



Rhode Island Turnpike and Bridge Authority

One East Shore Road | P.O. Box 437 | Jamestown, Rhode Island 02835-0437

NOTICE

(Posted January 30, 2015)

There will be a meeting of the Rhode Island Turnpike and Bridge Authority on Wednesday, February 4, 2015, 8:30 A.M., at the Authority's office in Jamestown.



Rhode Island Turnpike and Bridge Authority

One East Shore Road | P.O. Box 437 | Jamestown, Rhode Island 02835-0437

Agenda February 4, 2015 8:30 AM

1. Call to Order: Stephen C. Waluk, Chairman
2. Public Comments:
3. Approval: Minutes of the December 10, 2014 meeting
4. Approval: Pannone Lopes Devereaux & West LLC
Professional Services for the months of June and December, 2014
and January, 2015

\$24,598.28
5. Approval: Adler Pollock & Sheehan P.C.
Professional Services for the months of November and December,
2014

\$11,728.44
6. Ratifications:

Aetna Bridge Company - Requisition #23	\$131,332.04
Keville Enterprises - Requisition # 23	35,365.07
Parsons Brinkerhoff Inc - Requisition # 23	54,868.32
Aetna Bridge Company - Requisition #24	572,656.64
Aetna Bridge Company - Requisition #25	392,704.82
Parsons Brinkerhoff Inc - Requisition #25	\$12,785.84
Keville Enterprises - Requisition #25	25,041.93
Amman & Whitney - 10-14	101,150.49
J.A.M. Materials - Exit Ramp	22,120.00
Modjeski and Masters, Inc	
Mt. Hope 2014 Annual Inspection	84,896.52
Parsons Brinkerhoff Inc	
Median Barrier	5,314.14
Total	<u>\$1,438,235.81</u>

7. Ratification: Mass Mutual/Reliance Trust Company
RITBA Retirement Plan (401k)

8. Discussion/Approval: Settlement of Arbitration with
Cardi Corporation Regarding: Mt. Hope Project

9. Discussion/Approval: Accountability & Transparency Act

10. Discussion/Approval: Mt. Hope Septic System

11. Executive Director's Report
 - Meetings / Upcoming Events
 - Staff Report
 - CFO Report
 - Director of Engineering Report
 - Operations, Safety & Security
 - E-ZPass
 - Maintenance
 - Technology

12. Executive Session
Pursuant to RI General Laws 42-46-5 (a) (2)
Potential Litigation
Litigation
Pursuant to RI General Laws 42-46-5(a) (3)
Security Matters

A meeting of the Rhode Island Turnpike and Bridge Authority was held on Wednesday, December 10, 2014, at the Authority's office in Jamestown.

The meeting was called to order at 8:30 A.M. by Chairman, Stephen C. Waluk

Members Present:

Stephen C. Waluk, Chairman
Darrell Waldron
Deborah M. Brayton
Richard S. Humphrey
Michael P. Lewis, Director DOT

Invited Guests:

Buddy Croft, Executive Director
Nancy E. Parrillo, CFO
James Swanberg, Director of Operations, Safety & Security
Eric Offenber, Director of Engineering
Kathi O'Connor, Electronic Toll Collection Manager
James Romano, Chief of Maintenance
Michael Bonsignore, Chief Technology Officer
JoAnn Head, Executive Assistant
Katie Coleman, E-ZPass Supervisor
William O'Gara, Legal Counsel

Item No. 2

No Public Comments

Antone Viveiros of STOP questioned item number 9, Award of 4x4 Bucket Truck and Item number 18, State Map.

Item No. 3

Motion by Deborah M. Brayton, seconded by Richard S. Humphrey, passed unanimously to approve the minutes of November 12, 2014 meeting.

Item No. 4

Motion by Deborah M. Brayton, seconded by Richard S. Humphrey, passed unanimously to approve:

Pannone Lopes & Devereaux & West

Professional Services for the month of November, 2014

\$ 11,103.94

Item No. 5

Motion by Richard S. Humphrey, seconded by Deborah M. Brayton, passed unanimously to approve:

Adler Pollock & Sheehan

Professional Services for the month of October, 2014

\$ 5,073.44

Item No. 6

Motion by Deborah M. Brayton, seconded by Richard S. Humphrey, passed unanimously to approve:
Taft & McSally LLP for the months of May, June, July & August, 2013 & 2014

\$ 10,305.00

Item No. 7

Motion by Deborah M. Brayton, seconded by Richard S. Humphrey, passed unanimously to ratify:
Aetna Bridge Company Requisition #20 \$ 491,078.75

Aetna Bridge Company Requisition	671,059.25
PB Americas, Inc. Requisition	16,355.28
Keville Enterprises Requisition #21	60,688.48

Aetna Bridge Company Requisition #22	<u>1,120,798.54</u>
Total	<u>\$2,359,980.30</u>

Item No. 8

Motion by Deborah M. Brayton, seconded by Richard S. Humphrey, passed unanimously, in the form of a resolution, to approve and award Contract 14-13, Street Sweeper to Donovan Equipment Company, Inc. at a cost not-to-exceed \$222,900.00.

Item No. 9

Motion by Richard S. Humphrey, seconded by Deborah M. Brayton, passed unanimously, in the form of a resolution, to approve and award Contract 14-14, 4x4 Bucket Truck to RGB, Inc. at a cost not-to-exceed \$71,995.00.

Item No. 10

Motion by Richard S. Humphrey, seconded by Deborah M. Brayton, passed unanimously, in the form of a resolution, to approve and award Contract 14-15, Attenuator and Arrow Board to Bain Cur, Inc. at a cost not-to-exceed \$28,225.00.

Item No. 11

Motion by Richard S. Humphrey, seconded by Deborah M. Brayton, passed unanimously, in the form of a resolution, to approve and award Construction Support Services on the Newport/Pell Bridge regarding Contract 14-12 to Parsons Brinckerhoff in the amount of \$71,000.00 and Keville Enterprises in the amount of \$91,168.80.

Item No. 12

Motion by Richard S. Humphrey, seconded by Darrell Waldron, passed unanimously, in the form of a resolution, to approve CDM Smith Proposal for Comprehensive Signage Program for Newport Ramps, Newport/Pell Bridge, Toll Plaza, 138 Connector Road, Jamestown Bridge to Route 1A in an amount not-to-exceed \$56,850.00. This will coordinate all signs and incorporate changes necessary for E-ZPass, Median and RIDOT safety study recommendations.

Item No. 13

Motion by Deborah M. Brayton, seconded by Richard S. Humphrey, passed unanimously, in the form of a resolution, to approve CDM Smith – 2012 Master Services Agreement Task Order No. 5 Proposal for design, bid services, and Construction Support Services for new security camera installation (as approved by federal grant) on Jamestown and Sakonnet River Bridge in the amount of \$61,820.00.

Item No. 14

Motion by Richard S. Humphrey, seconded by Darrell Waldron, passed unanimously, in the form of a resolution, to approve funding Pare Engineers Contract to DOT for Design and Inspection, and Construction Support Services for repair and upgrades to the storm water pump station and all associated drainage at a cost not-to-exceed \$271,774.40.

Item No. 15

Motion by Richard S. Humphrey, seconded by Darrell Waldron, passed unanimously, in the form of a resolution, to approve the Ten Year Capital Improvement Plan for the Claiborne Pell, Sakonnet River, Jamestown and Mount Hope Bridges, Jamestown Connector (Rt. 138) and Facilities.

Item No. 16

Motion by Deborah M. Brayton, seconded by Richard S. Humphrey, passed unanimously, in the form of a resolution, to approve the Implementation of Court-Assisted Settlement of Cohen Litigation.

Item No. 17

Motion by Richard S. Humphrey, seconded by Darrell Waldron, passed unanimously, in the form of a resolution, to approve a new permitting system and rates for overweight and overwide loads for Newport/Pell and Mt. Hope Bridges.

Item No. 18

No vote was taken.

Item No. 19

Executive Director's Report

- Passage of Accountabilities & Transparency Act and there will be recommendations and draft policies presented to the Board at our next meeting to keep us in compliance with the new legislation.
- Median Barrier

The Board suspended the regular board meeting to convene an Executive Session which was called to order at 8:53 A.M. in accordance with Rhode Island's Open Meeting Law, R.I.G.L. 42-26-5(a)(1), (2), (3) and (5) upon motion made by Richard Humphrey and seconded by Michael Lewis. All Board members present voted aye.

At 9:45 a.m. a motion to exit Executive Session and seal the minutes was made by Deborah Brayton and seconded by Richard Humphrey. At 9:45 a.m. a motion to adjourn the public meeting was made by Deborah Brayton and seconded by Richard Humphrey. There were no discussions on the motions. The motions passed unanimously and the Executive Committee exited Executive Session at 9:47 a.m.



Buddy Croft
Secretary

PANNONE LOPEJ DEVEREAUX & WEST LLC
COUNSELORS AT LAW

Rhode Island Turnpike & Bridge Authority
Attn: Earl Croft, III
1 East Shore Road
Jamestown, RI 02835

June 4, 2014

Invoice Number 21279
Federal Tax ID #11-3769678

RE: General

Client Number 356
Matter Number 790

DATE	ATTY	DESCRIPTION	HOURS	RATE	AMOUNT
1/May/14	WEO	Multiple telephone conferences with client.	.80	200.00	160.00
5/May/14	WEO	Telephone conference with B. Croft.	.20	200.00	40.00
6/May/14	BJL	Correspond with S. Waluk regarding tomorrow's board meeting; prepare for tomorrow's board meeting; review and analyze various documents/details re: same; summarize/identify current issues relating to Cardi and Cohen litigations for potential discussions in executive session; review and analyze bylaws in connection with voting procedure.	1.40	200.00	280.00
6/May/14	BLR	Review of Board Packet materials and Agenda in	1.20	200.00	240.00

317 IRON HORSE WAY, SUITE 301
PROVIDENCE, RHODE ISLAND 02908

PANNONE LOPES DEVEREAUX & WEST LLC
COUNSELORS AT LAW

WWW.PLDW.COM
T 401 824 5100 F 401 824 5123

PANNONE LOPES DEVEREAUX & WEST LLC
COUNSELORS AT LAW

Invoice # 21279

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June 4, 2014

DATE	ATTY	DESCRIPTION	HOURS	RATE	AMOUNT
		furtherance of drafting Resolutions of Board for May 7, 2014 meeting; draft Resolutions.			
7/May/14	BJL	Prepare for and attend annual board meeting at RITBA's offices; review and analyze various documents, news reports, bylaws, meeting notice, and other details relating to pending litigation with an eye toward executive session; review proposed resolutions for consideration by board at meeting; confer with B. Croft regarding same; revise resolution regarding fencing; correspondence re: same and executive session minutes.	3.20	200.00	640.00
7/May/14	WEO	Multiple telephone conferences with B. Croft.	.70	200.00	140.00
8/May/14	WEO	Multiple telephone conferences with client; attention to minutes.	.80	200.00	160.00
9/May/14	WEO	Lengthy meeting with B. Croft regarding open matters; review contract provisions related to Duncan.	2.30	200.00	460.00
12/May/14	WEO	Multiple telephone conferences with B. Croft; review Duncan contract provisions.	1.20	200.00	240.00

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WWW.PLDW.COM
T 401 824 5100 F 401 824 5123

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Invoice # 21279

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June 4, 2014

DATE	ATTY	DESCRIPTION	HOURS	RATE	AMOUNT
13/May/14	TRG	Attention to possible termination of LES services contract - Review and analyze LES contract termination provisions and related file documents; develop strategy with respect to same.	1.40	200.00	280.00
13/May/14	WEO	Meeting with B. Croft regarding contract issues; attention to same.	1.50	200.00	300.00

Summary by Attorney

Attorney	Staff Level	Hours	Rate	Amount
William E. O'Gara	Partner	7.50	200.00	1,500.00
Brian J. Lamoureux	Partner	4.60	200.00	920.00
Benjamin L. Rackliffe	Associate	1.20	200.00	240.00
Thomas R. Gonnella	Associate	1.40	200.00	280.00
Totals		14.70	\$	2,940.00

DISBURSEMENTS

8/May/14	Travel	29.95	
Totals		\$	29.95

Total Fee & Disbursements	Amount	\$	2,969.95
Retainers Applied		\$.00
Balance Now Due		\$	2,969.95

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PANNONE LOPES DEVEREAUX & WEST LLC
COUNSELORS AT LAW

WWW.PLDW.COM
T 401 824 5100 F 401 824 5123

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COUNSELORS AT LAW

Rhode Island Turnpike & Bridge Authority
Attn: Earl Croft, III
1 East Shore Road
Jamestown, RI 02835

Billing Attorney: Bernard A. Jackvony

January 7, 2015

Invoice Number 23641
Federal Tax ID #11-3769678

RE: General

Client Number 356
Matter Number 790

DATE	ATTY	DESCRIPTION	HOURS	RATE	AMOUNT
1/Dec/14	BJL	Correspondence from J. Swanberg re: toll violator evidence package; review and analyze same as well as terms and conditions for EZPass account holders; initial review and analysis of PCI/policies from J. Swanberg	.40	200.00	80.00
1/Dec/14	WEO	Review request for public records; respond to same.	.20	200.00	40.00
2/Dec/14	WEO	Telephone conference with client; review contract documents; follow up with client regarding same.	1.20	200.00	240.00
5/Dec/14	WEO	Meeting with client in Jamestown regarding security issues.	2.20	200.00	440.00
8/Dec/14	BLR	Review of board packet	5.20	200.00	1,040.00

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COUNSELORS AT LAW

WWW.PL.DW.COM
T 401 824 5100 F 401 824 5123

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Invoice # 23641

Page 2

January 7, 2015

DATE	ATTY	DESCRIPTION	HOURS	RATE	AMOUNT
		materials in furtherance of drafting voluminous resolutions of the board of directors in anticipation of monthly meeting; draft voluminous board resolutions for meeting.			
8/Dec/14	WEO	Telephone conference with client; telephone conference with counsel requesting documents; attention to same; review bond resolution.	.80	200.00	160.00
9/Dec/14	WEO	Telephone conference with client regarding record production; telephone conference with counsel.	.40	200.00	80.00
10/Dec/14	WEO	Attend board meeting; follow up with client regarding document production; prepare minutes for Executive Session.	2.50	200.00	500.00

Summary by Attorney

Attorney	Staff Level	Hours	Rate	Amount
William E. O'Gara	Partner	7.30	200.00	1,460.00
Brian J. Lamoureux	Partner	.40	200.00	80.00
Benjamin L. Rackliffe	Associate	5.20	200.00	1,040.00
Totals		12.90	\$	2,580.00

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PANNONE LOPES DEVEREAUX & WEST LLC
COUNSELORS AT LAW

WWW.PLDW.COM
T 401 824 5100 F 401 824 5123

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Invoice # 23641

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January 7, 2015

DISBURSEMENTS

12/Dec/14	Photocopies	12.50	
15/Dec/14	Travel	34.72	
24/Dec/14	Postage	2.24	
	Totals	\$	49.46
	Total Fee & Disbursements	\$	2,629.46
	Payments Applied	\$.00
	Balance Now Due	\$	2,629.46

PANNONE LOPES DEVEREAUX & WEST LLC
COUNSELORS AT LAW

Rhode Island Turnpike & Bridge Authority
Attn: Earl Croft, III
1 East Shore Road
Jamestown, RI 02835

January 7, 2015

Invoice Number 23448
Federal Tax ID #11-3769678

RE: Records Retention

Client Number 356
Matter Number 2365

DATE	ATTY	DESCRIPTION	HOURS	RATE	AMOUNT
19/Dec/14	BJL	Correspond w/ N. Parrillo re: records retention for financial records; review RI Secretary of State guidance re: same	.30	200.00	60.00 ✓

Summary by Attorney

Attorney	Staff Level	Hours	Rate	Amount
Brian J. Lamoureux	Partner	.30	200.00	60.00
Totals		.30	\$	60.00 ✓
Total Fee & Disbursements			\$	60.00
Payments Applied			\$.00
=====				

PANNONE LOPES DEVEREAUX & WEST LLC
COUNSELORS AT LAW

Rhode Island Turnpike & Bridge Authority
Attn: Earl Croft, III
1 East Shore Road
Jamestown, RI 02835

January 28, 2015

Invoice Number 23633
Federal Tax ID #11-3769678

RE: General

Client Number 356
Matter Number 790

DATE	ATTY	DESCRIPTION	HOURS	RATE	AMOUNT
6/Jan/15	BJL	Correspond with J. Swanberg re: PCI policy review	.10	200.00	20.00 ✓
8/Jan/15	BJL	Prepare for and attend meeting with J. Swanberg re: PCI policies; review and analyze details re: same and next steps for review and revisions	1.20	200.00	240.00 ✓
8/Jan/15	WEO	Telephone conference with client regarding public records request; telephone conference with counsel regarding same.	.30	200.00	60.00 ✓
15/Jan/15	BJL	Review and analyze and comment upon PCI policies prepared by J. Swanberg; strategize issues and potential changes re: same	.20	200.00	40.00 ✓
20/Jan/15	BJL	Substantial review, analysis, and editing of Payment Card	.80	200.00	160.00 ✓

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COUNSELORS AT LAW

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T 401 824 5100 F 401 824 5123

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Invoice # 23633

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January 28, 2015

DATE	ATTY	DESCRIPTION	HOURS	RATE	AMOUNT
		Industry (PCI) documents provided by J. Swanberg; review details re: requirements for same			
20/Jan/15	WEO	Telephone conference with counsel; attention to document production; review documents to be produced.	1.50	200.00	300.00 ✓
21/Jan/15	BJL	Confer w/ RITBA team re: Traffic Tribunal procedure going forward	.20	200.00	40.00 ✓
21/Jan/15	WEO	Telephone conference regarding public records request related to site LLC.	.20	200.00	40.00 ✓
22/Jan/15	BJL	Correspondence from N. Parrillo re: bounced check issue; review details of letter re: same; strategize approach and next steps in light of statutes	.70	200.00	140.00 ✓
22/Jan/15	WEO	Telephone conference with B. Croft; review contract issue; review PUC issue related to solar project.	1.90	200.00	380.00 ✓
23/Jan/15	BJL	Draft and revise bad check letter to Hope Transport; review RI General Laws re: same; correspond w/ N. Parrillo re: same and next steps	.60	200.00	120.00 ✓
26/Jan/15	BJL	Correspondence w/ and confer	.20	200.00	40.00 ✓

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COUNSELORS AT LAW

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T 401 824 5100 F 401 824 5123

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Invoice # 23633

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January 28, 2015

DATE	ATTY	DESCRIPTION	HOURS	RATE	AMOUNT
		Buddy Croft re: violator legislation; correspondence w/ RITBA team re: same and applicability to unpaid tolls			

Summary by Attorney

Attorney	Staff Level	Hours	Rate	Amount
William E. O'Gara	Partner	3.90	200.00	780.00
Brian J. Lamoureux	Partner	4.00	200.00	800.00
	Totals	7.90	\$	1,580.00 ✓

DISBURSEMENTS

21/Jan/15 Meals	156.91

Totals	\$ 156.91

Total Fee & Disbursements	\$ 1,736.91
Payments Applied	\$.00
	=====
Balance Now Due	\$ 1,736.91 ✓

PANNONE LOPES DEVEREAUX & WEST LLC
COUNSELORS AT LAW

Rhode Island Turnpike & Bridge Authority
Attn: Earl Croft, III
1 East Shore Road
Jamestown, RI 02835

January 28, 2015

Invoice Number 23635
Federal Tax ID #11-3769678

RE: Records Retention

Client Number 356
Matter Number 2365

DATE	ATTY	DESCRIPTION	HOURS	RATE	AMOUNT
8/Jan/15	BJL	Prepare for and travel to meeting with N. Parrillo re: record retention policy and schedules for financial documents; review and analyze details re: same; correspond w/ N. Parrillo re: initial schedules created; strategize "buckets" or categories of schedules/documents for initial pass by RITBA	1.60	200.00	320.00 ✓
12/Jan/15	BJL	Review correspondence from N. Parrillo re: categories of public records; create initial working spreadsheet for ongoing use and implementation; correspond w/ N. Parrillo re: same	.50	200.00	100.00 ✓
15/Jan/15	BJL	Correspondence from J. Swanberg re: records retention	.10	200.00	20.00 ✓

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T 401 824 5100 F 401 824 5123

PANNONE LOPES DEVEREAUX & WEST LLC
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Invoice # 23635

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January 28, 2015

DATE	ATTY	DESCRIPTION	HOURS	RATE	AMOUNT
		policies/schedules for operations and related departments; review and analyze proposed schedules			
22/Jan/15	BJL	Finish review and analysis of various PCI documents provided by J. Swanberg; correspond w/ J. Swanberg re: same	1.10	200.00	220.00 y
23/Jan/15	BJL	Review Maintenance and Finance spreadsheets prepared by RITBA; correspond w/ Secretary of State representative re: same and next steps	.20	200.00	40.00 y

Summary by Attorney

Attorney	Staff Level	Hours	Rate	Amount
Brian J. Lamoureux	Partner	3.50	200.00	700.00 y
	Totals	3.50	\$	700.00

DISBURSEMENTS

9/Jan/15	Travel	34.72	
	Totals	\$	34.72

Total Fee & Disbursements	\$	734.72 y
Payments Applied	\$.00
		=====

PANNONE LOPES DEVEREAUX & WEST LLC
COUNSELORS AT LAW

Rhode Island Turnpike & Bridge Authority
Attn: Earl Croft, III
1 East Shore Road
Jamestown, RI 02835

January 28, 2015

Invoice Number 23638
Federal Tax ID #11-3769678

RE: Public Records Requests

Client Number 356
Matter Number 2913

Totals .00 \$.00

DISBURSEMENTS

21/Jan/15 Photocopies 53.50
21/Jan/15 Postage 5.32

Totals \$ 58.82

Total Fee & Disbursements \$ 58.82

Payments Applied \$.00

Balance Now Due \$ 58.82

ADLER POLLOCK & SHEEHAN P.C.

