part of our effort to modernize our elections came to fruition when the General Assembly passed online voter registration; an idea first proposed by Common Cause three years ago.

• 2015-H 5789 Sub A (John DeSimone) Signed by Governor

First in a series of bills dealing with the Gordon Fox scandal, this requires candidates to submit paper copies of their bank statements to the Board of Elections. *Common Cause supports efforts to increase compliance with our campaign finance laws. (Points = 2)*

• 2015-H 5840 Sub A (Robert Craven) Signed by Governor

Second in the series; this requires candidates to maintain campaign money in separate accounts. *Common Cause supports efforts to increase compliance with our campaign finance laws. (Points = 2)*

• 2015-H 5920 (Joy Hearn) Signed by Governor

Third in the series; this requires appointment of a treasurer, other than the candidate themselves, for those with more than \$10,000 in their account. *Common Cause supports efforts to increase compliance with our campaign finance laws. (Points = 2)*

• 2015-S 681 Sub A (Michael McCaffrey) Signed by Governor

Senate companion to the House campaign finance legislation proposed in the wake of the Gordon Fox scandal. *Common Cause supports efforts to increase compliance with our campaign finance laws. (Points = 2)*

• 2015-S 384 As Amended (Daniel DePonte) No vote in House

Prevents candidates with outstanding campaign finance fines from qualifying to run for office. *Common Cause supports efforts to increase compliance with our campaign finance laws. (Points = 1)*

• 2015-S 658 Sub A (Stephen Archambault) No vote in House

Would lift the exemption from the state's Administrative Procedures Act that applies to the Board of Elections. *Common Cause supports efforts to increase transparency in our elections. (Points = 1)*

• 2015-H 6051 Sub A (Aaron Regunberg) No vote in Senate

A key to our elections reform agenda; this legislation creates a system allowing citizens to register online or to update their registration online. *Common Cause supports efforts to modernize our elections, increasing access and accuracy. (Points = 3)*

• 2015-H 6312 Sub A (Kathleen Fogarty)/S 999 Sub A (Cynthia Coyne) Signed by Governor

Switching the authority to purchase new voting equipment from the Board of Elections to the Secretary of State. *Common Cause supports efforts to modernize our elections, increasing access and accuracy. (Points = 1)*

• 2015-S 239 (Harold Metts) No vote in House

This legislation counts incarcerated persons at their home address, not the correctional institution, for purposes of reapportionment and redistricting. *Common Cause supports a reapportionment process that treats all citizens equally. (Points = 1)*

• 2016-H 7024 (Aaron Regunberg)/S 2513 As Amended (Gayle Goldin) Signed by Governor

A key to our elections reform agenda; this legislation creates a system allowing citizens to register online or to update their registration online. *Common Cause supports efforts to modernize our elections, increasing access and accuracy. (Points = 3)*

• 2016-H 7330 (David Coughlin)/S 2415 (Cynthia Coyne) Signed by Governor

Legislation necessary to implement our new voting equipment. *Common Cause supports efforts to modernize our elections, increasing access and accuracy. (Points = 1)*

• 2016-H 7670 (Arthur Handy)/S 2589 (Joshua Miller) No signature required

A resolution calling for a federal Article V Constitutional Convention to overturn the Supreme Court's Citizens United decision. *Although Common Cause opposes the Citizens United decision we believe an Article V convention is too dangerous. (Points = 2)*

# Ethics and Lobbying Reform

**[HOUSE: 2 VOTES FOR 6 POINTS/SENATE: 2 VOTES FOR 6 POINTS]**

Over the last three years Rhode Island has been roiled by scandals involving a lack of lobbying disclosure. An unreported "loan" by a lobbyist to former Speaker Gordon Fox, a former Attorney General who refused to register despite a Pulitzer Prize winning expose, and the failure of anyone to register for the 38 Studios deal.