Adler Pollock & Sheehan P.C.
 One Citizens Plaza, 8th Floor
 Providence, RI 02903-1345
 Telephone (401) 274-7200
 Fax (401) 751-0804

175 Federal Street
 Boston, MA 02110
 Telephone (617) 482-0699
 Fax (617) 482-0604

EI # 05-0343749

RI Turnpike & Bridge Authority
 Buddy Croft, Executive Director
 One East Shore Road
 P.O. Box 437
 Jamestown, RI 02835

Invoice Date: December 4, 2014
 Invoice Number: 440748
 Client Number: 401647

For Professional Services Rendered:

001 - General

Date	Timekeeper	Description	Hours	Value
11/03/14	Silveira, L C	Quasi-Public Corporation Accountability and Transparency Act - Attended initial meeting at Dept. of Administration Bureau of Audits; Review of statute and various aspects of audit process; Developed plan for complying with Accountability Act.	3.00	\$ 750.00 ✓
11/10/14	Silveira, L C	Review of draft procurement regulations; Worked with firm attorney (S. DeBlasio) to revise draft regulations; Review and assess employee handbook; Review of toll collector manual, as updated by Mr. J. Swanberg and Ms. D. Peckham.	2.50	625.00 ✓
11/18/14	Silveira, L C	Prepared for and attended conference with Mr. B. Croft and Ms. N. Parrillo to address compliance with Quasi-Public Corporation Accountability and Transparency Act and to address procurement issues.	2.25	562.50 M
11/18/14	DeBlasio, S L	Meeting with Buddy Croft, Executive Director, Nancy Parrillo, CFO, and L. Silveira, Esquire, to review procurement practices and applicability of state regulations.	1.00	250.00 ✓
Subtotal			8.75	\$ 2,187.50 ✓



ADLER POLLOCK & SHEEHAN P.C.

Bill Number: 440748

Bill Date: 12/04/14

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<u>Date</u>	<u>Timekeeper</u>	<u>Description</u>	<u>Hours</u>	<u>Value</u>
				<u>\$ (328.13)</u> ✓
		Less Discount		
		Total Professional Services	<u>8.75</u>	<u>\$ 1,859.37</u> ✓

<u>Timekeeper Summary</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
DeBlasio, S L	1.00	\$ 250	\$ 250.00
Silveira, L C	<u>7.75</u>	250	<u>1,937.50</u>
Total Professional Services	<u>8.75</u>		<u>\$ 2,187.50</u>

Total Professional Services and Disbursements for this Matter \$ 1,859.37 ✓

ADLER POLLOCK & SHEEHAN P.C.

Adler Pollock & Sheehan P.C.
 One Citizens Plaza, 8th Floor
 Providence, RI 02903-1345
 Telephone (401) 274-7200
 Fax (401) 751-0604

RECEIVED JAN 23 2015

175 Federal Street
 Boston, MA 02110
 Telephone (617) 482-0699
 Fax (617) 482-0604

EI # 05-0343749

RI Turnpike & Bridge Authority
 Buddy Croft, Executive Director
 One East Shore Road
 P.O. Box 437
 Jamestown, RI 02835

Invoice Date: January 16, 2015
 Invoice Number: 441859
 Client Number: 401647

For Professional Services Rendered:

001 - General

Date	Timekeeper	Description	Hours	Value
12/04/14	Silveira, L C	Attention to revision and update of procurement regulations; Review of workforce data and terms of group health plan to confirm compliance with Affordable Care Act; Communications with Mr. T. Fleming re same.	0.50	\$ 125.00
12/09/14	Silveira, L C	Worked on compliance with Quasi-Public Corporation Accountability and Transparency Act; Developed mission statement and other policies; Review of other quasi-public websites; Analysis of new accountability statutes; Review of data available on Secretary of State's website.	2.00	500.00
12/11/14	Silveira, L C	Retirement plan - Received from Ms. N. Parrillo and reviewed documentation pertaining to transfer of retirement plan to Mass. Mutual.	0.60	150.00
12/12/14	Silveira, L C	Worked on ethics policy and other policies to be adopted by Board of Directors for compliance with quasi public corporation accountability and transparency act.	1.50	375.00
12/12/14	DeBlasio, S L	Consideration of adoption of ethics policy under Accountability and Transparency Act and strategize	0.40	100.00

Date	Timekeeper	Description	Hours	Value
		options and approaches		
12/15/14	Silveira, L C	Retirement plan - Worked with Ms. N. Parrillo on transition of retirement plan to Mass. Mutual; Worked with firm attorney (S. DeBlasio) to review and analyze documentation.	1.00	250.00 ✓
12/16/14	DeBlasio, S L	Reviewed and considered terms and conditions of proposed Trust Agreement, Investment Agreement, and Administrative Services Agreement; addressed outstanding legal issues and concerns; telephone conference with Nancy Parillo, CFO	2.25	562.50 ✓
12/17/14	Silveira, L C	Retirement plan - Worked with firm attorney (S. DeBlasio) and Ms. N. Parrillo to analyze documents effecting transfer of retirement plan to Mass. Mutual.	0.50	125.00 ✓
12/17/14	DeBlasio, S L	Reviewed and considered Request for Proposals for retirement plan advisory services, analysis of potential advisors, and ancillary documents	1.55	387.50 ✓
12/22/14	Silveira, L C	Worked with Mr. B. Croft and Ms. N. Parrillo on compliance with Quasi-Public Accountability and Transparency Act and also on transfer of group retirement plan to Mass. Mutual; Worked with firm attorney (S. DeBlasio) on Board resolutions pertaining to group retirement plan changes.	1.50	375.00 ✓
12/22/14	DeBlasio, S L	Further review of retirement ancillary documents; telephone conference with Michael Balasco, Meridien Retirement Plan Advisory Services, to address outstanding legal issues and concerns in connection with proposed Trust Agreement with Reliance Trust Company, Administrative Services Agreement with Massachusetts Mutual Life Insurance Company, and Investment Agreement with Massachusetts Mutual Life Insurance Company; drafted proposed form of resolutions for members of the Authority to adopt to authorize new	2.25	562.50 ✓

Date	Timekeeper	Description	Hours	Value
		retirement plan services and contractual arrangements		
12/23/14	Silveira, L C	Accountability and Transparency Act - Worked on mission statement, Board resolutions, and policies to be ratified in compliance with new transparency statute; Worked with Ms. N. Parrillo to finalize and submit documentation effecting transfer of group retirement plan to Mass. Mutual; Received from Mr. J. Swanberg and preliminarily reviewed workplace policies, including OSHA safety policies,	3.50	875.00 ✓
12/24/14	Lerner, J M	Began to draft mission statement.	1.60	400.00 ✓
12/29/14	Lerner, J M	Reviewed and finalized draft of mission statement.	0.30	75.00 ✓
12/30/14	Silveira, L C	Accountability and Transparency Act - Worked on compliance with Act; Attention to matter of regulations promulgated by RITBA; Updated mission statement with reference to enabling act and recent legislation entrusting operation and maintenance of additional bridges to RITBA; Reviewed and forwarded to Ms. N. Parrillo full copy of enabling act, as amended; Attended to matter of posting enabling act and related matters; Worked on matter of executive compensation study, as required by Act; Electronic correspondence and telephone conferences with Mr. B. Croft and Ms. N. Parrillo re statutory compliance issues.	2.00	500.00 ✓
12/31/14	Silveira, L C	Compliance with Quasi-Public Accountability and Transparency Act - Further development of required policies and attention to updating of mission statement and related matters; Considered matter of executive compensation study to be conducted by committee of Board members; Telephone conference with Mr. B. Croft re same.	1.00	250.00 ✓



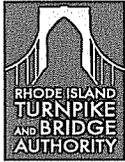
<u>Date</u>	<u>Timekeeper</u>	<u>Description</u>	<u>Hours</u>	<u>Value</u>
		Subtotal	22.45	\$ 5,612.50 ✓
		Less Discount		\$ (841.88) ✓
		Total Professional Services	22.45	\$ 4,770.62 ✓

Timekeeper Summary

	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
DeBlasio, S L	6.45	\$ 250	\$ 1,612.50
Silveira, L C	14.10	250	3,525.00
Lerner, J M	1.90	250	475.00
Total Professional Services	22.45		\$ 5,612.50

Total Professional Services and Disbursements for this Matter

\$ 4,770.62 ✓



RHODE ISLAND Turnpike and Bridge Authority

Board Agenda Item Tracking System

AGENDA ITEM 6	DATE PREPARED: January 26, 2015	SUBJECT: RATIFICATIONS
FOR THE MEETING OF: February 4, 2015		PREPARED BY: Nancy E. Parrillo

SUMMARY DESCRIPTION:

I REQUEST THE BOARD'S APPROVAL ON THE FOLLOWING RATIFICATIONS:

AETNA BRIDGE COMPANY – REQUISITION #23	\$131,332.04
KEVILLE ENTERPRISES – REQUISITION #23	35,365.07
PARSONS BRINKERHOFF INC – REQUISITION #23	54,868.32
AETNA BRIDGE CO. – REQUISITION #24	572,656.64
AETNA BRIDGE CO. – REQUISITION #25	392,704.82
PARSONS BRINKERHOFF INC – REQUISITION #25	12,785.84
KEVILLE ENTERPRISES – REQUISITION #25	25,041.93
AMMAN & WHITNEY 10-14	101,150.49
J.A.M. MATERIALS – EXIT RAMP	22,120.00
MODJESKI & MASTERS, INC	
MT. HOPE 2014 ANNUAL INSPECTION	84,896.52
PARSONS BRINKERHOFF INC	
MEDIAN BARRIER	<u>5,314.14</u>
TOTAL	<u>\$1,438,235.81</u>

Financial Effect :

Instructions: The individual named at the top of this page as “preparer” indicates in boxes below which individuals and departments are to review and approve this document and its corresponding support (if applicable) prior to distribution to Board members. Then, each individual places his or her initials and date in the appropriate space in evidence of their review.

ROUTING	INITIALS	DATE	BOARD ACTION:
EXECUTIVE DIRECTOR <i>EARL J. CROFT III</i>			<p>TABLED: UNTIL _____</p> <p>DISCUSSED: <i>Action Taken:</i></p> <p>VOTE TAKEN: __ YES __ NO</p> <p>APPROVED: __ YES __ NO</p> <p>___ RATIFIED</p>
√ FINANCE <i>NANCY E. PARRILLO</i>	<i>NEP</i>	<i>1/29/15</i>	
ENGINEERING <i>ERIC OFFENBERG</i>			
PLAZA OPERATIONS SAFETY & SECURITY <i>JIM SWANBERG</i>			
ELECTRONIC TOLL COLLECTION DIRECTOR <i>KATHI O'CONNOR</i>			
MAINTENANCE <i>JAMES ROMANO</i>			
PROCUREMENT			

Vendor	Contract	Amount Paid
Aetna Bridge Company	Requisition 23	131,332.04
	11-1	
Keville Enterprises	Requisition 23	35,365.07
	11-1	
Parsons Brinkerhoff Inc	Requisition 23	54,868.32
	11-1	14,085.58
	Median Barrier	40,782.74
Aetna Bridge Company	Requisition 24	572,656.64
	11-1-25	367,562.79
	12-1-14	205,093.85
Aetna Bridge Company	Requisition 25	392,704.82
	11-1-26	
Parsons Brinkerhoff Inc	Requisition 25	12,785.84
	Est. #22 183820B	
Keville Enterprises	Requisition 25	25,041.93
	11-1-20	
Amman & Whitney	Check No. 3206	101,150.49
	10-14 - No. 102	7,040.94
	10-14 - No. 100	9,292.13
	10-14 - No. 101	27,503.36
	1776 -93	46,296.58
	1776-93	11,017.48
J.A.M Materials	Check No. 3205	22,120.00
	Inv. 20227 (Exit Ramp)	
Modjeski and Masters, Inc	Check No. 3207	84,896.52
	2014 Annual Insp. Mt. Hope	
Parsons Brinkerhoff Inc	Check No. 3208	5,314.14
	Inv. 574255 (Median Barrier)	3,339.76
	Inv. 574255 (Median Barrier)	1,974.38
TOTAL PAID		1,438,235.81
<i>Revenue Bonds 2013</i>		<i>1,224,754.66</i>
<i>R & R</i>		<i>213,481.15</i>

EXHIBIT A
FORM OF REQUISITION FOR
CONSTRUCTION FUND PROJECT ACCOUNTS
REQUISITION NO. 23

TRUSTEE

RE: \$30,000,000 Rhode Island Turnpike and Bridge Authority
Revenue Bond Anticipation Notes, Series 2013

TO: Trustee under the Master Indenture of Trust between the Rhode Island Turnpike
and Bridge Authority and Bank of New York Mellon Trust Company, N.A. as
Trustee dated as of February 7, 2013

This Requisition is made pursuant to Section 402 of the above Indenture.

The Trustee is directed to pay sums out of the Project Account of the Construction Fund
entitled RITBA 2013 Project Acct:

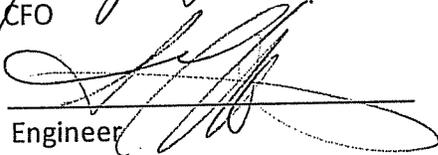
<u>PAYEE</u>	<u>PURPOSE OF PAYMENT</u>	<u>AMOUNT</u>
Aetna Bridge Company VIA Fed Wire: Bank of America Routing number : 026 009 593 Account # : 9365207750 Account Name : Aetna Bridge Company	Construction Contract 11-1,	\$ 131,332.04
Keville Enterprises, Inc. Alden Crossing Office Park 475 School Street – Suite 11 Marshfield, MA 02050	Construction Inspection 11-1	\$ 35,365.07
PB Americas, Inc. P.O. Box 732476 Dallas, TX 75373-2476	Engineering Services 11-1 Median Barrier	\$ 14,085.58 40,782.74

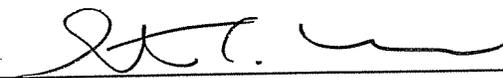
We hereby certify that the obligation mentioned herein (a) has been properly incurred, (b) is a proper charge against the Project Account of the Construction Fund named above, (c) is currently due and payable, (d) has not been previously paid or reimbursed, (e) has not been the basis of any previous withdrawal, and (f) is an item of "Cost" or "Project Cost" (as defined in the Note Indenture).

RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY

CERTIFIED:

By: 
CFO

By: 
Engineer

By: 
Chairman

By: 
Executive Director

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702 (Instructions on reverse side)

OWNER: Rhode Island Turnpike and Bridge Authority

Steel/Protective Coatings
Newport Bridge

APPLICATION NO.: 24
PERIOD TO: 10/29/2014
PROJECT NOS.: 11-1

DISTRIBUTION:
* Parsons Brinckerhoff
* Aetna Bridge Co.
* Job File
* R McGinn



Aetna Bridge Company, 30 Lockbridge Street, Pawtucket, R.I. 02860

M CONTRACTOR: Jeffrey Bostock - VP Construction

CONTRACT DATE: 1/3/13

TRACTOR'S APPLICATION FOR PAYMENT

ation is made for payment, as shown below, in connection with the Contract. nuation Sheet, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payments shown herein is now due.

ORIGINAL CONTRACT SUM \$ 39,215,400.00
Net change by Change Orders \$ -

CONTRACT SUM TO DATE (Line 1+-2&2a) \$ 39,215,400.00
TOTAL COMPLETED & STORED TO DATE \$ 19,733,669.45

(Column G on G703)
RETAINAGE:
a. % of Completed Work \$ 986,683.47
(Columns D + E on G703)
b. % of Stored Material \$ -
(Column F on G703)

Total Retainage (Line 5a + 5b or Total in Column I of G703) \$ 986,683.47
TOTAL EARNED LESS RETAINAGE \$ 18,746,985.98
(Line 4 less Line 5 Total)

LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 18,615,653.94
CURRENT PAYMENT DUE \$ 131,332.04

BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)

ORDER SUMMARY	ADDITIONS	DEDUCTIONS
changes approved in		
months by Owner	-	-
approved this Month	-	-
TOTALS	-	-
NET CHANGES by Change Order	-	-

CONTRACTOR:

Jeffrey Bostock - VP Construction

By: [Signature] Date: November 4, 2014

State of: RHODE ISLAND

County of: PROVIDENCE

Subscribed and sworn to before me on: 4 day of November, 2014

Notary Public: [Signature] Robert K. Barber

My Commission Expires: 6/1/2018

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, base on on-site observation and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED. OK David J. Deacon

AMOUNT CERTIFIED \$ 131,332.04
(Attached explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

By: [Signature] Date: 11/26/14

This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

U

KEVILLE ENTERPRISES, INC.
ALDEN CROSSING OFFICE PARK
475 SCHOOL STREET - SUITE 11
MARSHFIELD, MA. 02050

FID # 04-3112591

11/5/14

INVOICE 13025-19

RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY
ONE EAST SHORE ROAD
PO BOX 437
JAMESTOWN, RI 02835-0437

ATTENTION: ERIC OFFENBERG

RITBA CONSTRUCTION INSPECTION SERVICES FOR CONSTRUCTION CONTRACT 11-1.

2013 BANS?

20-18030-200

By Category	Actual Hours	Total Due	Previous Invoiced	Total Invoiced To Date	MAX. NOT TO EXCEED
Direct Labor RESIDENT ENGINEER	377.50	\$16,208.75	\$207,944.55	\$224,153.30	
TOTAL DIRECT LABOR		\$16,208.75	\$207,944.55	\$224,153.30	
INDIRECT LABOR 98.35%		\$15,941.31	\$199,191.64	\$215,132.95	
OVERTIME PREMIUM	0.00	\$0.00	\$0.00	\$0.00	
Other Direct Costs: (invoices attached)		\$0.00	\$656.37	\$656.37	
TOTAL EXPENSE		\$32,150.06	\$407,792.56	\$439,942.62	
Subtotal All Costs		\$3,215.01	\$40,713.61	\$43,928.62	
FIXED FEE 10% (LABOR)		\$35,365.07	\$448,506.17	\$483,871.24	
Total Cost Due		\$35,365.07	\$448,506.17	\$483,871.24	\$880,000.00

Keville Invoice # 13025-19 Total Due \$35,365.07

* KEI'S direct labor rates are escalated at an average rate of 3% on an annual basis.
(Deveau - Aug.; Fernandes - Jan.; Beltzer - Aug.; Sharples - Jan.; Hughes - Aug.)
* KEI'S field overhead rate is based upon an annual June audit. New rate effective with June invoice.

[Handwritten signature]

[Handwritten signature]
11/17/2014

PARSONS BRINCKERHOFF INC.

Invoice No. AR# 570348

Issuing Company and Remittance Address

PARSONS BRINCKERHOFF INC.
 PO BOX 732476
 DALLAS, TX 75373-2476
 FEDERAL ID NO. 11-1531569

Company No.

02

Date

11/13/14

PB Project No.

183820B

Est # 21

Client Name and Address

Rhode Island Turnpike & Bridge Authority
 1 East Shore Road (P.O. Box 437)
 Jamestown, Rhode Island 02835
 Attention: Mr. Eric Offenberg, P.E.

Client Order No.**Period Covered**

From: 9/27/14 To: 10/31/14

Project Title

CONTRACT 11-1 - STEEL REPAIRS & PROTECTIVE COATING - EAST APPROACH - CSS

Total Invoice Amount

\$14,085.58

FOR PROFESSIONAL ENGINEERING SERVICES IN CONNECTION WITH CONTRACT 11-1; STEEL REPAIRS & PROTECTIVE COATING - EAST APPROACH - CSS.

LABOR CHARGES	\$14,085.58
NON LABOR CHARGES	\$0.00
SUBCONSULTANT	\$0.00
TOTAL AMOUNT DUE	<u>\$14,085.58</u>

CONTRACT AMOUNT: \$757,000.00

PREVIOUSLY BILLED: \$540,341.35

TOTAL THIS INVOICE \$14,085.58

BILLED TO DATE: \$554,426.93

BALANCE REMAINING: \$202,573.07

PARSONS BRINCKERHOFF INC.

Invoice No. AR# 570374

Issuing Company and Remittance Address

PARSONS BRINCKERHOFF INC.
 PO BOX 732476
 DALLAS, TX 75373-2476
 FEDERAL ID NO. 11-1531569

Company No.

02

Date

11/13/14

PB Project No.

183973A

Est # 3

Client Name and Address

Rhode Island Turnpike & Bridge Authority
 1 East Shore Road (P.O. Box 437)
 Jamestown, Rhode Island 02835
 Attention: Mr. Eric Offenberg, P.E.

Client Order No.

Period Covered

From: 9/27/14 To: 10/31/14

Project Title

INSTALLATION OF A MOVABLE MEDIAN BARRIER

Total Invoice Amount

\$40,782.74

FOR PROFESSIONAL ENGINEERING SERVICES IN CONNECTION WITH INSTALLATION OF A MOVABLE MEDIAN BARRIER

LABOR CHARGES	\$40,782.74
NON LABOR CHARGES	\$0.00
SUBCONSULTANT	\$0.00
TOTAL AMOUNT DUE	<u>\$40,782.74</u>

CONTRACT AMOUNT: \$219,000.00

PREVIOUSLY BILLED: \$171,583.16

TOTAL THIS INVOICE \$40,782.74BILLED TO DATE: \$212,365.91BALANCE REMAINING: \$6,634.09

EXHIBIT A
FORM OF REQUISITION FOR
CONSTRUCTION FUND PROJECT ACCOUNTS
REQUISITION NO. 24

TRUSTEE

RE: \$30,000,000 Rhode Island Turnpike and Bridge Authority
Revenue Bond Anticipation Notes, Series 2013

TO: Trustee under the Master Indenture of Trust between the Rhode Island Turnpike
and Bridge Authority and Bank of New York Mellon Trust Company, N.A. as
Trustee dated as of February 7, 2013

This Requisition is made pursuant to Section 402 of the above Indenture.

The Trustee is directed to pay sums out of the Project Account of the Construction Fund
entitled RITBA 2013 Project Acct:

<u>PAYEE</u>	<u>PURPOSE OF PAYMENT</u>	<u>AMOUNT</u>
Aetna Bridge Company	Construction Contract 11-1,	\$ 205,093.85
	Construction Contract 12-1	<u>367,562.79</u>
		\$ 572,656.64

VIA Fed Wire: Bank of America
Routing number : 026 009 593
Account # : 9365207750
Account Name : Aetna Bridge Company

We hereby certify that the obligation mentioned herein (a) has been properly incurred, (b) is a proper charge against the Project Account of the Construction Fund named above, (c) is currently due and payable, (d) has not been previously paid or reimbursed, (e) has not been the basis of any previous withdrawal, and (f) is an item of "Cost" or "Project Cost" (as defined in the Note Indenture).

RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY

CERTIFIED:

By: Nancy Barrella
CFO

By: [Signature]
Engineer

By: [Signature]
Chairman

By: [Signature]
Executive Director

ORIGINAL

**PARSONS
BRINCKERHOFF**

December 4, 2014

Mr. Eric Offenberg, P.E.
Director of Engineering
Rhode Island Turnpike and Bridge Authority
Newport/Pell Bridge Administration Building
One East Shore Road
P.O. Box 437
Jamestown, RI 02835

**RE: Newport/Pell Bridge
Contract 11-1 Steel Repairs and Protective Coating – East Approach
Progress Payment Request No. 25**

Dear Mr. Offenberg:

Attached is a copy of Aetna's Payment Request Number 25 for a total of \$367,562.79 and the accompanying Certification of Payment to Subcontractors and Vendors. PB has reviewed the invoice and verified with the Resident Engineers that all quantities and items included in the progress payment request by Aetna conform to the contract requirements. Note that this invoice incorporates contract revisions made under Change Order 1 (attached).

We recommend that payment be released to Aetna Corporation.

Very truly yours,

PARSONS BRINCKERHOFF



Debra L. Moolin, P.E.
Project Manager

Route: RQH/File

APPROVED

12/10/14

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702 (Instructions on reverse side)

TO OWNER: Rhode Island Turnpike and Bridge Authority

PROJECT: Steel/Protective Coatings Newport Bridge

APPLICATION NO.: 25
 PERIOD TO: 11/28/2014
 PROJECT NOS.: 11-1
 DISTRIBUTION:
 * Parsons Brinckerhoff
 * Aetna Bridge Co.
 * Job File
 * R McGinn



Aetna Bridge Company, 30 Lockridge Street, Pawtucket, RI 02860

FROM CONTRACTOR:

CONTRACT DATE: 1/3/13

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, is attached.

- 1. ORIGINAL CONTRACT SUM \$ 39,215,400.00
- 2. Net change by Change Orders \$ -
- 3. CONTRACT SUM TO DATE (Line 1+-2&2a) \$ 39,215,400.00
- 4. TOTAL COMPLETED & STORED TO DATE \$ 20,120,577.65
 (Column G on G703)
- 5. RETAINAGE: a. 9 % of Completed work \$ 1,006,028.88
 (Columns D + E on G703)
 b. _____ % of Stored Material \$ -
 (Column F on G703)
 Total Retainage (Line 5a + 5b or Total in Column I of G703) \$ 1,006,028.88
- 6. TOTAL EARNED LESS RETAINAGE \$ 19,114,548.77
 (Line 4 less Line 5 Total)
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 18,746,985.98
- 8. CURRENT PAYMENT DUE \$ 367,562.79
- 9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payments shown herein is now due.

CONTRACTOR:

Jeffrey Bostock - VP Construction

By: [Signature] Date: November 25, 2014
 State of: RHODE ISLAND
 County of: PROVIDENCE
 Subscribed and sworn to before me on: 25 day of: November 2014

Notary Public: Robert K. Barber

My Commission Expires: 6/1/2018

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, base on on-site observation and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED. 11/26/14
 AMOUNT CERTIFIED \$ 367,562.79.

(Attached explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT: [Signature] Date: 12/04/14

This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	-	-
Total approved this Month	-	-
TOTALS	-	-
NET CHANGES by Change Order	-	-

CHANGE - Total changes - previous months by Total approved this Mo. NET CHANGES



TO: PARSONS BRINCKERHOFF QUANE & DOUGLAS
 ONE PENN PLAZA
 NEW YORK, NY 10119

Project Name: Steel/Protective Coatings
 State Job #: 11-1
 Project Owner: Rhode Island Turnpike & Bridge Authority
 Application #: 25
 Application Date: 11/25/2014
 Work Completed thru: 11/28/2014

Newport Bridge

ITEM	DESCRIPTION	QUANTITY	U/M	QTY TO-DATE	QTY PREVIOUS	QTY THIS PAY	UNIT PRICE	TOTAL	DOLLARS TO-DATE	DOLLARS THIS PAY	% COMPLETE	
1	*PERFORMANCE BOND	1.00	LS	0.942260	0.942260	0.942260	100,000.00	100,000.00	94,226.00	-	94.23	
2	*PAYMENT BOND	1.00	LS	0.942260	0.942260	0.942260	100,000.00	100,000.00	94,226.00	-	94.23	
3	*GIRD SP-END WEB&BEAR'G STIFF	22.00	EA	22.000000	22.000000	22.000000	11,000.00	242,000.00	242,000.00	-	100.00	
4	*G&T SPAN STRING END CONN REP	60.00	EA	53.000000	53.000000	53.000000	6,000.00	360,000.00	318,000.00	-	88.33	
5	*G&T SPAN-FB LOWER WEB REP-8">	120.00	LF	91.000000	91.000000	91.000000	800.00	96,000.00	72,800.00	-	75.83	
6	*G&T SPAN-FLRBM LOW WEB REP-6">	1700.00	LF	1,536.530000	1,536.530000	1,536.530000	700.00	1,190,000.00	1,075,571.00	-	90.38	
7	*TRUSS SPAN-FLRBM CONNECT-REP	6.00	EA	3.000000	3.000000	3.000000	11,000.00	66,000.00	33,000.00	-	50.00	
8	*R&R SWAY BRACE T-A BRACKET/TC	14.00	EA	12.000000	12.000000	12.000000	4,000.00	56,000.00	48,000.00	-	85.71	
9	*R&R SWAY BRACE T-A BRACKET/BC	0.00	EA	-	0.000000	0.000000	4,100.00	-	30,500.00	-	100.00	
10	*R&R SWAY BRACE T-B/C BRK/TC	5.00	EA	5.000000	5.000000	5.000000	6,100.00	30,500.00	30,500.00	-	100.00	
11	*R&R SWAY BRACE T-B/C BRK/BC	0.00	EA	-	0.000000	0.000000	6,500.00	-	6,000.00	-	#DIV/0!	
12	*R&R SWAY BRACE T-B/C BRK/BC	1.00	EA	1.000000	1.000000	1.000000	6,000.00	6,000.00	6,000.00	-	100.00	
13	*R&R SWAY BRACE T-B/C BRK/BC	170.00	LF	158.321000	158.321000	158.321000	800.00	136,000.00	126,656.80	-	93.13	
14	*R&R SWAY BRACE T-B/C BRK/BC	0.00	EA	-	0.000000	0.000000	11,500.00	-	-	-	#DIV/0!	
15	*R&R SWAY BRACE T-B/C BRK/BC	1.00	EA	1.000000	1.000000	1.000000	14,000.00	14,000.00	14,000.00	-	100.00	
16	*R&R SWAY BRACE T-B/C BRK/BC	28.00	LF	10.434000	10.434000	10.434000	1,000.00	28,000.00	10,434.00	-	37.26	
17	*R&R SWAY BRACE T-B/C BRK/BC	18.00	EA	18.000000	18.000000	18.000000	6,500.00	117,000.00	117,000.00	-	100.00	
18	*R&R SWAY BRACE T-B/C BRK/BC	230.00	LF	218.296000	218.296000	218.296000	375.00	86,250.00	81,861.00	-	94.91	
19	*R&R SWAY BRACE T-B/C BRK/BC	23.00	EA	19.000000	19.000000	19.000000	4,200.00	96,600.00	79,800.00	-	82.61	
20	*R&R SWAY BRACE T-B/C BRK/BC	5.00	EA	5.000000	5.000000	5.000000	5,700.00	28,500.00	28,500.00	-	100.00	
21	*R&R SWAY BRACE T-B/C BRK/BC	80.00	EA	72.000000	72.000000	72.000000	1,225.00	98,000.00	88,200.00	-	100.00	
22	*R&R SWAY BRACE T-B/C BRK/BC	0.00	LF	-	0.000000	0.000000	325.00	-	-	-	#DIV/0!	
23	*R&R SWAY BRACE T-B/C BRK/BC	0.00	LF	-	0.000000	0.000000	460.00	-	-	-	#DIV/0!	
24	*R&R SWAY BRACE T-B/C BRK/BC	0.00	EA	-	0.000000	0.000000	6,300.00	-	-	-	#DIV/0!	
25	*R&R SWAY BRACE T-B/C BRK/BC	0.00	EA	-	0.000000	0.000000	7,200.00	-	-	-	#DIV/0!	
26	*R&R SWAY BRACE T-B/C BRK/BC	92.00	EA	34.000000	28.000000	6.000000	3,600.00	331,200.00	122,400.00	21,600.00	36.96	
27	*R&R SWAY BRACE T-B/C BRK/BC	18000.00	EA	9,201.000000	8,795.000000	405.000000	40.00	720,000.00	368,040.00	16,240.00	51.12	
28	*R&R SWAY BRACE T-B/C BRK/BC	12000.00	LF	6,281.210000	6,281.210000	6,281.210000	10.00	120,000.00	62,812.10	-	52.34	
29	*R&R SWAY BRACE T-B/C BRK/BC	1.00	LS	0.494288	0.477292	0.016996	20,400,000.00	20,400,000.00	10,083,475.20	346,716.40	49.43	
30	*R&R SWAY BRACE T-B/C BRK/BC	1.00	LS	0.345245	0.345245	0.345245	7,000,000.00	7,000,000.00	2,416,715.00	-	34.52	
31	*R&R SWAY BRACE T-B/C BRK/BC	1.00	LS	-	0.000000	0.000000	2,500,000.00	2,500,000.00	-	-	-	
32	*R&R SWAY BRACE T-B/C BRK/BC	1.00	LS	-	0.000000	0.000000	150,000.00	150,000.00	-	-	-	
33	*R&R SWAY BRACE T-B/C BRK/BC	1.00	LS	0.494288	0.477292	0.016996	50,000.00	50,000.00	24,714.40	849.80	49.43	
34	*R&R SWAY BRACE T-B/C BRK/BC	1.00	LS	0.345245	0.345245	0.345245	50,000.00	50,000.00	17,262.25	-	34.52	
35	*R&R SWAY BRACE T-B/C BRK/BC	1.00	LS	-	0.000000	0.000000	10,000.00	10,000.00	-	-	-	
36	*R&R SWAY BRACE T-B/C BRK/BC	1.00	LS	-	0.000000	0.000000	10,000.00	10,000.00	-	-	-	
37	*R&R SWAY BRACE T-B/C BRK/BC	39.00	MO	20.000000	19.000000	1.000000	1,500.00	58,500.00	30,000.00	1,500.00	51.28	
38	*R&R SWAY BRACE T-B/C BRK/BC	1.00	LS	0.900000	0.900000	0.900000	4,130,000.00	4,130,000.00	3,717,000.00	-	90.00	
39	*R&R SWAY BRACE T-B/C BRK/BC	0.00	LB	-	0.000000	0.000000	40.00	-	-	-	#DIV/0!	
40	*R&R SWAY BRACE T-B/C BRK/BC	500.00	LB	1,660.400000	1,660.400000	1,660.400000	30.00	15,000.00	50,412.00	-	336.08	
41	*R&R SWAY BRACE T-B/C BRK/BC	3000.00	LB	2,376.600000	2,376.600000	2,376.600000	6.50	19,500.00	15,447.90	-	79.22	
42	*R&R SWAY BRACE T-B/C BRK/BC	1.00	LS	0.631541	0.631541	0.631541	800,350.00	800,350.00	665,524.00	-	83.15	
TOTAL INVOICE:												
									30,210,400.00	20,120,577.65	388,908.20	51.31

CONT ITEM	DESCRIPTION	QUANTITY	U/M	QTY TO-DATE	QTY PREVIOUS	QTY THIS PAY	UNIT PRICE	TOTAL	DOLLARS TO-DATE	DOLLARS THIS PAY	% COMPLETE
3902	RECAP FOR ITEM 42*	1.00	LS	1.000000	1.000000	1.000000	10,429.80	10,429.80	10,429.80	-	100.00
3903	R&R Gussets @ Chevron Bracing	94.00	EA	94.000000	94.000000	94.000000	627.32	59,068.08	56,968.08	-	100.00
3904	R&R Cant Bracket Beg Plate	1.00	LS	1.000000	1.000000	1.000000	80,586.10	80,586.10	80,586.10	-	100.00
3905	Expansion Joint Pier 10E	1.00	LS	1.000000	1.000000	1.000000	43,474.86	43,474.86	43,474.86	-	100.00
3906	Expansion Joint Pier 10E	1.00	LS	1.000000	1.000000	1.000000	43,474.86	43,474.86	43,474.86	-	100.00

ORIGINAL

**PARSONS
BRINCKERHOFF**

December 4, 2014

Mr. Eric Offenberg, P.E.
Director of Engineering
Rhode Island Turnpike and Bridge Authority
Newport/Pell Bridge Administration Building
One East Shore Road
P.O. Box 437
Jamestown, RI 02835

**RE: Newport/Pell Bridge
Contract 12-1 Roadway Repair/On-Call Maintenance
Progress Payment Request No. 14**

Dear Mr. Offenberg:

Attached is Aetna's Payment Request No. 14 for a total of \$205,093.85 and the accompanying Certification of Payment to Subcontractors and Vendors. PB has reviewed the invoice and verified with the Resident Engineers that all quantities and items included in the progress payment request by Aetna conform to the contract requirements.

We recommend that payment be released to Aetna Corporation.

Very truly yours,

PARSONS BRINCKERHOFF



Debra L. Moolin, P.E.
Project Manager

Route: RQH/File

APPROVED
12/10/14

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702 (Instructions on Reverse)

TO OWNER: Rhode Island Turnpike and Bridge Authority PROJECT: Roadway Repairs On Gallatin Newport Bridge

FROM CONTRACTOR:



Aetna Bridge Company, 30 Lockbridge Street, Pawtucket, R.I. 02860

CONTRACT DATE: 10/17/2014

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, is attached.

1.	ORIGINAL CONTRACT SUM	\$	4,211,793.92
2.	Net change by Change Orders	\$	-
3.	CONTRACT SUM TO DATE (Line 1+-2&2a)	\$	4,211,793.92
4.	TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	2,934,961.52
5.	RETAINAGE:		
	a. <u> </u> % of Completed Work (Columns D + E on G703)	\$	146,748.08
	b. <u> </u> % of Stored Material (Column F on G703)	\$	-
	Total Retainage (Line 5a + 5b or Total in Column I of G703)	\$	146,748.08
6.	TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$	2,788,213.44
7.	LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	2,583,119.59
8.	CURRENT PAYMENT DUE	\$	205,093.85
9.	BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	-

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	-	-
Total approved this Month	-	-
TOTALS	-	-
NET CHANGES by Change Order	-	-

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payments shown herein is now due.

CONTRACTOR:

Jeffrey A. Bostock - Vice President

By: [Signature] Date: November 18, 2014

State of: RHODE ISLAND
 County of: PROVIDENCE
 Subscribed and sworn to before me on: 18 day of: November, 2014

Notary Public: [Signature] Robert K. Barber
 My Commission Expires: 6/1/2018

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, base on on-site observation and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED. David J. DeLeon
 AMOUNT CERTIFIED: \$ 205,093.85

(Attached explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

By: [Signature] Date: 11/26/14

This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

EXHIBIT A
FORM OF REQUISITION FOR
CONSTRUCTION FUND PROJECT ACCOUNTS
REQUISITION NO. 25

TRUSTEE

RE: \$30,000,000 Rhode Island Turnpike and Bridge Authority
Revenue Bond Anticipation Notes, Series 2013

TO: Trustee under the Master Indenture of Trust between the Rhode Island Turnpike
and Bridge Authority and Bank of New York Mellon Trust Company, N.A. as
Trustee dated as of February 7, 2013

This Requisition is made pursuant to Section 402 of the above Indenture.

The Trustee is directed to pay sums out of the Project Account of the Construction Fund
entitled RITBA 2013 Project Acct:

<u>PAYEE</u>	<u>PURPOSE OF PAYMENT</u>	<u>AMOUNT</u>
Aetna Bridge Company	Construction Contract 11-1,	\$ 392,704.82
VIA Fed Wire:	Bank of America	
Routing number :	026 009 593	
Account # :	9365207750	
Account Name :	Aetna Bridge Company	
PB Americas, Inc. P.O. Box 732476 Dallas, TX 75373-2476	Engineering Services 11-1	\$ 12,785.84
Keville Enterprises, Inc. Alden Crossing Office Park 475 School Street – Suite 11 Marshfield, MA 02050	Construction Inspection 11-1	\$ 25,041.93

We hereby certify that the obligation mentioned herein (a) has been properly incurred,
(b) is a proper charge against the Project Account of the Construction Fund named above, (c) is

currently due and payable, (d) has not been previously paid or reimbursed, (e) has not been the basis of any previous withdrawal, and (f) is an item of "Cost" or "Project Cost" (as defined in the Note Indenture).

RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY

CERTIFIED:

By: Nancy Carriello
CFO

By: [Signature]
Engineer

By: [Signature]
Chairman

By: [Signature]
Executive Director

2013 BAN PROJ FUND

**PARSONS
BRINCKERHOFF**

January 12, 2015

Mr. Eric Offenberg, P.E.
Director of Engineering
Rhode Island Turnpike and Bridge Authority
Newport/Pell Bridge Administration Building
One East Shore Road
P.O. Box 437
Jamestown, RI 02835

PELL	MT. HOPE	DATE	
CONTRACT	11-1-26	ACCT.	M040
REQUESTED	\$ 392,704.82	ACCT.	M040
RETAINED	\$		
NET PAYMENT	\$ 392,704.82		
APPROVED:			
EXECUTIVE DIRECTOR			

**RE: Newport/Pell Bridge
Contract 11-1 Steel Repairs and Protective Coating – East Approach
Progress Payment Request No. 26**

Dear Mr. Offenberg:

Attached is a copy of Aetna's Payment Request Number 26 for a total of \$392,704.82 and the accompanying Certification of Payment to Subcontractors and Vendors. PB has reviewed the invoice and verified with the Resident Engineers that all quantities and items included in the progress payment request by Aetna conform to the contract requirements. Note that this invoice incorporates contract revisions made under Change Order 1 (attached).

We recommend that payment be released to Aetna Corporation.

Very truly yours,

PARSONS BRINCKERHOFF

Debra L. Moolin

Debra L. Moolin, P.E.
Project Manager

Route: RQH/File

20-18030-200

*Approved
1/12/15
[Signature]*

PELL	<input checked="" type="checkbox"/>	MT. HOPE	<input type="checkbox"/>	DATE	1/13/15
CONTRACT	11-1-26	ACCT.	200	M040	
REQUESTED	\$	392,704.82			
RETAINED	\$				
NET PAYMENT	\$	392,704.82			
APPROVED:					
EXECUTIVE DIRECTOR					

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER: Rhode Island Turnpike and Bridge Authority
PROJECT: Steel/Protective Coatings Newport Bridge
APPLICATION NO.: 26
PERIOD TO: 12/20/2014
PROJECT NOS.: 11-1
DISTRIBUTION: * Parsons Brinckerhoff
 * Aetna Bridge Co.
 * Job File
 * R McGinn



Aetna Bridge Company, 30 Lonsbridge Street, Pawtucket, R.I. 02860

FROM CONTRACTOR:

CONTRACT DATE: 1/3/13

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payments shown herein is now due.

1. ORIGINAL CONTRACT SUM..... \$ 39,215,400.00

2. Net change by Change Orders..... \$ -

3. CONTRACT SUM TO DATE (Line 1+-2&2a)..... \$ 39,215,400.00

4. TOTAL COMPLETED & STORED TO DATE..... \$ 20,533,951.15

5. RETAINAGE: (Column G on G703)
 a. % of Completed Work \$ 1,026,697.56
 b. % of Stored Material \$ -

Total Retainage (Line 5a + 5b or Total in Column I of G703)..... \$ 1,026,697.56

6. TOTAL EARNED LESS RETAINAGE..... \$ 19,507,253.59

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 4 less Line 5 Total)..... \$ 19,114,548.77

8. CURRENT PAYMENT DUE..... \$ 392,704.82

9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)

NET CHANGES BY CHANGE ORDER

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, is attached.

CONTRACTOR: Jeffrey Bostock - VP Construction
 Date: December 23, 2014

Notary Public: Robert K. Barber
 My Commission Expires: 6/1/2018

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observation and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$ 392,704.82
 (Attached explanation if amount certified differs from the amount applied for: Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT: [Signature] Date: 1/12/15

By: This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK G702-1992

AVENUE, N.W. WASHINGTON, D.C. 20005-5292 * WARNING: Unlicensed photocopying violates U.S. copyright laws and will subject the violator to legal prosecution.

PARSONS BRINCKERHOFF

One Penn Plaza
New York, NY 101 19
Main: +1-212-465-5000
Fax: +1-212-465-5593

December 17, 2014

Mr. Eric Offenberg, P.E.
Director of Engineering
Rhode Island Turnpike & Bridge Authority
1 East Shore Road (P.O. Box 437)
Jamestown, Rhode Island 02835

PELL MT. HOPE	DATE	www.pbworld.com
CONTRACT 11-1-22	ACCT. 200	M040
REQUESTED	\$	
RETAINED	\$	
NET PAYMENT	\$ 17,785.84	CK. NO. 11/25
APPROVED:		
EXECUTIVE DIRECTOR		

**Subject: RHODE ISLAND TURNPIKE & BRIDGE AUTHORITY - NEWPORT/PELL BRIDGE
CONTRACT 11-1 - STEEL REPAIRS & PROTECTIVE COATING - EAST APPROACH - CSS
PB # 183820B - Estimate No 22 - Inv # 574288**

Dear Mr. Offenberg:

Enclosed please find an original of our invoice # **574288** in the amount of **\$12,785.84**
This invoice covers Parsons Brinckerhoff's services performed relating to the above referenced project
through **November 28, 2014**.

Please reference the above invoice number on your payment for our internal use.

If there are any questions, please contact Debra Moolin, Project Manager at (212) 465-5443 or Michelle Berry,
Project Control Administrator at (212) 465-5558.

Very truly yours,
PARSONS BRINCKERHOFF INC.



Debra Moolin
Project Manager

Enclosures

20-18030-200
MB

Approved
11/25/15


PARSONS BRINCKERHOFF INC.

Invoice No. AR# 574288

Issuing Company and Remittance Address

PARSONS BRINCKERHOFF INC.
 PO BOX 732476
 DALLAS, TX 75373-2476
 FEDERAL ID NO. 11-1531569

Company No.

02

Date

12/17/14

PB Project No.

183820B

Est # 22

Client Name and Address

Rhode Island Turnpike & Bridge Authority
 1 East Shore Road (P.O. Box 437)
 Jamestown, Rhode Island 02835
 Attention: Mr. Eric Offenber, P.E.