- 2016-H 7388 Sub A (Robert Jacquard)/S-2361 (Erin Lynch Prata) Signed by Governor

This replaces the legislative and executive lobbying laws with a new, unified lobbying law, expanding its scope, requiring additional reporting, and increasing the penalties for non-compliance. *Common Cause supports lobbying registration and reporting requirements so that citizens know who is trying to influence our government. (Points = 3)*

- 2016-H 8189 Sub A (Nicholas Mattiello)/S 2957 Sub A (M. Teresa Faiva Wood) No signature necessary

This resolution puts a constitutional amendment before the voters that restores the full jurisdiction of the Rhode Island Ethics Commission over members of the General Assembly. *Common Cause supports giving voters the chance to restore the full jurisdiction of the Ethics Commission. (Points = 3)*

## Judicial Selection

**[HOUSE: 1 VOTE FOR 2 POINTS/SENATE: NO VOTES]**

We saw a historically low number of votes on reform to our judicial system in Rhode Island. After failing to pass both chambers in the aborted 2015 session, the Raimondo administration abandoned efforts to expand the pool of candidates.

- 2015-H 6307 (Anastasia Williams) No vote in Senate

A bill that renews the ability of the Governor to select judicial nominees from expired lists provided by the Judicial Nominating Commission for up to five years. *Common Cause opposes efforts that undermine the original intent of our judicial selection process. (Points = 2)*

## Open Government and Rules

**[HOUSE: 4 VOTES FOR 6 POINTS/SENATE: 4 VOTES FOR 5 POINTS]**

While there were no major open government initiatives that passed on the 2015-2016 session, as always there were a number of minor efforts, both positive and negative.

- Amendment to 2015-H 5258 Sub A (Patricia Morgan)

This amendment to the House rules requiring that any member of a committee be allowed time to speak on the merits of a bill prior to its passage. *Common Cause supports more inclusive rules for the House and Senate. (Points = 1)*

- 2015-H 5258 Sub A (Samuel Assinaro)

The biannual House rules; continuing a trend of consolidating power in the office of the Speaker of the House. *Common Cause supports more inclusive rules for the House and Senate. (Points = 2)*

- 2015-S 667 (Hannah Gallo) Signed by Governor

Legislation shielding from the state's open records law evaluations of public school superintendents, principals, teachers, and school employees. *Common Cause opposes overly broad exemptions from our public records law. (Points = 1)*

- 2015-S 719 Sub A (Michael McCaffrey) No vote in House

Changes to the state's Open Meetings Act excluding weekends and holidays from the calculation of 48 (forty-eight) hours' notice. *Common Cause supports increasing transparency in government through greater public notice. (Points = 1)*

- 2016-S 2309 Sub A (Michael McCaffrey) No vote in House

Changes to the state's Open Meetings Act excluding weekends and holidays from the calculation of 48 (forty-eight) hours' notice. *Common Cause supports increasing transparency in government through greater public notice. (Points = 1)*

- 2016-H 7395 Sub A (Joseph Shekarchi)/S 3015 Sub A (William Conley) Signed by Governor

This is a comprehensive rewrite of the rule-making portions of the state's Administrative Procedures Act; including improvements to transparency. *Common Cause supports making the administrative rule-making process more transparent for citizens. (Points = 2)*

- 2016-H 8124 Sub A (Carol Hagan McEntee) No vote in Senate

Provides a narrow exception to the state's public records law for email of researchers at public universities. *Common Cause supports narrowly tailored exceptions to our public records law. (Points = 1)*

## Separation of Powers

**[HOUSE: 2 VOTES FOR 2 POINTS/SENATE: 2 VOTES FOR 2 POINTS]**

After two decades of significant votes, slowly Separation of Powers is taking hold in our constitutional system.