Client Order No.

Period Covered

From: 11/1/14 To: 11/28/14

Project Title

CONTRACT 11-1 - STEEL REPAIRS & PROTECTIVE COATING - EAST APPROACH - CSS

Total Invoice Amount

\$12,785.84

FOR PROFESSIONAL ENGINEERING SERVICES IN CONNECTION WITH CONTRACT 11-1; STEEL REPAIRS & PROTECTIVE COATING - EAST APPROACH - CSS.

LABOR CHARGES	\$11,891.72
NON LABOR CHARGES	\$894.12
SUBCONSULTANT	\$0.00
TOTAL AMOUNT DUE	<u><u>\$12,785.84</u></u>

CONTRACT AMOUNT:	<u>\$757,000.00</u>
PREVIOUSLY BILLED:	\$554,426.93
TOTAL THIS INVOICE	<u>\$12,785.84</u>
BILLED TO DATE:	<u>\$567,212.77</u>

BALANCE REMAINING:	<u><u>\$189,787.24</u></u>
--------------------	----------------------------

2013 BAN PROJ FID

MT. HOPE DATE 11/13/15
 CONTRACT 11-1 ACCT. 201 M040
 REQUESTED \$ _____
 RETAINED \$ _____
 NET PAYMENT \$ 250,419.93 CK. NO. 25
 APPROVED: _____
 EXECUTIVE DIRECTOR

20-18030-200
 NP

KEVILLE ENTERPRISES, INC.
 ALDEN CROSSING OFFICE PARK
 475 SCHOOL STREET - SUITE 11
 MARSHFIELD, MA. 02050

FID # 04-3112591

12/4/14

INVOICE 13025-20

RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY
 ONE EAST SHORE ROAD
 PO BOX 437
 JAMESTOWN, RI 02835-0437

ATTENTION: ERIC OFFENBERG

RITBA CONSTRUCTION INSPECTION SERVICES FOR CONSTRUCTION CONTRACT 11-1.

Direct Labor By Category	Actual Hours	Total Due	Previous Invoiced	Total Invoiced To Date	MAX. NOT TO EXCEED
RESIDENT ENGINEER	264.75	\$11,477.38	\$224,153.30	\$235,630.68	
TOTAL DIRECT LABOR		\$11,477.38	\$224,153.30	\$235,630.68	
INDIRECT LABOR 98.35%		\$11,288.01	\$215,132.95	\$226,420.96	
OVERTIME PREMIUM	0.00	\$0.00	\$0.00	\$0.00	
Other Direct Costs: (invoices attached)					
TOTAL EXPENSE		\$0.00	\$656.37	\$656.37	
Subtotal All Costs		\$22,765.39	\$439,942.62	\$462,708.01	
FIXED FEE 10% (LABOR)		\$2,276.54	\$43,928.62	\$46,205.16	
Total Cost Due		\$25,041.93	\$483,871.24	\$508,913.17	\$880,000.00

Keville Invoice # 13025-20 Total Due \$25,041.93

OK David P. Deveau

* KEI'S direct labor rates are escalated at an average rate of 3% on an annual basis.
 (Deveau - Aug.; Fernandes - Jan.; Beltzer - Aug.; Sharples - Jan.; Hughes - Aug.)
 * KEI'S field overhead rate is based upon an annual June audit. New rate effective with June invoice.

APPROVED
 11/21/15
 [Signature]

RI Turnpike & Bridge Auth Vendor Vendor ID Account Number Date Check Number
 Ammann & Whitney AMMAN001 01/13/2015 003206

Invoice Number	Date	Description	Amount	Discount	Paid Amount
1776 - 93	06/30/2014 •	Mt Hope - load rating	\$46,296.58	\$0.00	\$46,296.58
1776 - 92	06/30/2014 •	Mt Hope on-call CSS	\$11,017.48	\$0.00	\$11,017.48
10-14 - 1776 NO.102	01/13/2015		\$7,040.94	\$0.00	\$7,040.94
10-14 - 1776 NO.100	01/13/2015		\$9,292.13	\$0.00	\$9,292.13
10-14 - 1776 NO.101	01/13/2015		\$27,503.36	\$0.00	\$27,503.36

(Released) HELD = \$5734.06
 → 6/30/14

\$ 43,836.43 1/13/15

TOTALS: \$101,150.49 \$0.00 \$101,150.49

Mount Hope Bridge On-Call
 Task Order Assignment: Task 108 - Design Services for On-Call Maintenance Contract Documents

Invoice Period: October 2, 2014 through November 28, 2014

	Budget	Previously Billed	Billed This Period	Total Billed To Date	Percent of Budget
Direct Salaries	\$35,176.00	\$0.00	\$2,687.38	\$2,687.38	7.64%
Salaries with Multiplier (2.62)	\$92,161.40	\$0.00	\$7,040.94	\$7,040.94	7.64%
Other Direct Costs	\$1,000.00	\$0.00	\$0.00	\$0.00	0.00%
Total Project Costs (Not to Exceed)	\$93,161.40 \$94,000.00	\$0.00	\$7,040.94	\$7,040.94	7.56%

TOTAL DUE THIS INVOICE

\$7,040.94

Certification

I hereby certify that to the best of my knowledge and belief, this accounting represents a true and complete statement for services rendered in conformity with the terms of the contract.

Samuel Weissman
 Samuel Weissman, P.E.
 Senior Vice President

20-52060-300
 MW

Approved
 [Signature]
 1/12/15



R & R

96 Morton Street, New York, NY 10014-3309
212.462.8500 Fax 212.929.5356
www.ammann-whitney.com

Mr. Eric Offenberg, P.E.
Acting Director of Engineering
RI Turnpike & Bridge Authority
1 East Shore Road
Jamestown, Rhode Island 02835

RECEIVED DEC 16 2014
PELL MT HOPE DATE 1/13/15
CONTRACT 10-14 ACCT. M040
REQUESTED \$ 9292.13
RETAINED \$
NET PAYMENT \$ 101,504.99
APPROVED: CK. NO. 3206
EXECUTIVE DIRECTOR

Invoice No: 1776 No. 100
Date: December 12, 2014
RITBA Contract No. 10-14

Mount Hope Bridge On-Call
Task Order Assignment: Other Engineering Services

Invoice Period: March 1, 2014 through November 28, 2014

	<u>Budget</u>	<u>Previously Billed</u>	<u>Billed This Period</u>	<u>Total Billed To Date</u>	<u>Percent of Budget</u>
Direct Salaries	\$38,047.63	\$11,633.59	\$3,331.54 *	\$14,965.13	39.33%
Salaries with Multiplier (2.62)	\$99,684.79	\$30,480.01	\$8,728.63	\$39,208.64	39.33%
Other Direct Costs	\$315.21	\$315.20	\$563.50	\$878.70	0.00%
Total Project Costs (Not to Exceed)	\$100,000.00	\$30,795.21	\$9,292.13	\$40,087.34	40.09%

\$9,292.13

TOTAL DUE THIS INVOICE

* The above amount represents work associated with The 10 Year Plan.

Certification

I hereby certify that to the best of my knowledge and belief, this accounting represents a true and complete statement for services rendered in conformity with the terms of the contract.

S. Weissman
Samuel Weissman, P.E.
Senior Vice President

20-18031-300
NB

APPROVED
1/13/15

AMMANN & WHITNEY

RdR

96 Morton Street, New York, NY 10014-3309
 212.462.8500 Fax 212.929.5356
 www.ammann-whitney.com

Mr. Eric Offenberg, P.E.
 Acting Director of Engineering
 RI Turnpike & Bridge Authority
 1 East Shore Road
 Jamestown, Rhode Island 02835

Invoice No: 1776 No. 101
 Date: December 12, 2014
 RITBA Contract No. 10-14

RECEIVED DEC 16 2014
 FILED MI HOPE * DATE 1/13/15
 CONTRACT REQUESTED \$ ACCT. M040
 RETAINED \$ 27,503.36
 NET PAYMENT \$ 10,150.00 CK. NO. 3106
 APPROVED: EXECUTIVE DIRECTOR

Mount Hope Bridge On-Call

Task Order Assignment: Task 107 -Main Cable Investigation Design Services

Invoice Period: October 25, 2014 through November 28, 2014

	<u>Budget</u>	<u>Previously Billed</u>	<u>Billed This Period</u>	<u>Total Billed To Date</u>	<u>Percent of Budget</u>
Direct Salaries	\$69,656.00	\$1,610.16	\$10,211.82	\$11,821.98	16.97%
Salaries with Multiplier (2.62)	\$182,499.00	\$4,218.62	\$26,754.97	\$30,973.59	16.97%
Other Direct Costs	\$750.00	\$0.00	\$748.39	\$748.39	99.79%
Total Project Costs (Not to Exceed)	\$183,249.00 \$190,000.00	\$4,218.62	\$27,503.36	\$31,721.98	17.31%

TOTAL DUE THIS INVOICE

\$27,503.36

Certification

I hereby certify that to the best of my knowledge and belief, this accounting represents a true and complete statement for services rendered in conformity with the terms of the contract.

S. Weissman
 Samuel Weissman, P.E.
 Senior Vice President

20-18031-300
 MR

APPROVED
 [Signature]
 1/12/15

RI Turnpike & Bridge Auth Vendor
J.A.M. Materials

Vendor ID
JAMMA001

Account Number

Date
12/23/2014

Check Number
003205

Invoice Number	Date	Description	Amount	Discount	Paid Amount
20227	12/23/2014	JAM exit ramp	\$22,120.00	\$0.00	\$22,120.00

TOTALS: \$22,120.00 \$0.00 \$22,120.00

Ordered	Shipped	Description	Unit Price	Extended
6.00	6.00	CONTRACT Completion of Item #5 - Remove & Stack sign	30.00	180.00
150.00	150.00	CONTRACT Completion of Item #12 - Precast Median Barrier Double Faced	85.00	12,750.00
2.00	2.00	CONTRACT Completion of Item #13 - Plastic Pipe Barricade Standard	150.00	300.00
35.00	35.00	CONTRACT Completion of Item #20 - Directional Regulator & Warning Signs	62.50	2,187.50
1.00	1.00	CONTRACT Completion of Item #21 - Remove & Relocate Directional Regulatory & Warning Sign	300.00	300.00
35.00	35.00	CONTRACT Completion of Item #22 - Ground Mounted Primary Directional Signs Panel Extruded Aluminum	38.00	1,330.00
140.00	140.00	CONTRACT Completion of Item #23 - Overhead Sign Panels	44.00	6,160.00
35.00	35.00	CONTRACT Completion of Item #24 - Flexible Delineator Post	40.00	1,400.00
2,000.00	2,000.00	CONTRACT Completion of Item #25 - 4 Inch White Fast-drying Waterbourne Pavement Markings	0.20	400.00
3,500.00	3,500.00	CONTRACT Completion of Item #26 4 Inch Yellow Fast - Drying Waterbourne Pavement Marking	0.20	700.00
4,000.00	4,000.00	CONTRACT Completion of Item #27 - Remove Existing Pavement Markings	0.75	3,000.00
2.00	2.00	CONTRACT Change Order - Temp Directional Arrows	100.00	200.00
480.00	480.00	CONTRACT Change Order - 12 Inch White Fast Drying Waterbourne Pavement Markings	3.75	1,800.00
1.00	1.00	CONTRACT Change Order - Site Lighting Hand Hole	3,950.00	3,950.00
1.00	1.00	CONTRACT Change Order - Overhead Sign Mounting Brackets	900.00	900.00
<p>Any invoice past 30 days will be subject to pay a finance charge of 1.5% per month. (18% Per annum)</p> <p>We accept no responsibility for damage when is made inside curbs or on private property.</p> <p>All special orders sales are final. absolutely no returns</p>				

Continued on next page...

RI Turnpike & Bridge Auth	Vendor	Vendor ID	Account Number	Date	Check Number
	Modjeski and Masters, Inc.	MODMI001		01/13/2015	003207

Invoice Number	Date	Description	Amount	Discount	Paid Amount
PR3379, INV2(219356)	01/13/2015		\$84,896.52	\$0.00	\$84,896.52

TOTALS: \$84,896.52 \$0.00 \$84,896.52

RE: M&M Project Number 3379
Mt. Hope Bridge 2014 Annual Inspection

7032307
CHECK NO.
EXECUTIVE DIRECTOR

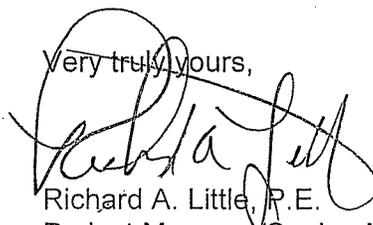
Dear Mr. Offenburg:

Enclosed is our Invoice No. 2 (219356) for engineering services provided in connection with the above referenced project through November 30, 2014.

The total amount due for this invoice is **\$84,896.52**.

If you have any questions, please call me.

Very truly yours,



Richard A. Little, P.E.
Project Manager/Senior Associate

RAL:jlb

encl.

52060
20-18031-300
MB

David
1/12/15

RI Turnpike & Bridge Auth Vendor Vendor ID Account Number Date Check Number
 Parsons Brinkerhoff Quade & D PARBK001 01/13/2015 003208

Invoice Number	Date	Description	Amount	Discount	Paid Amount
EST.22 INV 574288	01/13/2015		\$12,785.84	\$0.00	\$12,785.84
EST 4 - INV 574255	01/13/2015		\$3,339.76	\$0.00	\$3,339.76
EST. 8 - INV. 574285	01/13/2015		\$1,974.38	\$0.00	\$1,974.38
REQ-25-2	01/13/2015		(\$12,785.84)	\$0.00	(\$12,785.84)

TOTALS: \$5,314.14 \$0.00 \$5,314.14

Subject: INSTALLATION OF A MOVABLE MEDIAN BARRIER
PB # 183973A - Estimate No 4 - Inv # 574255

EXECUTIVE DIRECTOR
 JOF

Dear Mr. Offenber:

Enclosed please find an original of our invoice # 574255 in the amount of \$3,339.76
 This invoice covers Parsons Brinckerhoff's services performed relating to the above referenced project
 through November 28, 2014

Please reference the above invoice number on your payment for our internal use.

If there are any questions, please contact Debra Moolin, Project Manager at (212) 465-5443 or Michelle Berry,
 Project Control Administrator at (212) 465-5558.

Very truly yours,
 PARSONS BRINCKERHOFF INC.

Debra Moolin

Debra Moolin
 Project Manager

Enclosures

20-18031-200
 MF

ATTN: D
 1/12/15
[Signature]

PARSONS BRINCKERHOFF

#4 R & R

One Penn Plaza
New York, NY 101 19
Main: +1-212-465-5000
Fax: +1-212-465-5593

www.pbworld.com

December 17, 2014

Mr. Eric Offenberg, P.E.
Director of Engineering
Rhode Island Turnpike & Bridge Authority
1 East Shore Road (P.O. Box 437)
Jamestown, Rhode Island 02835

**Subject: RHODE ISLAND TURNPIKE & BRIDGE AUTHORITY - NEWPORT/PELL BRIDGE
PHASE I - LIDAR DECK SCANNING
PB # 183960A - Estimate No 8 - Inv # 574285**

PELL <input checked="" type="checkbox"/>	ML HOPE <input type="checkbox"/>	DATE	1/13/15
CONTRACT		ACCT	
REQUESTED	N/A		
RETAINED			
NET PAYMENT	\$	1,974.38	
APPROVED		5/3/4.14	
EXECUTIVE DIRECTOR			
OK. NO. 3208			

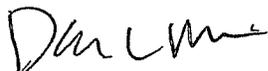
Dear Mr. Offenberg:

Enclosed please find an original of our invoice # **574285** in the amount of **\$1,974.38**
This invoice covers Parsons Brinckerhoff's services performed relating to the above referenced project
through **November 28, 2014**

Please reference the above invoice number on your payment for our internal use.

If there are any questions, please contact Debra Moolin, Project Manager at (212) 465-5443 or Michelle Berry,
Project Administrator at (212) 465-5558.

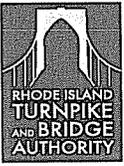
Very truly yours,
PARSONS BRINCKERHOFF INC.


Debra Moolin
Project Manager

Enclosures

20-18031-200 MP

APVD
1/12/15

RHODE ISLAND Turnpike and Bridge Authority

Board Agenda Item Tracking System

AGENDA ITEM 7	DATE PREPARED: January 21,	SUBJECT: 401(k) Plan Record-keeper and Trustee
FOR THE MEETING OF: February 4, 2015		PREPARED BY: Nancy E. Parrillo

SUMMARY DESCRIPTION:

Ratification of Mass Mutual as the record-keeper for the RITBA Retirement Plan (401(k) as well as Reliance Trust Company as the Trustee for said plan

Financial Effect: N/A

Instructions: The individual named at the top of this page as "preparer" indicates in boxes below which individuals and departments are to review and approve this document and its corresponding support (if applicable) prior to distribution to Board members. Then, each individual places his or her initials and date in the appropriate space in evidence of their review.

ROUTING	EXECUTIVE DIRECTOR EARL J. CROFT III	INITIALS	DATE	BOARD ACTION:
√	FINANCE NANCY E. PARRILLO	<i>net</i>	1/21/15	<p><input type="checkbox"/> TABLED: UNTIL _____</p> <p><input type="checkbox"/> DISCUSSED: <i>Action Taken:</i></p> <p style="padding-left: 40px;">VOTE TAKEN: <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p style="padding-left: 40px;">APPROVED: <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p><input type="checkbox"/> RATIFIED</p>
	ENGINEERING ERIC OFFENBERG			
	OPERATIONS JAMES SWANBERG			
	MAINTENANCE JAMES ROMANO			
	EZ PASS KATHRYN O'CONNOR			
	IT MICHAEL BONSIGNORE			
	OTHER (SPECIFY)			

RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY

Resolutions

WHEREAS, the Rhode Island Turnpike and Bridge Authority (the "Authority") maintains for the benefit of its employees a retirement plan (the "Plan") which is intended to qualify under § 401(a) of the Internal Revenue Code of 1986, as amended from time to time; and

WHEREAS, the Authority requires certain trustee, administrative, and investment services under the Plan; and

WHEREAS, Meridien Financial Group, Inc., and its affiliates ("Meridien") serve as financial advisor and consultant to the Authority for the Plan; and

WHEREAS, Meridien has recommended to the Authority that the Authority retain such services for the Plan pursuant to certain agreements; and

WHEREAS, the members of the Authority deem it to be in the best interests of the Authority to retain such services for the Plan in accordance with certain agreements;

NOW, THEREFORE, BE IT:

RESOLVED: The Authority, as Plan Sponsor of the Plan, hereby appoints Reliance Trust Company as Trustee of the Plan, and further, the Authority shall enter into a Trust Agreement, substantially in the form of Trust Agreement presented to the members of the Authority, pursuant to which Reliance Trust Company will provide certain trust services for the Plan.

RESOLVED: The Authority, as Plan Sponsor of the Plan, shall enter into an Administrative Services Agreement with Massachusetts Mutual Life Insurance Company ("MassMutual"), substantially in the form of Administrative Services Agreement presented to the members of the Authority, pursuant to which MassMutual will provide certain administrative and recordkeeping services for the Plan.

RESOLVED: The Authority, as Plan Sponsor of the Plan, shall enter into an Investment Agreement with MassMutual, substantially in the form of Investment Agreement present to the members of the Authority, pursuant to which MassMutual will provide certain investment services for the Plan.

RESOLVED: Stephen C. Waluk, Chair of the Authority, and Buddy Croft, Executive Director of the Authority, are each hereby authorized, empowered, and directed, for and in the name of the Authority, signing

and acting singly, to execute, acknowledge, and deliver such Administrative Services Agreement, Trust Agreement, and Investment Agreement, and any other agreements, assignments, certificates, documents, or instruments and to take any and all other action which either of them, in his sole discretion, deem necessary and/or appropriate to effectuate these resolutions and the terms and conditions of such agreements.

ADOPTING RESOLUTION

The following resolutions were approved by Rhode Island Turnpike & Bridge Authority (the "Employer") with respect to the change of Trustees under the Rhode Island Turnpike & Bridge Authority Retirement Plan (the "Plan"), a qualified retirement plan maintained for the benefit of the Employer's employees.

- RESOLVED: That the Employer ratifies and confirms that Denise Anthony, Deborah Brayton and Darrell Waldron have been relieved of their responsibilities as Trustees of the Plan, effective as of January 1, 2015.

- RESOLVED: That the Employer ratifies and confirms that Reliance Trust Company (1100 Abernathy Road 500 Northpark, Suite 400, Atlanta, GA 30328) has been appointed as the successor Trustee of the Plan, and that the trust agreement by and between the Employer and Reliance Trust Company has been adopted, effective as of January 1, 2015.

- RESOLVED: That the Employer ratifies and confirms that Massachusetts Mutual Life Insurance Company (1295 State Street, Springfield, MA 01111) has been appointed as an agent of the successor Trustee, effective as of January 1, 2015.

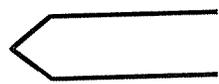
- RESOLVED: That the appropriate representatives of the Employer are hereby authorized and directed to take any and all actions necessary or appropriate to effectuate the foregoing resolutions, including the making and execution of any subsequent changes or amendments to the Plan.