- 15-H 5160 (Patricia Serpa) No vote in Senate

A change to the system for expanding charter schools that requires local approval. *Common Cause opposes delegations of legislative authority to local governments as a violation of Separation of Powers. (Points = 1)*

- 16-H 7051 Sub A As Amended (Patricia Serpa)/S 3075 Sub A As Amended (Hanna Gallo) Signed by Governor

A change to the system for expanding charter schools that requires local approval. *Common Cause opposes delegations of legislative authority to local governments as a violation of Separation of Powers. (Points = 1)*

- 16-S 2538 As Amended (Michael McCaffrey) No vote in House

Brings a number of commissions into line with Separation of Powers. *Common Cause supports continued efforts to bring boards and commissions into line with our constitution. (Points = 1)*



# Rhode Island House of Representatives

First Name	Last Name	District	Party	Ethics (2 votes / weight = 6)	Campaigns and Elections (8 votes / weight=12)	Judicial Reform (0 votes/ weight = 0)	Open Government (4 votes/ weight=5)	Separation of Powers (2 votes/ weight 2)	Pro-CC Votes	Anti-CC Votes	Did Not Vote	Final Score
Marvin L.	Abney	73	D	100%	75%	-100%	-50%	-100%	21	9	2	68%
Mia A.	Ackerman	45	D	100%	75%	-100%	0%	-100%	23	9	0	72%
Edlth H.	Ajello	1	D	100%	81%	100%	0%	-100%	25	5	2	81%
Joseph S.	Almeida	12	D	0%	56%	-50%	0%	-100%	18	7	7	63%
Gregg M.	Amore	65	D	100%	75%	-100%	0%	-100%	23	9	0	72%
Samuel A.	Azzinaro	37	D	100%	75%	-100%	0%	-100%	23	9	0	72%
Jean P.	Barros	59	D	100%	75%	-100%	0%	-100%	23	9	0	72%
David A.	Bennett	20	D	100%	75%	-100%	0%	-100%	23	9	0	72%
Christopher R.	Blazejewski	2	D	100%	75%	-100%	0%	-100%	23	9	0	72%
Dennis M.	Canario	71	D	100%	75%	-100%	0%	-100%	23	9	0	72%
John M.	Carnevale	13	D	100%	19%	-100%	-25%	-100%	16	9	7	56%
Lauren H.	Carson	75	D	100%	75%	-100%	0%	-100%	23	9	0	72%
Stephen M.	Casey	50	D	100%	75%	-100%	0%	-100%	23	9	0	72%
Michael W.	Chippendale	40	R	100%	50%	100%	0%	100%	25	7	0	78%
Arthur J.	Corvese	55	D	100%	55%	-100%	0%	-100%	21	9	2	68%
Doreen M.	Costa	31	R	100%	100%	-100%	0%	100%	27	5	0	84%
Gregory J.	Costantino	44	D	100%	75%	-100%	0%	-100%	23	9	0	72%
David A.	Coughlin, Jr.	60	D	100%	-9%	-100%	0%	-100%	14	9	9	51%
Robert E.	Craven, Sr.	32	D	100%	75%	-100%	0%	-100%	23	9	0	72%
John J.	DeSimone	5	D	100%	75%	-100%	0%	-100%	23	9	0	72%
Grace	Diaz	11	D	100%	56%	-100%	0%	-100%	21	9	2	68%
John G.	Edwards	70	D	100%	75%	-100%	0%	-100%	23	9	0	72%
Deborah A.	Fellela	43	D	100%	38%	-100%	0%	-75%	19	8	5	64%
Blake A.	Filippi	36	I	100%	38%	-100%	0%	100%	22	10	0	69%
Kathleen A.	Fogarty	35	D	100%	75%	100%	0%	-100%	23	9	0	72%
Raymond E.	Gallison, Jr. <sup>1</sup>	69	D	0%	81%	-100%	-50%	-100%	13	7	0	65%
Antonio	Giarrusso	30	R	100%	63%	-100%	33%	100%	25	7	0	78%
Arthur	Handy	18	D	100%	75%	-100%	0%	-100%	23	9	0	72%
Joy	Hearn	66	D	100%	75%	-100%	0%	100%	25	7	0	78%
Raymond A.	Hull	6	D	100%	75%	-100%	0%	-100%	23	9	0	72%
Robert B.	Jacquard	17	D	100%	9%	-100%	0%	-100%	16	9	7	56%
Raymond H.	Johnston, Jr.	61	D	100%	75%	-100%	0%	-100%	23	9	0	72%
Katherine S.	Kazarian	63	D	100%	75%	-100%	0%	-100%	23	9	0	72%
Cale P.	Keable	47	D	100%	75%	-100%	0%	-100%	23	9	0	72%
Brian P.	Kennedy	38	D	100%	75%	-100%	0%	-100%	23	9	0	72%
Donald	Lally <sup>2</sup>	33	D	0%	0%	0%	-50%	0%	0	3	0	0%
Robert B.	Lancla	16	R	100%	63%	-100%	33%	100%	25	7	0	78%
Charlene	Lima	14	D	100%	75%	-100%	0%	-100%	23	9	0	72%
John J.	Lombardi	8	D	100%	75%	-100%	0%	-100%	23	9	0	72%