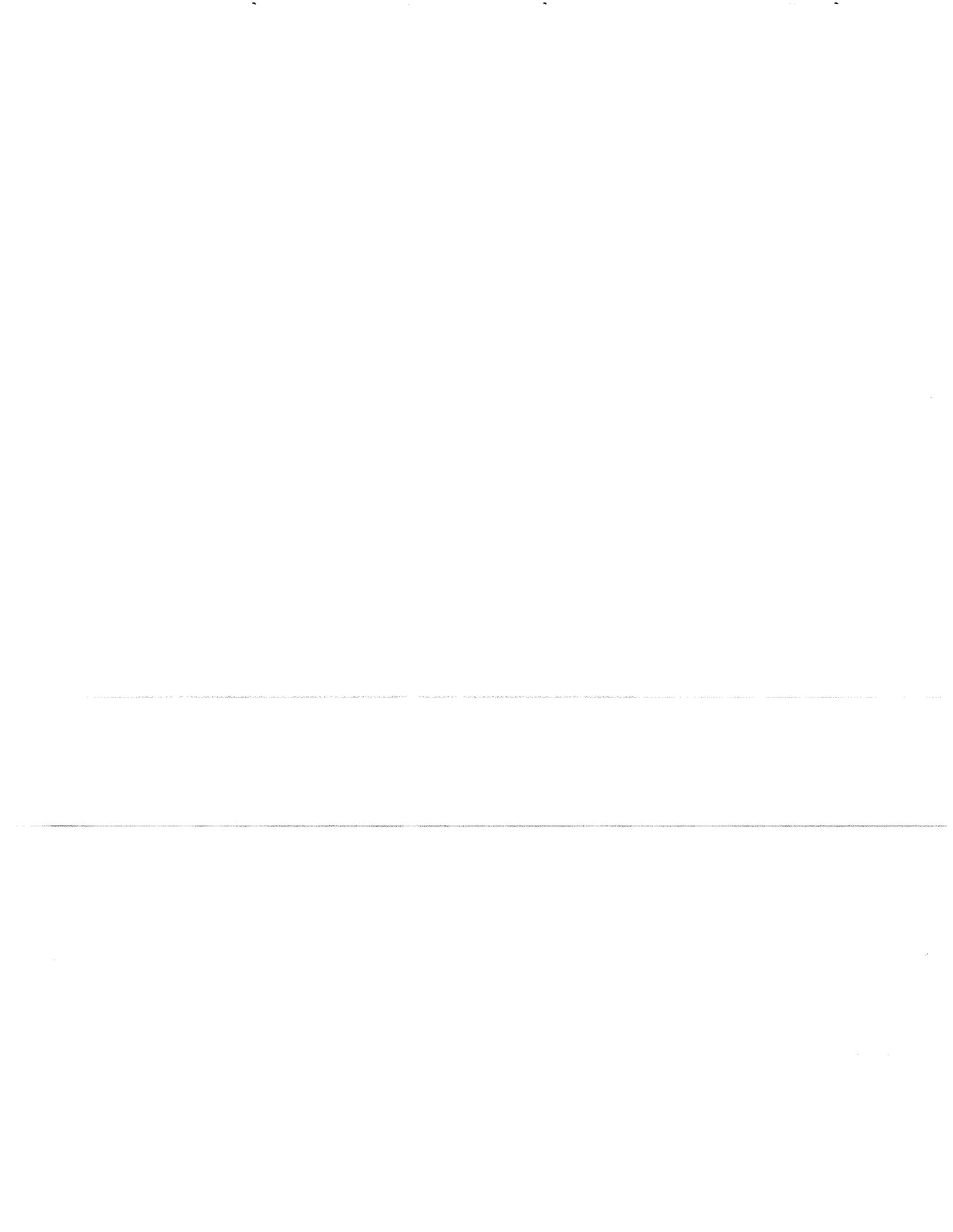
RHODE ISLAND TURNPIKE & BRIDGE AUTHORITY

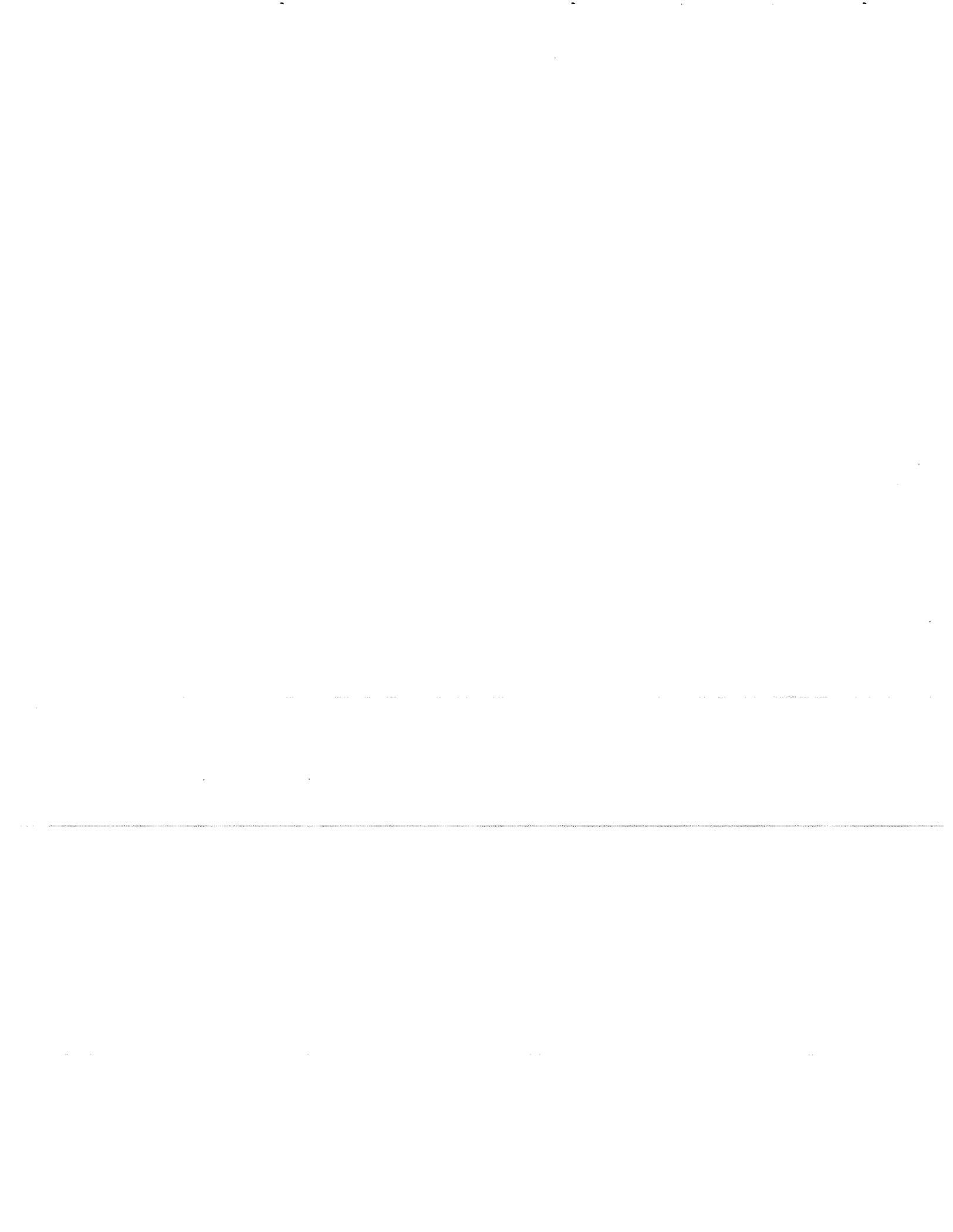
By: _____

Title: _____

December _____, 2014







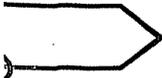
**UNANIMOUS ACTION OF THE BOARD OF DIRECTORS
OF PLAN SPONSOR**

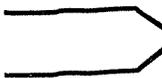
**IN LIEU OF SPECIAL MEETING
TAKEN AS OF _____**

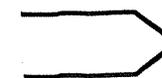
The undersigned hereby take the following corporate action with respect to **Rhode Island Turnpike & Bridge Authority Retirement Plan**:

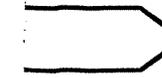
- **RESOLVED**, that the Board of Directors appoint **Reliance Trust Company, 1100 Abernathy Road 500 Northpark, Suite 400 Atlanta, GA 30328** as Trustee with Respect to the **Rhode Island Turnpike & Bridge Authority Retirement Plan** effective **January 1, 2015**.
- **RESOLVED**, that the Board of Directors authorizes the **plan recordkeeper, Massachusetts Mutual Life Insurance Company, 1295 State Street, Springfield, MA 01111**, as an agent of the Trustee as indicated in the Trust Agreement.

There being no further business each of the undersigned had caused this Consent to be executed in their capacity as a member of the Board of **Rhode Island Turnpike & Bridge Authority**.

 By: _____ Date: _____

 By: _____ Date: _____

 By: _____ Date: _____

 By: _____ Date: _____

 By: _____ Date: _____

 By: _____ Date: _____

APPLICATION FOR GROUP ANNUITY CONTRACT

to

MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY
(MassMutual)

Springfield, Massachusetts

Application is hereby made for a Group Annuity Contract (the "Contract") by Rhode Island Turnpike & Bridge Authority (the "Applicant"), to be issued to Rhode Island Turnpike & Bridge Authority (the "Investor") by the Massachusetts Mutual Life Insurance Company (the "MassMutual") to provide benefits for eligible employees of the

Rhode Island Turnpike & Bridge Authority Retirement Plan

Said Contract will be prepared by MassMutual on Form No. GP 5566, or the contract form then being issued, and designated as Group Annuity Contract No. MR 061589, the terms and conditions of which have been mutually agreed upon by the Applicant and MassMutual.

It is understood and agreed that this Application will become a part of the Contract hereby applied for, that said Contract is to be effective as of January 1, 2015 and that this Application supersedes and replaces any prior application for said Contract.

I, the undersigned, have read and understood the proposal material presented to me prior to entering into this Contract and any applicable prospectus.

ANY PERSON WHO KNOWINGLY, AND WITH INTENT TO DEFRAUD AN INSURANCE COMPANY OR OTHER PERSON, SUBMITS AN APPLICATION FOR INSURANCE OR FILES A CLAIM CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF INSURANCE FRAUD, WHICH IS A CRIME.

Signed at _____, this _____ day of _____, 20 ____.

(Location)

Rhode Island Turnpike & Bridge Authority
(Complete Legal Name of Applicant)

By _____
Signature and Title

For Information of MassMutual:

(Soliciting Agent or Broker)

(Signature of Resident Agent Where Required
by Law if other than Soliciting Agent or Broker)

TRUST AGREEMENT

FOR

Rhode Island Turnpike & Bridge Authority Retirement Plan

**Reliance Trust Company
Trustee
1100 Abernathy Road NE, Suite 400
Atlanta, GA 30328-5634**

TRUST AGREEMENT

THIS TRUST AGREEMENT (the "Agreement") is entered into on this 1st day of January, 2015, by and between Rhode Island Turnpike & Bridge Authority (the "Employer") and Reliance Trust Company (the "Trustee").

WITNESSETH:

WHEREAS, the Employer maintains, for the benefit of its eligible employees and those of its participating affiliate companies, the Plan, which is intended to qualify under §401(a) of the Internal Revenue Code of 1986, as amended (the "Code");

WHEREAS, the Employer desires to appoint the Trustee as a directed trustee to hold and administer the assets of the Plan in accordance with this Agreement; and

WHEREAS, the Trustee has agreed to serve as directed trustee of the trust established under this Agreement;

NOW, THEREFORE, the Employer and the Trustee hereby mutually covenant and agree as follows:

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TRUST SPECIFICATIONS SCHEDULE

ATTACHMENT

ARTICLE 1 DEFINITIONS

The following words and phrases, when used herein with an initial capital letter, shall have the meanings set forth below or in the Trust Specifications Schedule unless a different meaning plainly is required by the context. Any reference to a section number shall refer to a section of this Agreement unless otherwise specified.

- 1.1 **Administrator** means the person, committee or entity appointed by the Employer to serve as plan administrator of the Plan within the meaning of ERISA §3(16)(A). Unless the Employer notifies the Trustee in writing of the appointment of an Administrator, the Employer shall be deemed to be the Administrator.
- 1.2 **Alternate Payee** means a person designated to receive all or a portion of the Participant's benefit pursuant to a qualified domestic relations order.
- 1.3 **Beneficiary** means any person designated under the terms of the Plan to receive benefits payable upon the death of a Participant.
- 1.4 **Broker** means a broker-dealer registered under the Securities Exchange Act of 1934 with whom a Participant, Beneficiary or Alternate Payee may enter into a self-directed Brokerage Account to direct the investment of Trust Assets.
- 1.5 **Brokerage Account** means any brokerage account established with a registered broker/dealer for the purposes of investing the Trust Assets.
- 1.6 **Code** means the Internal Revenue Code of 1986, as amended.
- 1.7 **Effective Communication** - means written or electronic communication in a form satisfactory to the Trustee, which shall be deemed given when delivered personally, upon receipt of a transmission confirmation if sent electronically or by facsimile or like transmission, and considered delivered upon receipt by Trustee when sent by Federal Express, United Parcel Service, Express Mail, or other reputable overnight courier.
- 1.8 **Employer Stock** means the common stock of the Employer or any other qualifying employer security within the meaning of ERISA §407(d)(5).
- 1.9 **ERISA** means the Employee Retirement Income Security Act of 1974, as amended.
- 1.10 **Investment Fund** means any of the separate funds, including a Brokerage Account, established by the Named Fiduciary for the investment of Plan assets.

- 1.11 **Investment Manager** means any person, corporation or other organization or association appointed by the Named Fiduciary consistent with the terms of §4.3 to manage, acquire or dispose of the assets of an Investment Fund.
- 1.12 **Named Fiduciary** means the person, committee or entity appointed in accordance with the terms of the Plan to make and effect investment decisions under the Plan and Trust.
- 1.13 **Participant** means an employee or former employee of a Participating Employer who has an account balance under the Plan.
- 1.14 **Participating Employer** means the Employer, any of its affiliates or any unaffiliated employer that has adopted or hereafter may adopt the Plan for the benefit of its employees and which continues to participate in the Plan.
- 1.15 **Sub-Custodian** means State Street Bank & Trust Company, which serves as sub-custodian to Reliance Trust Company.
- 1.16 **Trust** means the trust established by this Agreement.
- 1.17 **Trust Assets** means the total amount of cash and other property held from time to time under this Agreement.
- 1.18 **Trust Specifications Schedule** means a schedule, which is part of this Agreement, that contains all customized terms and amended parts to this Agreement as may be updated from time to time.
- 1.19 **Trustee** means Reliance Trust Company, which shall also serve as custodian for the Trust Assets.

ARTICLE 2 ESTABLISHMENT OF THE TRUST

2.1 Trust Established.

The Employer has established with the Trustee, as a funding medium for the Plan, a Trust consisting of the Trust Assets and such earnings, profits, increments, additions and appreciation thereto and thereon as may accrue from time to time.

2.2 Limit of Participating Employers' Interests.

- (a) No Right to Reversion. Except as provided in subsection (b) hereof and except as provided by ERISA and the Code, the Participating Employers shall not have any right, title, interest, claim or demand whatsoever in or to the funds held by the Trustee, other than the right to a proper application thereof and accounting therefore by the Trustee as provided herein, nor shall any funds revert to any Participating Employer, except as permitted by ERISA or the Code or required by the Code for qualification of the Plan.
- (b) Return of Contributions. Any other provisions of this Agreement or the Plan notwithstanding, if and to the extent permitted by the Code, ERISA and other applicable laws and regulations thereunder, upon the Employer's request, a contribution (i) made by a mistake in fact, or (ii) conditioned upon the deductibility of the contribution under Code §404, shall be returned to the specified Participating Employer within one year after the mistaken payment of the contribution or the disallowance of the deduction (to the extent disallowed), whichever is applicable.

2.3 Trustee's Conditional Acceptance. The Trustee accepts the Trust hereby created and agrees to perform the duties required of the Trustee, subject, however, to the following conditions:

- (a) Directed Trustee. The parties expressly acknowledge and agree that the Trustee is a directed trustee as described in ERISA §403(a). In the management and control of the Trust Assets, the Trustee shall be subject to the direction of the Employer, Administrator, Named Fiduciary, Participants, Beneficiaries or Alternate Payees in the Plan and, to the extent applicable under the terms of this Agreement, the directions of Investment Managers. The Trustee shall not make any investment review of, consider the propriety of holding or selling, or vote any assets held in the Trust except with respect to Employer Stock as directed by the Administrator, Investment Manager, Named Fiduciary, Participant, Beneficiaries, Alternate Payees or Participating Employer. The Trustee shall have no responsibility to review or make recommendations regarding investments made at the direction of the Employer, Administrator, Named Fiduciary, Participant, Beneficiaries, Alternate Payees or an Investment Manager. The Employer, Administrator, Investment Manager, Named Fiduciary, Participants, Beneficiaries, and Alternate Payees shall not issue any directions to the Trustee that are in violation of the terms of the Plan or this Agreement or prohibited by ERISA. The Participants, Beneficiaries and Alternate Payees may exercise direction to the Trustee only through the Recordkeeper, provided that if the

Plan permits a Participant, Beneficiary or Alternate Payee to direct investments through a self-directed Brokerage Account, each such self-directed Brokerage Account shall be opened in the name of the Trustee with a Broker for the benefit of each affected Participant, Beneficiary or Alternate Payee. The Trustee shall have and exercise authority and control over such Brokerage Account to the extent required by ERISA, subject always to the terms of the Plan and to authorized directions from the Administrator, Investment Manager, Named Fiduciary, Participant, Beneficiary, Alternate Payee or Participating Employer. Subject to the foregoing, the parties agree that Participants, Beneficiaries or Alternate Payees may relay trading instructions directly to the Broker.

- (b) **Compensation.** The Trustee shall be entitled to compensation for its services under this Agreement at such rates as from time to time the Trustee and the Recordkeeper shall agree in writing.

ARTICLE 3 DUTIES OF TRUSTEE

3.1 **Duties.** The following shall be the duties of the Trustee hereunder, provided the Trustee may delegate any or all of such duties to a third-party, including the Sub-Custodian and Recordkeeper, as set forth below:

- (a) **Receipt of Contributions.** To receive any contributions paid to it under this Agreement in cash, shares of Employer Stock or in other property acceptable to the Trustee. The Trustee shall be responsible only for property actually received by it pursuant to this Agreement. The Trustee has delegated this duty to the Sub-Custodian.
- (b) **Administration of Trust Assets.** In accordance with directions received (either directly or indirectly) under the terms of this Agreement, to hold, invest and reinvest (except as otherwise provided herein) all contributions so received, together with the income therefrom and any other increment thereon, for the exclusive benefit of Participants, Alternate Payees and their Beneficiaries in accordance with the terms of this Agreement. The Trustee has delegated this duty to the Sub-Custodian.
- (c) **Payments.** The Administrator, Participants, Beneficiaries or Alternate Payees will direct that payments be made under the Plan and the Trustee delegates the duty to accept these directions to the Recordkeeper. The Trustee shall be fully protected in relying upon the directions received from the Recordkeeper. In the absence of negligence or willful misconduct on the part of the Trustee or the Recordkeeper, the Administrator hereby indemnifies Trustee from any loss, claim, damage or liability, including legal expenses, that may arise in connection with Trustee's acting upon such direction. The Administrator shall provide Effective Communication to Trustee to revoke such delegation to Recordkeeper. Notwithstanding the foregoing delegation of authority, the Administrator retains the right to separately direct the Trustee with respect to any payment from the Trust Assets, and Trustee shall be fully protected in relying upon such directions.
- (d) **Records.** To keep such accounts and records and make such reports and disclosures as shall be required under this Agreement. The Trustee has delegated this duty to the Recordkeeper.
- (e) **Authorized Acts.** To take any action directed by the Employer, Named Fiduciary, Administrator, Recordkeeper, or the authorized designee of any of them. The Trustee may rely on any such direction without question and shall not be liable for any failure to act pending receipt of any such direction.

- (f) **Acceptance of Rollovers.** At the direction of the Administrator, to accept a contribution of cash distributed or distributable to a Participant from another employee benefit plan qualified under Code §401(a), or from an individual retirement account or annuity described in Code §408, or from 403(b) and 457(b) retirement plans. The Administrator shall be solely responsible for determining that any such contribution represents an eligible rollover contribution within the meaning of Code §402(c)(4) or Code §408(d)(3)(A)(ii). The Trustee has delegated this duty to the Sub-Custodian.

ARTICLE 4
INVESTMENT OF TRUST ASSETS

4.1 **General Investment Power/Investment Funds.**

- (a) **Authority of Named Fiduciary.** Except as provided in §4.2 and 4.3, the Named Fiduciary shall have all authority and responsibility for the management, disposition and investment of the Trust Assets, and the Trustee shall comply with directions of the Named Fiduciary. The Named Fiduciary shall not issue any directions that are in violation of the terms of the Plan or this Agreement or prohibited by ERISA.
- (b) **Investment Funds.** The Trust shall be divided into one or more separate Investment Funds, the number, makeup and description of which shall be determined from time to time by the Named Fiduciary. The Trustee shall implement, terminate, value, transfer to and from and allocate the gains, losses and expenses among the Investment Funds in accordance with the proper directions of the Named Fiduciary, Administrator, Recordkeeper, or their delegates, and, to the extent applicable under the terms of this Agreement, the directions of Investment Managers.
- (c) **Funding Policy.** The Named Fiduciary is responsible for establishing and carrying out a funding policy and method as required under ERISA §402(b)(1), consistent with the objectives of the Plan and the requirements of ERISA. The Trustee will rely on the Named Fiduciary for direction with respect to the proper diversification of the Trust Assets, for the prudence of any investment of Trust assets, or for compliance with statutory limitations on the amount of investment in securities or other property of the Employer or its affiliates.

4.2 **Participant Direction of Investments.**

To the extent provided for under the Plan, each Participant, Beneficiary, and Alternate Payee shall have investment authority over his or her account and may direct the investment and reinvestment of assets among the Investment Funds. The Administrator or its designee (which may be the Recordkeeper) shall communicate such directions to the Trustee under procedures established by the Trustee and the Administrator, and the Trustee shall follow and carry out such directions. If a Participant, Beneficiary, or Alternate Payee who has investment authority under the terms of the Plan fails to provide such directions, the Trustee shall invest the Participant's, Beneficiary's or Alternate Payee's account among the Investment Funds in accordance with the directions of the Named Fiduciary, as maintained by the Recordkeeper. The Trustee shall not be liable for any loss that results from a Participant's, Beneficiary's or Alternate Payee's exercise of investment control.