1. Resigned in May 2016 (missing votes affects score); 2. Resigned in March 2015 (missing votes affects score)  
3. Switched parties from Democratic to Republican in March 2016

# Rhode Island House of Representatives

CONTINUED

First Name	Last Name	District	Party	Ethics (2 votes / weight = 6)	Campaigns and Elections (8 votes / weight=12)	Judicial Reform (0 votes/ weight = 0)	Open Government (4 votes/ weight=5)	Separation of Powers (2 votes/ weight 2)	Pro-CC Votes	Anti-CC Votes	Did Not Vote	Final Score
Karen L.	MacBeth <sup>3</sup>	52	R	0%	38%	-50%	0%	25%	17	5	10	63%
Shelby	Maldonado	56	D	100%	75%	-100%	0%	-100%	23	9	0	72%
Jan P.	Malik	67	D	100%	75%	-100%	25%	-100%	23	6	3	75%
Michael J.	Marcello	41	D	100%	75%	100%	0%	100%	27	5	0	84%
Kenneth A.	Marshall	68	D	100%	28%	-100%	-25%	-100%	17	9	6	59%
Nicholas A.	Mattielo	15	D	100%	75%	-100%	0%	-100%	23	9	0	72%
Carol Hagen	McEntee <sup>1</sup>	33	D	100%	38%	-100%	50%	-100%	17	6	0	74%
Daniel P.	McKiernan	7	D	100%	75%	-100%	0%	-100%	23	9	0	72%
James	McLaughlin	57	D	100%	100%	-100%	0%	-75%	25	6	1	79%
Joseph M.	McNamara	19	D	100%	75%	-100%	0%	-100%	23	9	0	72%
Helio	Melo	64	D	100%	75%	-100%	0%	-100%	23	9	0	72%
Mary	Messier	62	D	100%	75%	-100%	0%	-100%	23	9	0	72%
Patricia L.	Morgan	26	R	100%	63%	-50%	33%	25%	24	5	3	79%
Michael A.	Morin	49	D	100%	75%	-100%	0%	-100%	23	9	0	72%
Robert A.	Nardolillo	28	R	100%	100%	-100%	0%	100%	27	5	0	84%
Eileen S.	Naughton	21	D	100%	28%	-100%	0%	-100%	18	9	5	61%
Brian C.	Newberry	48	R	100%	34%	-100%	0%	-100%	19	10	3	62%
Jared R.	Nunes	25	D	100%	75%	-100%	0%	100%	25	7	0	78%
William W.	O'Brien	54	D	100%	75%	-100%	0%	-100%	23	9	0	72%
Jeremiah T.	O'Grady	46	D	100%	75%	-100%	0%	-100%	23	9	0	72%
Thomas A.	Palangio	3	D	-100%	53%	-100%	-75%	-75%	11	6	15	45%
Robert D.	Phillips	51	D	100%	25%	-100%	0%	-100%	19	13	0	59%
Justin	Price	39	R	100%	53%	-100%	0%	100%	23	8	1	73%
J. Aaron	Regunberg	4	D	100%	81%	-100%	0%	-100%	23	7	2	74%
Daniel P.	Reilly	72	R	100%	63%	-100%	8%	-100%	22	9	1	70%
Sherry	Roberts	29	R	100%	63%	-100%	0%	-100%	22	10	0	69%
Deborah	Ruggiero	74	D	100%	75%	-100%	0%	-100%	23	9	0	72%
Patricia A.	Serpa	27	D	100%	75%	-100%	0%	-100%	23	9	0	72%
K. Joseph	Shekarchi	23	D	100%	75%	-100%	0%	-100%	23	9	0	72%
Scott A.	Slater	10	D	100%	75%	-100%	0%	-75%	23	8	1	73%
Joseph J.	Solomon, Jr.	22	D	100%	75%	-100%	0%	-100%	23	9	0	72%
Teresa Ann	Tanzi	34	D	100%	75%	-100%	0%	-100%	23	9	0	72%
Carlos E.	Tobon	58	D	100%	66%	-100%	0%	-100%	22	9	1	70%
Joseph A.	Trillo	24	R	100%	63%	-100%	-8%	-100%	21	8	3	69%
Stephen R.	Ucci	42	D	100%	19%	-100%	25%	-100%	17	6	9	62%
Anastasia P.	Williams	9	D	100%	75%	-100%	0%	-100%	23	9	0	72%
Thomas	Winfield	53	D	100%	75%	-100%	0%	-100%	23	9	0	72%
<b>Total Votes and Average Percentages:</b>				93.42%	65%	-89%	-0.99%	-67.76%	1649	626	107	69.73%

1. Elected in June 2015 to replace Representative Donald Lally (missing votes affects score)

# Rhode Island Senate

First Name	Last Name	District	Party	Ethics (2 votes / weight = 6)	Campaigns and Elections (8 votes / weight=12)	Judicial Reform (0 votes/ weight = 0)	Open Government (4 votes /weight=5)	Separation of Powers (2 votes/ weight 2)	Pro-CC Votes	Anti-CC Votes	Did Not Vote	Final Score
Dennis L.	Algiere	38	R	100%	67%	NV	60%	0%	21	4	0	84%
Stephen R.	Archambault	22	D	100%	67%	NV	60%	0%	21	4	0	84%
Frank A.	Ciccone, III	7	D	100%	54%	NV	-30%	0%	17	4	4	73.91%
William J.	Conley, Jr.	18	D	100%	67%	NV	60%	0%	21	4	0	84%
Marc A.	Cote	24	D	100%	67%	NV	60%	0%	21	4	0	84%
Cynthia A.	Coyne	32	D	100%	54%	NV	60%	0%	20	4	1	81.63%
Elizabeth A.	Crowley	16	D	100%	17%	NV	30%	-75%	15	4	6	68.18%
Daniel	Da Ponte	14	D	100%	67%	NV	30%	0%	20	4	1	81.63%
Louis P.	DIPalma	12	D	100%	42%	NV	60%	0%	19	4	2	79.17%
James E.	Doyle, II	8	D	25%	54%	NV	40%	0%	16	3	6	72.73%
Walter S.	Felag, Jr.	10	D	100%	67%	NV	60%	0%	21	4	0	84%
Paul W.	Fogarty	23	D	100%	67%	NV	60%	0%	21	4	0	84%
Hanna M.	Gallo	27	D	100%	54%	NV	60%	0%	20	4	1	81.63%
Mark W.	Gee	35	R	100%	67%	NV	60%	100%	22	3	0	88%
Gayle L.	Goldin	3	D	100%	67%	NV	60%	0%	21	4	0	84%
Maryellen	Goodwin	1	D	100%	67%	NV	60%	-75%	20	4	1	81.63%
Paul V.	Jabour	5	D	100%	67%	NV	60%	0%	21	4	0	84%
Nicholas D.	Kettle	21	R	100%	67%	NV	60%	100%	22	3	0	88%
Frank S.	Lombardi	26	D	100%	75%	NV	60%	0%	21	2	2	87.5%
Frank S.	Lombardo, III	25	D	100%	67%	NV	60%	0%	21	4	0	84%
Erin P.	Lynch Prata	31	D	100%	67%	NV	60%	0%	21	4	0	84%
Michael J.	McCaffrey	29	D	100%	42%	NV	60%	0%	19	4	2	79.17%
Harold M.	Metts	6	D	100%	67%	NV	60%	0%	21	4	0	84%
Joshua	Miller	28	D	100%	54%	NV	30%	0%	19	4	2	79.17%
Elaine J.	Morgan	34	R	100%	67%	NV	60%	100%	22	3	0	88%
Donna M.	Nesselbush	15	D	100%	42%	NV	60%	0%	19	4	2	79.17%
Edward J.	O'Neill	17	I	100%	67%	NV	60%	100%	22	3	0	88%