4.3 **Investment Managers.**

- (a) **Appointment.** The Named Fiduciary may, but shall not be required to, appoint one or more Investment Managers to manage the assets of all or any one or more of the Investment Funds. The Employer hereby certifies to the Trustee that each such Investment Manager appointed hereunder is or will be either (i) registered as an investment adviser under the Investment Advisers Act of 1940; (ii) a bank, as defined in such Act; or (iii) an insurance company qualified to perform the services of Investment Manager under the laws of more than one state; and that it has obtained from any Investment Manager so appointed by it a written statement: (i) acknowledging that such Investment Manager is, or on the effective date of its appointment will become, a fiduciary within the meaning of ERISA §3(21)(A) with respect to the Trust Assets under its management; and (ii) certifying that such Investment Manager: (I) has the power to manage, acquire or dispose of Trust Assets in the manner contemplated by the contract or other written instrument by which its appointment is or will be effected; and (II) is either an investment adviser, a bank or an insurance company which is qualified to be appointed as an Investment Manager under this Agreement.
- (b) **Contractual Arrangement.** The Named Fiduciary shall enter into a written contract or agreement with each such Investment Manager in connection with its appointment as such, and such contract shall be subject to such terms and conditions and shall grant to the Investment Manager such authority and responsibilities in the management of the applicable Investment Fund assets as the Named Fiduciary deems appropriate under the circumstances. Without limiting the generality of the foregoing, such contract may establish investment objectives for the assets of the Investment Fund(s) under the management of the Investment Manager and may limit the types of assets that may be acquired or held by such Investment Fund(s).
- (c) **Trustee's Duties.** With respect to each Investment Fund the management of which has been delegated to an Investment Manager, the Trustee shall follow and carry out the instructions of the appointed Investment Manager with respect to the acquisition, disposition and reinvestment of assets of such Investment Fund, including instructions relating to the exercise of all ownership rights in such assets, and the Trustee shall not be under any obligation to invest or otherwise manage any assets allocated to such Investment Fund.
- (d) **Failure to Direct.** In the event that an appointed Investment Manager shall fail to direct the Trustee with respect to investment of all or any portion of the cash held in an Investment Fund under its management, the Trustee shall invest such cash in accordance with the directions of the Named Fiduciary, as maintained by the Recordkeeper.
- (e) **Termination of Appointment.** Upon the termination of the appointment of an Investment Manager, the Named Fiduciary shall (i) appoint a successor Investment Manager with respect to the Investment Fund(s) formerly under the management of the terminated Investment Manager, (ii) direct the Trustee to merge or combine such Investment Fund(s) with other Investment Fund(s) or Trust Assets, or (iii) direct the Trustee to invest the assets of such Investment Fund as the Named Fiduciary deems appropriate in accordance with the existing funding policy.

4.4 **Manner and Effect of Directions.**

- (a) **Delegation of Authority.** The Trustee, who is authorized and directed to serve as the custodian with the authority and responsibility for receiving and carrying out the directions of the Participants, Beneficiaries, Alternate Payees, Employer, Administrator, Named Fiduciary or their designees, has delegated such custodial duties to the Sub-Custodian. With respect to any assets held by a party other than Trustee, the Trustee is authorized and directed to delegate to a custodian the authority and responsibility for receiving and carrying out the directions of the Participants, Beneficiaries, Alternate Payees, Employer, Administrator, Named Fiduciary or their designees. The Trustee is authorized and directed to enter into such agreements with another custodian as are deemed necessary or appropriate to effect such delegation. The Employer represents that all directions given by it in any capacity under this Agreement, whether to the Trustee or the custodian, shall comply with the terms of the Plan, this Agreement, ERISA and other applicable law. The Employer specifically acknowledges and agrees that to the extent Employer Stock is (i) held in custody by a party other than the Trustee or Sub-Custodian or (ii) a party other than the Trustee is providing services for Employer stock (such as unitization services, trading services, fiduciary services, etc.), then Employer hereby agrees that Trustee shall have no responsibility for any actions or omissions by such party and shall indemnify and hold harmless Trustee from and against any liability, cost (including attorney fees), loss, claim, suit or expense arising from such action or omission by that party for which the Trustee is not otherwise indemnified.
- (b) **Manner of Direction.** Any direction, request or approval of the Employer, Participants, Beneficiaries, Alternate Payees, Administrator, Named Fiduciary or any other party to whom authority to give such directions, requests or approvals is delegated under the powers conferred under this Agreement (including, without limitation, the Recordkeeper and its designees) shall be provided to the Trustee or the Sub-Custodian in writing, by automated telephone response system, electronic data transmission (including internet communications) or such other means of Effective Communication as is acceptable to the Trustee or the Sub-Custodian, as applicable.
- (c) **Liability for Authorized Acts.** Except in the event of its own negligence or willful misconduct, the Trustee shall incur no liability to anyone for any action that it or the Sub-Custodian as its delegate takes pursuant to a direction, request or approval given by the Employer, Participants, Beneficiaries, Alternate Payees, Named Fiduciary, Administrator or by any other party (including, without limitation, the Recordkeeper and any of its agents) to whom authority to give such directions, requests or approvals is delegated under the powers conferred upon the Employer, Participants, Beneficiaries, Alternate Payees, Named Fiduciary, Administrator or such other party under this Agreement.

4.5 **Authorization of Designee(s).**

The Administrator and the Named Fiduciary may each appoint one or more designees to act on their behalf. If a designee (or designees) is appointed, the Administrator or the Named Fiduciary shall furnish the Trustee with Effective Communication of the appointment and a specimen signature of each designee. The Trustee shall be entitled to rely upon such documentation until the Trustee receives Effective Communication to the contrary.

ARTICLE 5 POWERS OF TRUSTEE

5.1 General Authority.

In accordance with the directions of the Named Fiduciary, Participants, Beneficiaries and Alternate Payees, and any Investment Managers as provided in Article IV, the Trustee shall receive, hold, manage, convert, sell, exchange, invest, reinvest, disburse and otherwise deal with the assets of the Trust, including contributions to the Trust and the income and profits therefrom, without distinction between principal and income and in the manner and for the uses and purposes set forth in the Plan and as hereinafter, described, provided that the Trustee is authorized to delegate to the Recordkeeper certain of the specific powers listed below.

5.2 Specific Powers.

In the management of the Trust, the Trustee shall have the following powers in addition to the powers customarily vested in trustees by law and in no way in derogation thereof; provided, all such powers shall be exercised only upon and in accordance with the directions of the Participants, Beneficiaries, Alternate Payees, Named Fiduciary, Administrator and, to the extent applicable, any duly appointed Investment Managers:

- (a) **Purchase of Property.** With any cash at any time held by it, to purchase or subscribe for any authorized investment (as defined in §5.3) and to retain the same in trust;
- (b) **Disposition of Property.** To sell, exchange, transfer or otherwise dispose of any property at any time held by it;
- (c) **Retention of Cash.** To hold cash without interest in administrative accounts for contribution and distribution processing in such amounts as may be reasonable and necessary for the proper operation of the Plan and the Trust;
- (d) **Exercise of Owner's Rights.** The Employer acknowledges and agrees that the Trustee shall not have the right or power to vote proxies appurtenant to securities that the Trustee holds except as directed by the Employer, Administrator, Named Fiduciary, Participants, Beneficiaries or Alternate Payees. The Employer acknowledges and agrees that Trustee shall not make any review of, or consider the propriety of, holding or selling any assets held as Trust Assets in response to any tender offer, conversion privilege, rights offering, merger, exchange, public offering and/or any proxy action for any of such assets. The Employer agrees not to issue any directions to the Trustee relating to any corporate event, proxy votes or holding or selling assets held as Trust Assets that are contrary to or in violation of the terms of the Plan document or this Agreement or that are prohibited by ERISA or the Internal Revenue Code of 1986. The Employer acknowledges and agrees that, as to all such matters described in this subsection, the Employer has directed the Named Fiduciary to (a) vote proxies and decide whether or not to hold or sell assets from

Trust Assets in response to a tender offer or other proxy action or corporate event for any such assets, or (b) direct the Trustee to do so;

- (e) **Registration of Investments.** To cause any stock, bond, other security or other property held as part of the Trust to be registered in its own name or in the name of one or more of its nominees; provided, the books and records of the Trustee shall at all times show that all such investments are part of the Trust;
- (f) **Qualified Pooled Investments.** To transfer, at any time and from time to time, all or any part of the Trust Assets to, or withdraw the same from, any pooled Investment Fund or group or collective trust, invested in similar types of securities or other investments, maintained by a bank or trust company (including, if applicable, the Trustee) supervised by a state or federal agency, which has been determined by the Internal Revenue Service to be a qualified trust or fund exempt from federal income tax under Code §501(a) and which has been established to permit separate pension and profit sharing trusts qualified under Code §401(a) to pool some or all of their funds for investment purposes; to the extent the Trust Assets are invested in such a pooled fund or group or collective trust, the terms of the instrument establishing such pooled fund or group or collective trust are made a part of this Agreement as fully as if set forth at length herein; the commingling of assets of this Trust with assets of other qualified participating trusts in such pooled funds or group or collective trusts is specifically authorized;
- (g) **Purchase of Contracts.** To apply for, purchase, hold, transfer, surrender and exercise all incidents of ownership of any life insurance or annuity contract (but not a contract for a life annuity unless the Plan provides for the distribution of benefits in such form) which the Named Fiduciary directs it to purchase;
- (h) **Execution of Instruments.** To make, execute, acknowledge and deliver any and all documents of transfer and conveyance and any and all other instruments, which may be necessary or appropriate to carry out the powers herein granted;
- (i) **Settlement of Claims and Debts.** To settle, compromise or submit to arbitration any claims, debts or damages due or owing to or from the Trust, to commence or defend suits or legal or administrative proceedings and to represent the Trust in all suits and legal and administrative proceedings;
- (j) **Employment of Agents, Advisers and Counsel.** To employ suitable agents, actuaries, accountants, investment advisers, brokers, sub-custodians and counsel, and to pay their reasonable expenses and compensation. Counsel may be counsel to the Employer, and such counsel's advice may be sought on any legal matter including the interpretation of this Agreement and the Plan. The Trustee shall be fully protected in acting on advice of counsel to the Employer, if such counsel is acting on behalf of the Employer; and
- (k) **Power to do any Necessary Act.** To do all acts which it may deem necessary or proper and to exercise any and all powers of the Trustee under the Plan and this Agreement upon such terms and conditions as it may deem in the best interests of the Trust.

5.3 **Authorized Investments**

- (a) **General Definition.** "Authorized investment" as used in this Article V shall mean bonds, debentures, notes or other evidences of indebtedness; stocks (regardless of class) or other evidences of ownership, in any corporation, mutual investment fund, investment company, association or business trust, annuity contracts (other than life annuity contracts), guaranteed income contracts; and savings accounts and certificates and interest-bearing deposits in any depository institution (including the Trustee or any affiliate of the Trustee). To the extent directed by the Named Fiduciary, "authorized investment" shall include Employer Stock. "Authorized investments" shall not be limited to that class of investments which are defined as legal investments for Trust Assets under the laws of the state in which the Employer has its principal place of business or of any other jurisdiction.
- (b) **Limitation on Investment in Securities of the Employer.** Notwithstanding anything herein to the contrary, no assets of the Trust Assets shall be invested in securities of the Employer or an affiliate unless the Named Fiduciary determines that such investment may be made without registration under the federal Securities Act of 1933, as amended, and under any applicable state law, or in the alternative, that the securities have been so registered or qualified. The Named Fiduciary shall specify any restrictive legend that is required to be set forth on the certificates for the securities and the procedures to be followed by the Trustee to affect a resale of such securities. The Investment Committee shall only direct the investment of Trust funds in securities of the Company or an affiliate if those securities are traded in a public market or exchange permitting a readily ascertainable fair market value.
- (c) **Responsibility for Compliance.** The responsibility for determining whether any investment of Trust Assets complies with the terms of this Agreement and applicable law shall lie solely with the Named Fiduciary, and the Trustee shall have no responsibility to ascertain whether any investment made at the direction of the Named Fiduciary or other authorized person complies with the terms of this Agreement or applicable law. The Trustee's entering into this Agreement will not be deemed to be a determination that the investment of Trust Assets complies with the terms of this Agreement.

5.4 **Prohibited Transactions.**

Notwithstanding the provisions of §5.2, in no event shall the Trustee knowingly exercise any powers under the Plan or this Agreement in a manner that will constitute a non-exempt prohibited transaction, as defined in Code §4975 or in ERISA §406.

5.5 **Participant Loans.**

If provided for by the Plan, loans to Participants shall be granted and administered by the Administrator, provided that the Administrator may delegate some or all responsibility for granting and administering loans to the Recordkeeper. The Trustee shall distribute cash to Participants who are granted loans in such amounts and at such times as directed by the Administrator or the Recordkeeper. The Trustee hereby designates the Administrator and/or the Recordkeeper as the physical custodian of the promissory notes, responsible for the safekeeping of the promissory notes and other related documents. The Trustee has no responsibility to ascertain whether a loan complies with the provisions of the Plan or applicable law, for the decision of the Administrator or Recordkeeper to grant a loan, or for the collection and repayment of a loan.

ARTICLE 6 ADMINISTRATION

6.1 Accounting by Trustee.

- (a) **Books and Records.** The Recordkeeper generally shall be responsible for keeping accurate and detailed records of all investments, receipts and disbursements and other transactions hereunder, including such specific records as may be agreed upon in writing between the Administrator, Named Fiduciary, Recordkeeper and Trustee. All books and records relating thereto shall be open to inspection and audit, with reasonable advance notice, at all reasonable times during Recordkeeper's normal business hours by any person or persons designated by the Administrator, Employer or Named Fiduciary. The Trustee shall promptly provide copies of such books or records to any persons designated by the Administrator. Any inspection shall be subject to all applicable rules of privilege and confidentiality, thereby excluding any non-relevant material that is privileged, confidential, proprietary, or subject to third party privacy interests or rights. Any relevant privileged or confidential information produced or disclosed in an inspection shall be subject to the confidentiality and use restrictions set forth herein.
- (b) **Accounting.** Following the close of each Plan year of the Plan, or more frequently as the Trustee and the Administrator may agree, and after the effective date of the removal or resignation of the Trustee, the Recordkeeper, on behalf of the Trustee, will make available to the Administrator and the Named Fiduciary (and/or their authorized designees) electronic records setting forth all transactions, including but not limited to investments, receipts, and disbursements effected by it during such year or during the period beginning as of the close of the last preceding year to the date of such removal or resignation. These electronic records will be made available in a timely manner to permit the preparation of Participant statements or to provide for the orderly replacement of the Trustee, as the case may be. Except as may be required by statute or by regulations published by federal government agencies with respect to reporting and disclosure, as may be required pursuant to the terms of the Plan or this Agreement or as reasonably may be requested by the Administrator, Employer or Named Fiduciary, no person shall have the right to demand or to be entitled to any further or different accounting by the Trustee.
- (c) **Release.** The Trustee shall forever be released and discharged from any liability or accountability to anyone with respect to the propriety of its acts or transactions shown in such annual accounting as of the deadline, with extension, for the Employer's filing of a Form 5500, or any similar report filed with a governmental entity, with respect to such annual period or, if the Employer is not subject to such filing requirement, 60 days from the date the electronic records are made available except with respect to alleged breaches of fiduciary responsibility under ERISA, or to any acts or transactions as to which the Administrator or Named Fiduciary, within such 60-day period, files with the Trustee Effective Communication of disapproval. In the event such Effective Communication of disapproval is filed, and unless the matter is compromised by agreement between the Trustee and the Administrator or the Named Fiduciary, the Trustee shall file its statement

covering the period from the date of the last annual statement to which no objection was made in any court of competent jurisdiction for audit or adjudication. With respect to alleged breaches under ERISA, the Trustee shall be entitled to rely upon the statutes of limitations set forth therein.

- (d) **Valuations.** The Trustee shall deliver to the Administrator and the Named Fiduciary (and their authorized designees) such information as may be required or requested to permit the Trust Assets to be valued at such other times as the Administrator or Named Fiduciary shall deem appropriate. Employer shall designate a party, other than Trustee, to be responsible for valuations of assets held by a custodian other than Trustee or Sub-Custodian and any assets held by the Plan for which prices are not readily available on a nationally recognized securities exchange.
- (e) **Reliance on Recordkeeper.** The Trustee shall be entitled to rely on the Recordkeeper and any custodian, other than Trustee or Sub-Custodian, for the maintenance and provision of all records (including participant loan records) specified in this Section 6.1.

6.2 **Expenses.**

The expenses incurred by the Trustee in the performance of its duties hereunder, including:

- (a) fees for legal services rendered to the Trustee;
- (b) compensation of the Trustee; and
- (c) all other proper charges and disbursements of the Trustee, including all personal property taxes, income taxes and other taxes of any and all kinds whatsoever, that may be levied or assessed under existing or future laws upon or in respect of the Trust or any money, property or security forming a part of the Trust Assets;

shall be paid by the Trustee from the Trust Assets, and the same shall constitute a charge upon the Trust Assets, unless the Trustee receives payment of the same or any part thereof from the Employer or otherwise.

To the extent a Participating Employer pays any expenses that are properly payable from the Trust Assets, the Trustee shall reimburse the Participating Employer from the Trust Assets if requested to do so by the Participating Employer.

ARTICLE 7
REMOVAL AND RESIGNATION OF TRUSTEE; SUCCESSOR TRUSTEE

7.1 Removal and Resignation.

The Employer may remove the Trustee at any time upon 60 days Effective Communication delivered to the Trustee. The Trustee may resign at any time upon 60 days Effective Communication delivered to the Employer. In either case, the notice period may be reduced to such shorter period as the Trustee and the Employer agree upon. The Trustee's removal or resignation will be effective upon the last day of the notice period or, if later, the acceptance of the Trust by the successor Trustee. Until the effective date of the appointment of a successor Trustee (or the termination of the Trust and complete distribution of its assets), the incumbent Trustee will have full authority and responsibility to act as Trustee hereunder.

7.2 Final Accounting.

In any such case, the Employer shall notify the Trustee of the appointment of a successor trustee, and the Trustee shall convey and deliver to such successor trustee all of the Trust Assets. Within 90 days after any such removal or resignation of the Trustee, the Trustee shall make a final accounting to the Employer, Administrator and Named Fiduciary as of the effective date of such removal or resignation pursuant to the terms of §6.1.

ARTICLE 8
AMENDMENT OF TRUST; TERMINATION OF PLAN

8.1 Amendment of Trust.

- (a) **Right to Amend.** The Employer and the Trustee may by written agreement amend this Agreement at any time or from time to time, and any such amendment by its terms may be retroactive. All such amendments will be included in the Trust Specifications Schedule.
- (b) **Exclusive Benefit.** Notwithstanding the foregoing, no amendment shall be made which would authorize or permit any Trust Assets, other than such assets as are required to pay taxes and administration expenses, to be used for or diverted to purposes other than the exclusive benefit of Participants, Beneficiaries or Alternate Payees, except that this Agreement may be amended retroactively and to affect the benefits of Participants, Beneficiaries or Alternate Payees if necessary to cause the Plan and Trust to be or remain qualified and exempt from income taxes under the Code.

8.2 Termination of Plan.

In the event of termination of the Plan, the Trustee shall continue to hold the Trust, to be applied and distributed in accordance with the terms of the Plan.

**ARTICLE 9
MISCELLANEOUS**

9.1 Nonalienation of Benefits.

Except as provided under the provisions of the Plan relating to loans to Participants and to qualified domestic relations orders and to the extent permitted by law, neither the benefits payable from the Trust Assets nor any interest in any of the assets of the Trust Assets shall be subject in any manner to the claim of any creditor of a Participant, Beneficiary or Alternate Payee or to any legal process by any creditor of such Participant, Beneficiary or Alternate Payee; and neither a Participant nor any Beneficiary or Alternate Payee shall have any right to alienate, commute, anticipate or assign any right to benefits payable from or any interest in the Trust, except as provided in the Plan.

9.2 Exclusive Benefit.

Except as otherwise provided in the Plan and this Agreement, no part of the Trust hereunder shall be used for or diverted to any purpose other than for the exclusive benefit of Participants, Beneficiaries or Alternate Payees or the payment of expenses as herein provided.

9.3 Effect of Plan.

The Trustee is not a party to the Plan, and in no event shall the terms of the Plan, either expressly or by implication, be deemed to impose upon the Trustee any power or responsibility other than as set forth in this Agreement. In the event of any conflict between the provisions of the Plan and this Agreement, this Agreement shall be deemed to be incorporated into and be a part of the Plan. The Trustee shall not be a Named Fiduciary under the Plan and shall not have the authority to interpret the Plan.

9.4 Entire Agreement.

This Trust Agreement along with the Trust Specifications Schedule constitute the entire Agreement between the parties hereto with regard to the subject matter hereof, and there are no other agreements or understandings between the parties relating to the subject matter hereof other than those set forth or provided for herein.

9.5 Approval of the Employer.

The Employer, Administrator and Named Fiduciary shall have the right, on behalf of all individuals at any time having any interest in the Trust, to approve any action taken or omitted by the Trustee.

9.6 **Notices.**

Effective Communication may be made to the parties at the addresses listed in the Trust Specifications Schedule or to such other addresses as may be agreed upon by the parties.

9.7 **Liability for Predecessor or Successor.**

Except as required under ERISA, no successor trustee hereunder in any way will be liable or responsible for any actions or omissions of any prior trustee in the administration of the Trust or the assets comprising the Trust prior to the date such successor trustee assumes its obligations hereunder, nor will any prior trustee in any way be liable or responsible for any actions or omissions of any successor trustee.

9.8 **Liability for Acts of Others**

The Trustee shall not be liable for the acts or omissions of the Employer, Recordkeeper, Administrator, Named Fiduciary, Investment Manager, Participants, Beneficiaries, Alternate Payees or any custodian (other than Sub-Custodian, provided that such liability will be limited to liability arising from those duties and responsibilities delegated to Sub-Custodian under the services agreement between Trustee and Sub-Custodian), except with respect to any acts or omissions of any such party in which the Trustee participates knowingly or which the Trustee knowingly undertakes to conceal, and which the Trustee knows constitutes a breach of fiduciary responsibility of such party.

9.9 **Indemnification**

In the event that the Trustee incurs any liability, loss, claim, suit or expense (including without limitation attorneys' fees) in connection with or arising out of its provision of services under this Agreement or its status as Trustee hereunder, then the Employer shall indemnify and hold the Trustee harmless from and against such liability, loss, claim, suit or expense, except to the extent such liability, loss, claim, suit or expense arises directly from a breach by the Trustee of responsibilities specifically allocated to it by the terms of that Agreement. The Trustee shall hold the Employer, Administrator and Named Fiduciary harmless against any loss, claim, suit or expense (including without limitation attorneys' fees) incurred as a result of the Trustee's negligence or a breach by the Trustee of any service covered by this Agreement. The indemnification provided by this Section shall survive the termination of this Agreement.

9.10 **Controlling Law.**

This Agreement shall be construed according to the laws of the State of Georgia, except to the extent superseded by ERISA or any other federal law.

9.11 **Execution in Counterparts.**

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Employer and the Trustee have caused this Agreement to be signed by their duly authorized officers or representatives as of the day first written above.