Christopher	Ottiano <sup>1</sup>	11	R	0%	50%	NV	-30%	0%	6	1	1	80%
John A.	Pagllarini, Jr. <sup>2</sup>	11	R	100%	17%	NV	60%	0%	14	3	0	82.35%
M. Teresa	Paiva Weed	13	D	100%	75%	NV	60%	0%	21	2	2	87.5%
Ryan W.	Pearson	19	D	100%	67%	NV	40%	0%	20	3	2	83.33%
Roger A.	Picard	20	D	100%	67%	NV	60%	0%	21	4	0	84%
Juan M.	Pichardo	2	D	25%	17%	NV	30%	0%	13	4	8	61.9%
Leonidas P.	Raptakis	33	D	100%	42%	NV	60%	-75%	18	4	3	76.6%
Dominick J.	Ruggerio	4	D	100%	54%	NV	60%	0%	20	4	1	81.63%
Adam J.	Satchell	9	D	100%	67%	NV	70%	0%	21	3	1	85.71%
James C.	Sheehan	36	D	100%	67%	NV	60%	0%	21	4	0	84%
V. Susan	Sosnowski	37	D	100%	67%	NV	60%	0%	21	4	0	84%
William A.	Walaksa	30	D	100%	67%	NV	60%	25%	21	3	1	85.71%
<b>Total Votes and Average Percentages:</b>				93.59%	58.33%	NV	51.54%	5.13%	761	140	48	82.01%

1. Resigned October 2015 (missing votes affects score); 2. Elected in January 2016 to replace Senator Christopher Ottiano (missing votes affects score)

**Exhibit K**

**MINUTES OF THE OPEN SESSION  
OF THE RHODE ISLAND ETHICS COMMISSION**

**August 18, 2015**

The Rhode Island Ethics Commission held its 10<sup>th</sup> meeting of 2015 at 9:00 a.m. at the Rhode Island Ethics Commission conference room, located at 40 Fountain Street, 8th Floor, Providence, Rhode Island, on Tuesday, August 18, 2015, pursuant to the notice published at the Commission offices, the State House Library, and electronically with the Rhode Island Secretary of State.

The following Commissioners were present:

Ross Cheit, Chair	Timothy Murphy
Robert A. Salk, Secretary	Marisa A. Quinn
Mark B. Heffner	

Also present were Edmund L. Alves, Jr., Commission Legal Counsel; Kent A. Willever, Commission Executive Director; Katherine D'Arezzo, Senior Staff Attorney; Jason Gramitt, Education Coordinator/Staff Attorney; Staff Attorneys Teresa Giusti and Amy C. Stewart; and Commission Investigators Steven T. Cross, Peter J. Mancini and Gary V. Petrarca.

At 9:03 a.m., the Chair opened the meeting. The first order of business was:

**Approval of minutes of the Open Session held on July 21, 2015.**

Upon motion made by Commissioner Quinn and duly seconded by Chair Cheit, it was

VOTED: To approve minutes of the Open Session held on July 21, 2015.

AYES: Marisa A. Quinn; Robert A. Salk; Ross Cheit.

ABSTENTIONS: Mark B. Heffner; Timothy Murphy.

The next order of business was:

**Advisory Opinions.**

The advisory opinions were based on draft advisory opinions prepared by Commission Staff for review by the Commission and were scheduled as items on the Open Session Agenda for this date.

The first advisory opinion was that of:

**Priya Banerjee, M.D.**, an Assistant Medical Examiner for the State of Rhode Island, requesting an advisory opinion regarding whether the Code of Ethics prohibits her from working, on her own time, as a private consultant medical examiner and/or expert witness on cases outside of Rhode Island.

Staff Attorney Stewart presented the Commission Staff recommendation. The Petitioner was present. In response to Commissioner Heffner, the Petitioner explained that most of the consulting work would involve

reviewing reports and medical records as an expert in civil litigation. She stated that such work could be done on nights and weekends. She informed that, because most of her connections are in Maryland, she did not anticipate problems with following the guidelines set forth in the advisory opinion and by the Department of Health to not work on cases subject to the jurisdiction of Rhode Island state and federal courts or involving Rhode Island residents as either the decedent or a party to litigation or a criminal complaint. Upon motion made by Commissioner Salk and duly seconded by Commissioner Murphy, it was unanimously

**VOTED:** To issue an advisory opinion, attached hereto, to Priya Banerjee, M.D., an Assistant Medical Examiner for the State of Rhode Island.

The final advisory opinion was that of:

**Jeanne M. Boyle**, the Planning Director for the City of East Providence, who also serves as the Executive Director of the East Providence Waterfront District Commission, requesting an advisory opinion regarding whether the Code of Ethics prohibits her from participating in the City's and/or the Waterfront Commission's evaluation of zoning relief sought by Express Mattress Recyclers, LLC, given that she is also a member of the Rhode Island Resource Recovery Corporation.

Staff Attorney Stewart presented the Commission Staff recommendation. The Petitioner was present. Upon motion made by Commissioner Murphy and duly seconded by Commissioner Heffner, it was unanimously

**VOTED:** To issue an advisory opinion, attached hereto, to Jeanne M. Boyle, the Planning Director for the City of East Providence.

The next order of business was:

#### **Director's Report.**

Executive Director Willever reported that there were five (5) complaints and three (3) advisory opinions pending. He stated that four (4) APRA requests were granted since the last meeting, all of which were completed within one (1) business day.

The next order of business was:

#### **Discussion and potential vote re: Common Cause Rhode Island's Petition for Adoption of Regulation – Online Posting of Financial Disclosure Statements.**

Gayle Corrigan, a member of the governing board of Common Cause Rhode Island ("Common Cause"), stated that she was appearing on behalf of John Marion, Executive Director of Common Cause Rhode Island. Ms. Corrigan informed that seventeen states have rules that require online posting of financial disclosure statements ("statements"). She stated that the Commission previously posted some statements online but that is no longer the practice. She stated that she understood that the previously posted statements were not redacted, and she questioned whether, in the future, such statements should be redacted if they are posted online. Ms. Corrigan stated that Common Cause filed this petition to initiate a discussion about best practices and policies for posting the statements online.

Chair Cheit advised that the statements of state elected officials were previously posted on the Commission's website for a few years. He stated that they were removed after the Commission received objections from members of the legislature that they, as a group, were being singled out. He explained that the Commission, at the time, did not have the ability to post all of the statements online and, therefore, decided to remove the state elected officials' statements from its website.