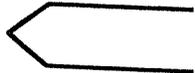
EMPLOYER

Rhode Island Turnpike & Bridge Authority

By: _____

Title: _____

Date: _____



TRUSTEE

RELIANCE TRUST COMPANY

By: _____

Title: _____

Date: _____

TRUST SPECIFICATIONS SCHEDULE

I. The Trust Agreement is amended as follows:

Amendments to Article I:

1.7 **Effective Communication**

If to the Employer: Rhode Island Turnpike & Bridge Authority
1 East Shore Road, Jamestown, RI 02835

If to the Administrator: _____

If to the Trustee: Reliance Trust Company
1100 Abernathy Road, N.E. Suite 400
Atlanta, Georgia 30328-5634
Attn: _____

- 1.20 **Effective Date** means January 1, 2015.
- 1.21 **Employer** means Rhode Island Turnpike & Bridge Authority and its successors that adopt the Plan.
- 1.22 **Plan** means Rhode Island Turnpike & Bridge Authority Retirement Plan, as such Plan may be amended from time to time.
- 1.23 **Recordkeeper** means Massachusetts Mutual Life Insurance Company, the Plan's duly appointed recordkeeper and any of their respective agents or assigns, including processing agents.

The amendments to Article 1 are effective as of January 1, 2015.

RELIANCE TRUST COMPANY ERISA 408(b)(2) Fee Disclosure

This document is being provided pursuant to new regulations adopted by the Department of Labor ("DOL") requiring certain service providers to employee benefit plans that are subject to Title I of the Employee Retirement Income Security Act of 1974 (ERISA) to provide certain disclosures to their plan customers.

About ERISA 408(b)(2)

The new regulation is issued under section 408(b)(2) of ERISA and requires service providers that reasonably expect to receive \$1,000 or more in compensation, directly or indirectly, to disclose information to assist plan fiduciaries in assessing the reasonableness of the service providers' compensation and potential conflicts of interest that may affect the service providers' performance.

About Reliance Trust Company

Reliance Trust is one of the largest independent trust companies in the country and is headquartered in Atlanta. The company was founded in 1975 and organized as a bank and trust company in 1981. Reliance Trust provides a full array of financial products and services to plan fiduciaries, recordkeeping and third party administrators of retirement plans. Services include: trustee and custodial recordkeeping, fiduciary services, investment and cash management, trade clearing and settlement services.

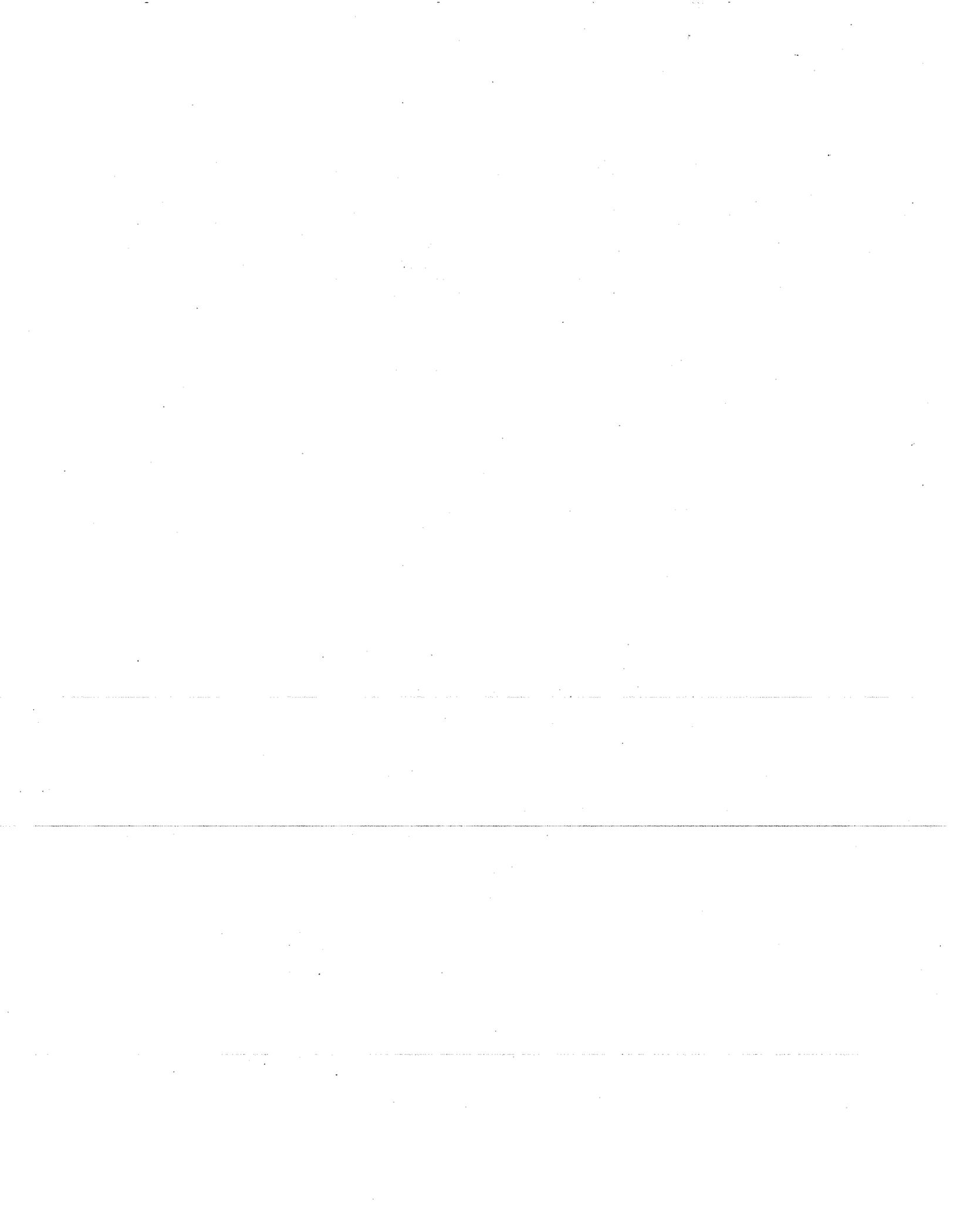
Plan Fiduciary Notification

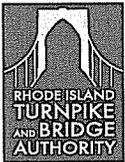
Reliance Trust is a covered service provider as defined by the ERISA section 408(b)(2) regulation for your employee benefit retirement plan in the capacity of providing directed trustee services under the trust agreement your business has executed with Reliance Trust.

As a directed trustee, Reliance Trust is a fiduciary to the plan and responsible for the proper execution of directions, safekeeping of plan assets and providing periodic trust reporting subject to the direction of the plan's named fiduciary, plan administrator and/or investment manager.

Massachusetts Mutual Life Insurance Company ("MassMutual") and Reliance Trust Company ("RTC") have entered into an agreement pursuant to which RTC provides directed trustee services for plans that are serviced by MassMutual, and MassMutual provides administration services to RTC, and, where appropriate acts as RTC's agent for directed trustee administration functions and responsibilities assumed by RTC with respect to the plan. MassMutual and RTC are not affiliated. The responsibilities and services provided by MassMutual are intended to be ministerial in nature and MassMutual does not serve in a fiduciary capacity with respect to the plan in this context.

RTC enters into a separate agreement with the sponsor of each plan for which RTC provides services. RTC's fees for its services are paid by MassMutual to RTC out of revenue that MassMutual receives from its plan clients. The fees for RTC services vary based on the type of plan serviced by RTC. The fee received by RTC for services provided to plans with no employer securities is \$400 per year per plan and the fee received by RTC services for plans with employer securities is \$5,000 per year per plan. The fees received by RTC are considered indirect compensation because they are paid to RTC out of MassMutual's revenue.





RHODE ISLAND Turnpike and Bridge Authority

Board Agenda Item Tracking System

AGENDA ITEM <div style="text-align: center; font-size: 2em;">8</div>	DATE PREPARED: January 22, 2015	SUBJECT: SETTLEMENT OF ARBITRATION WITH CARDI CORPORATION RE: MOUNT HOPE PROJECT
FOR THE MEETING OF: <div style="text-align: center;">February 4, 2015</div>		PREPARED BY: <div style="text-align: center;">Eric Offenberg</div>

SUMMARY DESCRIPTION:

Cardi Corporation completed rehabilitation of tower piers and anchorages at Mount Hope Bridge under Contract 8-1. They claim that they had to do additional work and use a more difficult means and methods to finish the work. Their claim was for \$2,979,527.45. The settlement is for \$950,000.

Financial Effect : \$950,000.

Instructions: The individual named at the top of this page as "preparer" indicates in boxes below which individuals and departments are to review and approve this document and its corresponding support (if applicable) prior to distribution to Board members. Then, each individual places his or her initials and date in the appropriate space in evidence of their review.

ROUTING	EXECUTIVE DIRECTOR <i>EARL J. CROFT III</i>	INITIALS	DATE	BOARD ACTION:
	FINANCE <i>NANCY E. PARRILLO</i>			<p style="margin-left: 40px;">___ TABLED: UNTIL _____</p> <p style="margin-left: 40px;">___ DISCUSSED: <i>Action Taken:</i></p> <p style="margin-left: 80px;">VOTE TAKEN: ___ YES ___ NO</p> <p style="margin-left: 80px;">APPROVED: ___ YES ___ NO</p> <p style="margin-left: 40px;">___ RATIFIED</p>
√	ENGINEERING <i>ERIC OFFENBERG</i>	<i>EO</i>	1/30/15	
	PLAZA OPERATIONS SAFETY & SECURITY <i>JIM SWANBERG</i>			
	ELECTRONIC TOLL COLLECTION DIRECTOR <i>KATHI O'CONNOR</i>			
	MAINTENANCE <i>JAMES ROMANO</i>			
	PROCUREMENT			

PANNONE LOPES DEVEREAUX & WEST LLC

MEMORANDUM

To: Rhode Island Turnpike & Bridge Authority
From: William E. O'Gara, Esq. and Brian J. Lamoureux Esq.
Date: January 22, 2015
Re: Proposed Settlement with Cardi Corporation (Contract No. 08-1)

The Dispute:

- This dispute arose out of Cardi's work on Contract No. 08-1 for the rehabilitation of tower piers and anchorages on the Mount Hope Bridge.
- The work involved extensive concrete repairs to the tower piers.
- In the spring of 2009, Cardi submitted its means-and-methods to RITBA for delivering concrete via the interior of the tower legs on Piers 18 and 19.
- RITBA (through Parsons) rejected these means-and-methods with the result that Cardi used a bucket-and-crane methods of delivery.
- Cardi claims that this alternative method caused it to incur substantial costs over and above what it planned on incurring using the interior delivery method. Significantly, Cardi claimed that it built its bid assuming it would be able to pump concrete from above, down the interior of the tower legs.

Cardi's Claim:

- Cardi submitted a \$2,979,527.45 claim to the Authority in December, 2010.
- The largest component of Cardi's claim was that it incurred extra costs as a result of RITBA's rejection of their proposed means-and-methods for delivering concrete.
- Cardi also sought compensation for other issues, including extra costs associated with rip rap placement, rebar configuration, weather delays, and various other items.
- RITBA rejected Cardi's claim in January, 2011.

**CONFIDENTIAL; ATTORNEY-CLIENT PRIVILEGED AND WORK PRODUCT; EXEMPT FROM
ACCESS TO PUBLIC RECORDS ACT DISCLOSURE**

- The parties agreed to arbitrate Cardi's claims before Arbitrator William Poore. Arbitration was scheduled to begin on December 12, 2014.
- RITBA engaged Roy Cooper, P.E. of Arcadis-US as RITBA's expert witness regarding Cardi's claim calculations and constructability.

Discovery, Mediation, and Settlement:

- The parties engaged in voluminous documentary discovery and took eight depositions.
- The parties mediated their claims in early 2014, but were unable to come to a resolution. At that time, Cardi reduced its demand to \$1,200,000 and RITBA had offered \$700,000. But, the parties were unable to bridge that impasse.
- At the conclusion of discovery and depositions, the parties renewed their settlement discussions. The depositions, on balance, strengthened Cardi's claim that its proposed method of delivering concrete was reasonable and that the Authority's rejection was unreasonable.
- Ultimately, the parties agreed to resolve the matter for \$950,000.00, subject to RITBA board approval.
- As indicated in the attached letter, Arcadis agrees that a settlement of \$950,000.00 is fair and reasonable given the risks and costs associated with pursuing the matter to arbitration.

Next Steps

- If the Board approves the settlement, RITBA has agreed to issue the settlement check to Cardi immediately following the board meeting.

**CONFIDENTIAL; ATTORNEY-CLIENT PRIVILEGED AND WORK PRODUCT; EXEMPT FROM
ACCESS TO PUBLIC RECORDS ACT DISCLOSURE**

**Attachment
(Letter from Arcadis)**



213 Court Street
Suite 700
Middletown, CT 06457
Tel 860.503.1500

December 22, 2014

Mr. Brian J. Lamoureux
Pannone, Lopes, Devereaux & West LLC
317 Iron Horse Way, Suite 301
Providence, RI 02908

Re: Mount Hope Bridge – Cardi Corporation Claim Proposed Settlement

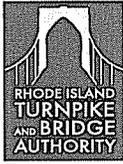
Dear Mr. Lamoureux:

As requested, I would like to provide some brief comments on recent settlement discussions. Based upon all the information, documents, and testimony produced and reviewed by Arcadis in this matter, we believe that the parties' settlement of all of Cardi's claims for \$950,000.00 is well within the range of reasonableness. In light of the risks and costs of proceeding to arbitration, we are confident that this is a good settlement for the Rhode Island Turnpike & Bridge Authority.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Roy J. Cooper'.

Roy J. Cooper, P.E.
Vice President



RHODE ISLAND Turnpike and Bridge Authority

Board Agenda Item Tracking System

AGENDA ITEM 9	DATE PREPARED: January 28, 2015	SUBJECT: ACCOUNTABILITY & TRANSPARENCY ACT
FOR THE MEETING OF: February 4, 2015		PREPARED BY: Buddy Croft

SUMMARY DESCRIPTION:

During the recent legislative session the Accountability & Transparency Act was passed (see attached). There are many provisions that require board action and some provisions that require posting on our website.

At this meeting I would ask that the board vote on adopting a mission statement (attached), code of ethics (attached), indemnification policy (attached) and that the board appoint a compensation committee to review compensation for the executive director and senior management.

At future meetings I would ask the board to approve written policies and procedures relating to: Travel, Grants & Charitable & Civic Donations, credit card use, employee reimbursement, personnel matters, marketing expenses, lobbyist expenses and approval of internal controls.

Financial Effect : N/A

Instructions: The individual named at the top of this page as "preparer" indicates in boxes below which individuals and departments are to review and approve this document and its corresponding support (if applicable) prior to distribution to Board members. Then, each individual places his or her initials and date in the appropriate space in evidence of their review.

ROUTING	INITIALS	DATE	BOARD ACTION:
√	<i>EJC</i>	1/28/15	<p>___ TABLED: UNTIL _____</p> <p>___ DISCUSSED: <i>Action Taken:</i></p> <p style="margin-left: 40px;">VOTE TAKEN: <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p style="margin-left: 40px;">APPROVED: <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>___ RATIFIED</p>
	EXECUTIVE DIRECTOR <i>EARL J. CROFT III</i>		
	FINANCE <i>NANCY E. PARRILLO</i>		
	ENGINEERING <i>ERIC OFFENBERG</i>		
	PLAZA OPERATIONS SAFETY & SECURITY <i>JIM SWANBERG</i>		
	ELECTRONIC TOLL COLLECTION DIRECTOR <i>KATHI O'CONNOR</i>		
	MAINTENANCE <i>JAMES ROMANO</i>		
	PROCUREMENT		

2014 -- S 2585 SUBSTITUTE A AS AMENDED

LC004073/SUB A

STATE OF RHODE ISLAND

IN GENERAL ASSEMBLY

JANUARY SESSION, A.D. 2014

A N A C T

RELATING TO STATE AFFAIRS AND GOVERNMENT - QUASI-PUBLIC
CORPORATIONS ACCOUNTABILITY AND TRANSPARENCY ACT

Introduced By: Senators Sheehan, DiPalma, Sosnowski, Walaska, and Algieri

Date Introduced: March 04, 2014

Referred To: Senate Government Oversight

It is enacted by the General Assembly as follows:

1 SECTION 1. Title 42 of the General Laws entitled "STATE AFFAIRS AND
2 GOVERNMENT" is hereby amended by adding thereto the following chapter:

3 CHAPTER 155

4 QUASI-PUBLIC CORPORATIONS ACCOUNTABILITY AND TRANSPARENCY ACT

5 42-155-1. Title. -- This chapter shall be known and may be cited as the "Quasi-Public
6 Corporations Accountability and Transparency Act."

7 42-155-2. Legislative findings. -- It is hereby found that:

8 (1) Quasi-public corporations are established and empowered by state law, and would not
9 exist but for their relationship with the state.

10 (2) Quasi-public corporations perform essential government functions and/or provide
11 essential government services.

12 (3) Many quasi-public corporations are granted the public power to collect fees and/or
13 generate other revenue and incur debt.

14 (4) Quasi-public corporations manage significant public resources; however, the majority
15 are exempt from many kinds of public oversight, such as executive and legislative budgetary
16 review required of state agencies and departments.

17 (5) It is essential that quasi-public corporations provide more, not less, transparency by
18 making their decisions and budgets especially transparent and open to public scrutiny, and by

1 demonstrating a commitment to protecting the interests of Rhode Island taxpayers by achieving
2 the highest standards of transparent, effective, and ethical operation.

3 (6) Quasi-public corporations are governed by independent boards that serve a critical
4 oversight function and there exists a need to strengthen the ability of board members to carry out
5 this oversight role.

6 (7) Rhode Island citizens rely on their government to provide oversight of quasi-public
7 corporations, with a goal of ensuring that these state entities carry out their government missions
8 effectively, and exemplify a commitment to transparent, accountable, and effective government.

9 (8) The general assembly has made comprehensive amendments to the Rhode Island
10 commerce corporation's enabling legislation to enhance transparency and accountability; provide
11 board members with additional tools to exercise crucial oversight; establish increased reporting
12 requirements; and establish regularly scheduled audits of the corporation. All Rhode Island quasi-
13 public corporations should be held to these higher standards of transparency and accountability.

14 **42-155-3. Definitions.** -- (a) As used in this chapter, "quasi-public corporation" means
15 any body corporate and politic created, or to be created, pursuant to the general laws, including,
16 but not limited to, the following:

17 (1) Capital center commission;

18 (2) Rhode Island convention center authority;

19 (3) Rhode Island industrial facilities corporation;

20 (4) Rhode Island industrial-recreational building authority;

21 (5) Rhode Island small business loan fund corporation;

22 (6) Quonset development corporation;

23 (7) Rhode Island airport corporation;

24 (8) I-195 redevelopment district commission;

25 (9) Rhode Island health and educational building corporation;

26 (10) Rhode Island housing and mortgage finance corporation;

27 (11) Rhode Island higher education assistance authority;

28 (12) Rhode Island student loan authority;

29 (13) Narragansett bay commission;

30 (14) Rhode Island clean water finance agency;

31 (15) Rhode Island water resources board;

32 (16) Rhode Island resource recovery corporation;

33 (17) Rhode Island public rail corporation;

34 (18) Rhode Island public transit authority;

1 (19) Rhode Island turnpike and bridge authority;
2 (20) Rhode Island tobacco settlement financing corporation; and
3 (21) Any subsidiary of the Rhode Island commerce corporation.
4 (b) Cities, towns, and any corporation created that is an instrumentality and agency of a
5 city or town, and any corporation created by a state law that has been authorized to transact
6 business and exercise its powers by a city or town pursuant to ordinance or resolution, and fire
7 and water districts are not subject to the provisions of this chapter.
8 (c) The Rhode Island commerce corporation, being subject to similar transparency and
9 accountability requirements set forth in chapter 64 of title 42; the Rhode Island public rail
10 corporation established in chapter 64.2 of title 42; Block Island power authority; and the Pascoag
11 utility district shall not be subject to the provisions of this chapter.

12 **42-155-4. Role and responsibilities of board members.** -- (a) Board members of quasi-
13 public corporations shall:

14 (1) Execute oversight of the corporation, the chief executive, and other management in
15 the effective and ethical management of the corporation;

16 (2) Understand, review, and monitor the implementation of fundamental financial and
17 management controls and operational decisions of the corporation;

18 (3) Adopt a code of ethics applicable to each officer, director, and employee of the
19 corporation that, at a minimum, includes the standards established in chapter 14 of title 36 ("Code
20 of Ethics");

21 (4) Adopt a mission statement expressing the purpose and goals of the corporation, a
22 description of the stakeholders of the corporation and their reasonable expectations from the
23 corporation, and a list of measurements by which performance of the corporation and the
24 achievement of its goals may be evaluated. Each corporation shall, at least once every three (3)
25 years, publish a self-evaluation based on the stated measurements;

26 (5) Adopt and periodically update an indemnification policy that shall be set forth in the
27 bylaws of the corporation; and

28 (6) Perform each of their duties as board members, including, but not limited to, those
29 imposed by this section, in good faith and with that degree of diligence, care, and skill that an
30 ordinarily prudent person in like position would use under similar circumstances, and ultimately
31 apply independent judgment in the best interest of the quasi-public corporation, its mission, and
32 the public;

33 (b) Board members of quasi-public corporations shall establish and maintain written
34 policies and procedures for the following:

1 (1) Internal accounting and administrative controls in accordance with the provisions of
2 chapter 20 of title 35, the "Public Corporation Financial Integrity and Accountability Act of
3 1995";

4 (2) Travel, including lodging, meals, and incidental expenses; provided, however, that no
5 reimbursement shall exceed the allowable state employee reimbursement amount per day;

6 (3) Grants, charitable and civic donations, and/or contributions; provided, however, that
7 all such grants, donations, or contributions shall be voted on by the full board during an open
8 meeting and the vote shall be recorded in the minutes of the meeting, together with:

9 (i) The citation to the specific state statute authorizing the action;

10 (ii) An explanation of how the grant, donation, or contribution relates to the corporation's
11 mission;

12 (iii) The identity of each board member or employee of the corporation who will receive
13 any benefit from the grant, donation, or contribution including, without limitation, tickets to
14 events, meals, and golf;

15 (iv) Any disclosure required by chapter 14 of title 36 ("Code of Ethics"); and

16 (v) Each such grant, donation, or contribution shall be clearly identified in the financial
17 statements of the corporation.