Commissioner Murphy stated that the complaints before the Commission are very political and show unequal enforcement of rules regarding financial disclosure. He informed that there is no auditing of the statements. He stated that he supported making the statements more accessible to the public.

In response to Chair Cheit, Ms. Corrigan stated that she has no knowledge as to whether Common Cause has ever had difficulty obtaining statements from the Commission. Chair Cheit stated that he did not know of any agency with quicker response times to Access to Public Records Act ("APRA") requests. He informed that most APRA requests for statements are completed within one day, and some within one hour. Commissioner Murphy noted that the Board of Elections has all of its filings online.

Staff Attorney Gramitt also described the Commission staff's fast turnaround for the completion of APRA requests for statements. In response to Chair Cheit, Staff Attorney Gramitt stated that the statements are public records under APRA. He questioned whether the Commission had the authority to carve out an exception to APRA by regulation. He explained that Common Cause's petition, which invoked the rulemaking procedures under the Administrative Procedures Act ("APA"), must be approved or denied by the Commission within thirty days of its receipt. He stated that if the Commission approved the petition, it would have to initiate rulemaking, but here there is no proposed regulatory language to work with. He stated that if the Commission denied the petition, it could pursue other options including workshops and eventual rulemaking that might still achieve Common Cause's goal of starting a discussion about making the statements available online.

Discussion ensued about holding a workshop to receive input from the public and those required to file statements about whether the statements should be posted online. The Commission reached a consensus that such a workshop would be a prudent next step in evaluating the questions raised by Common Cause's petition. Commissioner Heffner inquired whether Common Cause wished to withdraw its rulemaking petition, given the Commission's decision to hold a workshop to address issues raised relating to posting statements online. Discussion ensued. Ms. Corrigan stated that she was pleased with the Commission's discussions today. Ms. Corrigan withdrew Common Cause's rulemaking petition from the Commission's consideration.

Discussion ensued. Upon motion made by Commissioner Murphy and duly seconded by Commissioner Heffner, it was unanimously

VOTED: To convene a financial disclosure workshop to assess whether the Commission's forms and processes are achieving the goals of transparency and accountability, including, but not limited to, the issue of online access to financial statements.

The next order of business was:

### **Executive Session.**

At 10:18 a.m., upon motion made by Commissioner Murphy and duly seconded by Commissioner Quinn, it was unanimously

VOTED: To go into Executive Session, to wit:

1. Motion to approve the minutes of the Executive Session held on July 21, 2015.
2. In re: Ronald J. Areglado, Complaint No. 2015-5, pursuant to R.I. Gen. Laws § 42-46-5(a)(2) and (4).

The Commission reconvened in Open Session at approximately 10:57 a.m. Upon motion made by Commissioner Quinn and duly seconded by Commissioner Heffner, it was unanimously

VOTED: To seal the minutes of the Executive Session held on August 18, 2015.

The next order of business was:

**Report on Actions Taken in Executive Session.**

Chair Cheit reported that the Commission took the following actions in Executive Session:

1. Voted to approve the minutes of the Executive Session held on July 21, 2015.  
[Reporter's note – The vote was as follows:  
AYES: Marisa A. Quinn; Robert A. Salk; Ross Cheit.  
ABSTENTIONS: Timothy Murphy; Mark B. Heffner.]
2. The Commission took no action in the matter of In re: Ronald J. Areglado, Complaint No. 2015-5.

The final order of business was:

**New Business**

Chair Cheit stated that the **Discussion of a potential vote re: Proposed Schedule of Fines and Penalties for the Informal Disposition of Qualifying Financial Disclosure Complaints** has been continued to the next Commission meeting which will be held on September 22, 2015. He informed that the Commission's meeting on September 1, 2015, has been cancelled.

At 10:59 a.m., upon motion made by Commissioner Quinn and duly seconded by Commissioner Heffner, it was unanimously

VOTED: To adjourn.

Respectfully submitted,

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Robert A. Salk  
Secretary