18 (4) Credit card use; provided, however, that pursuant to § 35-20-10, no credit card shall
19 be used for personal use;

20 (5) Employee reimbursement, including requests by management for business expenses
21 and expenses classified as gifts or entertainment;

22 (6) Personnel, including hiring, dismissing, promoting, and compensating employees of
23 the corporation;

24 (7) Marketing expenses; and

25 (8) Lobbyists' expenses.

26 (c) The written policies and procedures required by this section and any additional
27 written policies and procedures that the board may adopt shall be approved by the board during
28 an open meeting and the vote shall be recorded in the minutes of the meeting.

29 (d) No board member shall serve in a paid capacity as an employee or consultant of the
30 corporation.

31 **42-155-5. Executive compensation. --** (a) Each quasi-public corporation shall establish a
32 committee on executive compensation, comprised solely of board members that shall:

33 (1) Recommend to the full board the compensation packages of the executive and senior
34 management of the corporation. The compensation package of the executive officer shall be

Board

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Board

1 based on a comprehensive and objective analysis of comparable compensation of similar officers
2 of state government, other authorities, quasi-public corporations, and private-sector employees
3 with similar functions and responsibilities. The committee may retain a consultant to assist in the
4 comparability study. When calculating compensation, the committee shall consider the value of
5 the retirement plan in the overall compensation package:

6 (2) Prepare clear, written job descriptions and clear, written expectations of job
7 performance for the executive officer and senior management:

8 (3) Conduct the job performance review of the executive officer at least annually; and

9 (4) Negotiate the employment contract of the executive officer which shall be approved
10 by the full board during an open meeting.

11 **42-155-6. Transparency requirements established.** -- The following shall be public
12 and, available to the public upon request and posted directly, or via direct link, on the website of
13 each quasi-public corporation:

14 (1) Job descriptions of the executive director and management:

15 (2) Compensation comparability studies of the executive:

16 (3) Quarterly financial statements:

17 (4) Capital improvement plans:

18 (5) Operating budgets:

19 (6) Strategic plan:

20 (7) Agendas and minutes of the open meetings of the board:

21 (8) Quarterly contracting reports required by § 42-90-1:

22 (9) Regulations adopted by the quasi-public corporation:

23 (10) Enabling legislation:

24 (11) Mission statement:

25 (12) Board members:

26 (13) Organizational chart:

27 (14) By laws of the quasi-public corporation:

28 (15) All reports and audits required by this chapter.

29 **42-155-7. Audit of quasi-public corporations.** -- (a) Commencing January 1, 2015, and
30 every five (5) years thereafter, each quasi-public corporation shall be subject to a performance
31 audit, conducted in compliance with the generally acceptable governmental auditing standards, by
32 the chief of the bureau of audits. The chief, in collaboration with the quasi-public corporation,
33 shall determine the scope of the audit. To assist in the performance of an audit, the chief, in
34 collaboration with the quasi-public corporation, may procure the services of a certified public

1 accounting firm, which shall be a subcontractor of the bureau of audits, and shall be under the
2 direct supervision of the bureau of audits. The chief of the bureau of audits shall establish a
3 rotating schedule identifying the year in which each quasi-public corporation shall be audited.
4 The schedule shall be posted on the website of the bureau of audits.

5 (b) The audit shall be conducted in conformance with chapter 7 of title 35 ("Post Audit of
6 Accounting").

7 (c) Each quasi-public corporation shall be responsible for costs associated with its own
8 audit. The chief and each quasi-public corporation shall agree upon reasonable costs for the audit,
9 not to exceed seventy-five thousand dollars (\$75,000), that shall be remitted to the bureau of
10 audits.

11 (d) The results of the audit shall be made public upon completion and posted on the
12 websites of the bureau of audits and the quasi-public corporation.

13 (e) For purposes of this section, a performance audit shall mean an independent
14 examination of a program, function, operation, or the management systems and procedures of a
15 governmental or nonprofit entity to assess whether the entity is achieving economy, efficiency,
16 and effectiveness in the employment of an available resources.

17 **42-155-8. Outside employment.** -- No employee of a quasi-public corporation may
18 accept outside employment that will impair his or her judgment as to duties and responsibilities in
19 the course of employment with the quasi-public corporation. Generally, outside employment is
20 barred if the private employer can benefit from the official actions of the employee of the quasi-
21 public corporation.

22 **42-155-9. Rules and regulations and other statutes.** -- When issuing rules and
23 regulations, or any amendments to rules and regulations, or when adopting by laws or
24 amendments to bylaws, each quasi-public corporation shall be subject to the provisions of chapter
25 35 of title 42 ("Administrative Procedures "). All quasi-public corporations shall be subject to the
26 provisions of chapter 46 of title 42 ("Open Meetings"), chapter 2 of title 38 ("Access to Public
27 Records"), and chapter 14 of title 36 ("Code of Ethics").

28 **42-155-10. Severability.** -- If any provision of this chapter, or of any rule or regulation
29 made under this chapter, or its application to any person or circumstance is held invalid by a court
30 of competent jurisdiction, the remainder of the chapter, rule, or regulation and the application of
31 the provision to other persons or circumstances shall not be affected by this invalidity. The
32 invalidity of any section or sections or parts of any section or sections shall not affect the validity
33 of the remainder of the chapter.

1 SECTION 2. This act shall take effect on January 1, 2015.

LC004073/SUB A

EXPLANATION
BY THE LEGISLATIVE COUNCIL
OF

A N A C T

RELATING TO STATE AFFAIRS AND GOVERNMENT - QUASI-PUBLIC
CORPORATIONS ACCOUNTABILITY AND TRANSPARENCY ACT

- 1 This act would impose standards of accountability and transparency on quasi-public
- 2 corporations.
- 3 This act would take effect on January 1, 2015.

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LC004073/SUB A
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Rhode Island Turnpike and Bridge Authority

Mission Statement

HISTORY

The Rhode Island Turnpike and Bridge Authority (the “Authority”) was created by the Rhode Island General Assembly in 1954 by passage of the Authority’s enabling act, codified at Rhode Island General Laws § 24-12-1, *et seq.* The Authority was created for the purpose of constructing, acquiring, maintaining and operating bridge projects within the State. The Authority is comprised of a five-member board of directors, which includes the director of the Rhode Island Department of Transportation and four other members appointed by the governor.

MISSION – PURPOSE AND GOALS

The Authority currently oversees the operation and maintenance of four bridges within the State of Rhode Island: The Newport Pell Bridge, the Mount Hope Bridge, the Jamestown Verrazano Bridge, and the Sakonnet River Bridge (collectively, the “Bridges”). Moreover, since acquiring control from the State in 2013, the Authority also operates and maintains the Route 138 highway connector that runs through Jamestown.

The Authority is committed to providing safe and efficient access to, and travel over, all four bridges. Using funds generated from toll revenue, investments, and a percentage of the gasoline tax collected by the State, the Authority will strive to ensure that every bridge is operated in an exemplary manner and that all maintenance and repairs are performed in conformance with the most up-to-date industry standards.

In addition to providing safe and efficient access to, and travel over, the Bridges, the Authority strives to promote economic development in the State of Rhode Island and the region served by the Bridges; remain financially stable and able to fulfill its mission; provide excellent customer service; and maintain a professional and efficient workforce committed to achieving the Authority’s goals.

STAKEHOLDERS, THEIR EXPECTATIONS, AND PERFORMANCE ASSESSMENT

The Authority’s stakeholders include all travelers who use the Bridges, the State of Rhode Island, and the municipalities that are hosts to the Bridges, including Newport, Jamestown, Portsmouth, Bristol and Tiverton. All of the stakeholders expect that the Authority will safely and efficiently operate and maintain the Bridges. Performance measurements to be performed by the Authority at least once every (3) years shall include assessment of the physical condition of the Bridges, economic development related to

operation and maintenance of the Bridges, audit of the Authority's financial condition, evaluation of customer service, and review of workforce policies and procedures.

VISION

The Authority envisions itself as an efficient and effective quasi-public agency that will combine sound financial management with exceptional engineering and operations capability. The work done by the Authority will continue to provide the State of Rhode Island with safe and functional bridges that will promote tourism and commerce and facilitate business and other economic development within the State and in the region served by the Bridges.

Buddy Croft, Executive Director
Rhode Island Turnpike and Bridge Authority
1 East Shore Road
P.O. Box 437
Jamestown, RI 02835
401-423-0800
877-743-9727

RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY

RESOLUTION

Adoption, Acceptance And Approval To Serve As Confirmation That The Rhode Island Code Of Ethics Has Been And Will Continue To Be Adhered To By The Rhode Island Turnpike And Bridge Authority Board of Directors And All Rhode Island Turnpike And Bridge Authority Employees

WHEREAS, Governor Lincoln Chafee signed The Quasi-Public Corporations Accountability and Transparency Act (the Act) into law on July 8, 2014; and

WHEREAS, the Act shall take effect on January 1, 2015; and

WHEREAS, Section 42-155-4(a)(3) of the law requires that the Rhode Island Turnpike and Bridge Authority Board of Directors adopt a code of ethics applicable to each officer, director, and employee of the Authority that, at a minimum, includes the standards established in the Rhode Island Code of Ethics, codified at R.I. Gen. Laws Chapter 36-14-4, *et seq.* (the "Code of Ethics"); and

WHEREAS, the Rhode Island Turnpike and Bridge Authority Board of Directors and all Rhode Island Turnpike and Bridge Authority employees already adhere to the Code of Ethics, as required by R.I. Gen. Laws § 36-14-4; and

WHEREAS, the Rhode Island Turnpike and Bridge Authority Board of Directors deems it to be in the best interests of the Authority and the public served by the Authority to continue to adhere to the Code of Ethics and to adopt it as the Code of Ethics of the Authority.

NOW, THEREFORE, BE IT:

RESOLVED: The Rhode Island Code of Ethics, codified at R.I. Gen. Laws § 36-14-4 – 36-14-7, as from time to time amended, has been and will continue to be adhered to by the Rhode Island Turnpike and Bridge Authority Board of Directors and all Rhode Island Turnpike and Bridge Authority employees, and is hereby adopted as the Code of Ethics of the Authority, its Board of Directors, and its employees.



General Laws of Rhode Island

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*** Current through the January 2014 session. ***

**TITLE 36. PUBLIC OFFICERS AND EMPLOYEES
CHAPTER 14. CODE OF ETHICS**

§ 36-14-1. Declaration of policy

It is the policy of the state of Rhode Island that public officials and employees must adhere to the highest standards of ethical conduct, respect the public trust and the rights of all persons, be open, accountable, responsive, avoid the appearance of impropriety, and not use their position for private gain or advantage.

HISTORY: P.L. 1987, ch. 195, § 3.

NOTES: REPEALED SECTIONS. The former chapter (P.L. 1976, ch. 93, § 1; P.L. 1976, ch. 275, § 1; P.L. 1979, ch. 227, §§ 1, 2; P.L. 1986, ch. 496, § 1), consisting of §§ 36-14-1 -- 36-14-19 and concerning conflicts of interest, was repealed by P.L. 1987, ch. 195, § 1, effective June 25, 1987. Section 3 of P.L. 1987, ch. 195 enacted the present chapter, effective June 25, 1987.

§ 36-14-2. Definitions

As used in this chapter:

- (1) "Any person within his or her family" means a spouse and any dependent children of any public official or public employee as well as a person who is related to any public official or public employee, whether by blood, adoption or marriage, as any of the following: father, mother, son, daughter, brother, sister, grandfather, grandmother, grandson, granddaughter, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, halfbrother or halfsister;
- (2) "Business" means a sole proprietorship, partnership, firm, corporation, holding company, joint stock company, receivership, trust, or any other entity recognized in law through which business for profit or not for profit is conducted;
- (3) "Business associate" means a person joined together with another person to achieve a common financial objective;
- (4) "Employees of state and local government, of boards, commissions and agencies" means any full time or part time employees in the classified, nonclassified and unclassified service of the state or of any city or town within the state, any individuals serving in any appointed state or municipal position, and any employees of any public or quasi-public state or municipal board, commission, or corporation;
- (5) "Governmental function" means any action that is public in nature and is performed for the common good of all the people;

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(6) "Open and public process" means the open solicitation for bids or proposals from the general public by public announcement or public advertising followed by a public disclosure of all bids or proposals considered and contracts awarded;

(7) "Person" means an individual or a business entity;

(8) (i) "State agency" means any department, division, agency, commission, board, office, bureau, authority, or quasi-public authority within Rhode Island, either branch of the Rhode Island general assembly, or an agency or committee thereof, the judiciary, or any other agency that is in any branch of Rhode Island state government and which exercises governmental functions other than in an advisory nature;

(ii) "Municipal agency" means any department, division, agency, commission, board, office, bureau, authority, quasi-public authority, or school, fire or water district within Rhode Island other than a state agency and any other agency that is in any branch of municipal government and exercises governmental functions other than in an advisory nature;

(9) "State or municipal appointed official" means any officer or member of a state or municipal agency as defined herein who is appointed for a term of office specified by the constitution or a statute of this state or a charter or ordinance of any city or town or who is appointed by or through the governing body or highest official of state or municipal government;

(10) "State or municipal elected official" means any person holding any elective public office pursuant to a general or special election;

(11) A person's natural child, adopted child, or stepchild is his or her "dependent child" during a calendar year if the person provides over fifty percent (50%) of the child's support during the year;

(12) A person "represents" him or herself before a state or municipal agency if he or she participates in the presentation of evidence or arguments before that agency for the purpose of influencing the judgment of the agency in his or her own favor;

(13) A person "represents" another person before a state or municipal agency if he or she is authorized by that other person to act, and does in fact act, as that other person's attorney at law or his or her attorney in fact in the presentation of evidence or arguments before that agency for the purpose of influencing the judgment of the agency in favor of that other person.

(14) "Major decision-making position" means the executive or administrative head or heads of a state agency, whether elected or appointed or serving as an employee and all members of the judiciary, both state and municipal. For state agencies, a "major decision-making position" shall include the positions of deputy director, executive director, assistant director and chief of staff.

HISTORY: P.L. 1987, ch. 195, § 3; P.L. 1992, ch. 132, § 1; P.L. 1992, ch. 396, § 1; P.L. 2004, ch. 389, § 1.

§ 36-14-3. Code of ethics

Sections 36-14-4 -- 36-14-7 shall constitute the Rhode Island code of ethics in government.

§ 36-14-4. Persons subject to the code of ethics

The following persons shall be subject to the provisions of the Rhode Island code of ethics in government:

- (1) State and municipal elected officials;
- (2) State and municipal appointed officials; and
- (3) Employees of state and local government, boards, commissions, and agencies.

HISTORY: P.L. 1987, ch. 195, § 3.

§ 36-14-5. Prohibited activities

(a) No person subject to this code of ethics shall have any interest, financial or otherwise, direct or indirect, or engage in any business, employment, transaction, or professional activity, or incur any obligation of any nature, which is in substantial conflict with the proper discharge of his or her duties or employment in the public interest and of his or her responsibilities as prescribed in the laws of this state, as defined in § 36-14-7.

(b) No person subject to this code of ethics shall accept other employment which will either impair his or her independence of judgment as to his or her official duties or employment or require him or her, or induce him or her, to disclose confidential information acquired by him or her in the course of and by reason of his or her official duties.

(c) No person subject to this code of ethics shall willfully and knowingly disclose, for pecuniary gain, to any other person, confidential information acquired by him or her in the course of and by reason of his or her official duties or employment or use any information for the purpose of pecuniary gain.

(d) No person subject to this code of ethics shall use in any way his or her public office or confidential information received through his or her holding any public office to obtain financial gain, other than that provided by law, for him or herself or any person within his or her family, any business associate, or any business by which the person is employed or which the person represents.

(e) No person subject to this code of ethics shall:

(1) Represent him or herself before any state or municipal agency of which he or she is a member or by which he or she is employed. In cases of hardship, the ethics commission may permit such representation upon application by the official provided that he or she shall first:

(i) Advise the state or municipal agency in writing of the existence and the nature of his or her interest in the matter at issue;

(ii) Recuse him or herself from voting on or otherwise participating in the agency's consideration and disposition of the matter at issue; and

(iii) Follow any other recommendations the ethics commission may make to avoid any appearance of impropriety in the matter.

(2) Represent any other person before any state or municipal agency of which he or she is a member or by which he or she is employed.

(3) Act as an expert witness before any state or municipal agency of which he or she is a member or by which he or she is employed with respect to any matter the agency's disposition of which will or can reasonably be expected to directly result in an economic benefit or detriment to him or herself, or any person within his or her family, or any business associate of the person, or any business by which that person is employed or which the person represents.

(4) Shall engage in any of the activities prohibited by subsection (e)(1), (e)(2), or (e)(3) of this section for a period of one year after he or she has officially severed his or her position with said state or municipal agency; provided, however, that this prohibition shall not pertain to a matter of public record in a court of law.

(f) No business associate of any person subject to this code of ethics shall represent him or herself or any other person, or act as an expert witness before the state or municipal agency of which the person is a member or by which the person is employed unless:

(1) He or she shall first advise the state or municipal agency of the nature of his or her business relationship with the person subject to this code of ethics; and

(2) The person subject to this code of ethics shall recuse him or herself from voting on or otherwise participating in the agency's consideration and disposition of the matter at issue.

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(g) No person subject to this code of ethics, or spouse (if not estranged), dependent child, or business associate of the person, or any business by which the person is employed or which the person represents, shall solicit or accept any gift, loan, political contribution, reward, or promise of future employment based on any understanding that the vote, official action, or judgment of the person would be influenced thereby.

(h) No person subject to this code of ethics, or any person within his or her family or business associate of the person, or any business entity in which the person or any person within his or her family or business associate of the person has a ten percent (10%) or greater equity interest or five thousand dollars (\$ 5,000) or greater cash value interest, shall enter into any contract with any state or municipal agency unless the contract has been awarded through an open and public process, including prior public notice and subsequent public disclosure of all proposals considered and contracts awarded; provided, however, that contracts for professional services which have been customarily awarded without competitive bidding shall not be subject to competitive bidding if awarded through a process of public notice and disclosure of financial details.

(i) No person shall give or offer to any person covered by this code of ethics, or to any candidate for public office, or to any person within his or her family or business associate of any person, or to any business by which the person is employed or which the person represents, any gift, loan, political contribution, reward, or promise of future employment based on any understanding or expectation that the vote, official action, or judgment of the person would be influenced thereby.

(j) No person shall use for any commercial purpose information copied from any statements required by this chapter or from lists compiled from the statements.

(k) No person shall knowingly and willfully make a false or frivolous complaint under this chapter.

(l) No candidate for public office, or any person within his or her family, business associate of the candidate, or any business by which the candidate is employed or which the candidate represents, shall solicit or accept any gift, loan, political contribution, reward, or promise of future employment based on any understanding that the vote, official action, or judgment of the candidate would be influenced thereby.

(m) No person subject to this code of ethics shall, either directly or indirectly, through any government agency, or through a business associate, or through any other person, threaten or intimidate any complainant or witness or any family member of any complainant or witness in any proceeding before the state ethics commission.

(1) In addition to any rights a complainant or witness may have under the Rhode Island Whistleblowers' Protection Act, chapter 50 of title 28 or under any other statute, a complainant or witness may bring a civil action in superior court for appropriate injunctive relief, or actual damages, or both and attorney's fees within three (3) years after the occurrence of the alleged violation of subsection (m) above.

(2) The initiation of litigation by a complainant or witness pursuant to subsection (m)(1) shall not constitute a violation of any confidentiality provisions of this chapter.

(n) (1) No state elected official, while holding state office and for a period of one year after leaving state office, shall seek or accept employment with any other state agency, as defined in § 36-14-2(8)(i), other than employment which was held at the time of the official's election or at the time of enactment of this subsection, except as provided herein.

(2) Nothing contained herein shall prohibit any general officer or the general assembly from appointing any state elected official to a senior policy-making, discretionary, or confidential position on the general officer's or the general assembly's staff, and in the case of the governor, to a position as a department director; nor shall the provisions herein prohibit any state elected official from seeking or accepting a senior policy-making, discretionary, or confidential position on any general officer's or the general assembly's staff, or from seeking or accepting appointment as a department director by the governor.

(3) Nothing contained herein shall prohibit a state elected official from seeking or being elected for any other constitutional office.

(4) Nothing contained herein shall prohibit the Rhode Island ethics commission from authorizing exceptions to this subsection where such exemption would not create an appearance of impropriety.

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(o) (1) No person holding a senior policy-making, discretionary, or confidential position on the staff of any state elected official or the general assembly shall seek or accept any other employment by any state agency as defined in § 36-14-2(8)(i), while serving as such policy-making, discretionary, or confidential staff member and for a period of one year after leaving that state employment as a member of the state elected official's or the general assembly's senior policy-making, discretionary, or confidential staff.

(2) Notwithstanding the foregoing, a person holding a senior policy-making, discretionary, or confidential staff position who has a minimum of five (5) years of uninterrupted state service shall be exempt from the provisions of this section. "State service" as used herein means service in the classified, unclassified and nonclassified services of the state, but shall not include service in any state elective office.

(3) Nothing contained herein shall prohibit any general officer or the general assembly from appointing any such senior policy-making, discretionary, or confidential member of the staff of any state elected official or the general assembly to any other senior policymaking, discretionary, or confidential position on any general officer's or the general assembly's staff, and in the case of the governor, to a position as a department director; nor shall the provisions hereof prohibit any senior policy-making, discretionary, or confidential member of the staff of any state elected official or the general assembly from seeking or accepting any other senior policy-making, discretionary, or confidential position on any general officer's or the general assembly's staff, or from seeking or accepting appointment as a department director by the governor.

(4) Nothing contained herein shall prohibit a person holding a senior policy-making, discretionary, or confidential staff position from seeking or being elected for any constitutional office.

(5) Nothing contained herein shall prohibit the Rhode Island ethics commission from authorizing exceptions to this subsection where such exemption would not create an appearance of impropriety.

HISTORY: P.L. 1987, ch. 195, § 3; P.L. 1990, ch. 159, § 1; P.L. 1991, ch. 191, § 1; P.L. 1992, ch. 132, § 1; 1992, ch. 396, § 1; 1992, ch. 436, § 1; P.L. 2005, ch. 410, § 20.

§ 36-14-6. Statement of conflict of interest

Any person subject to this code of ethics who, in the discharge of his or her official duties, is or may be required to take an action, make a decision, or refrain therefrom that will or can reasonably be expected to directly result in an economic benefit to the person, or spouse (if not estranged), or any dependent child of the person, or business associate or any business by which the person is employed or which the person represents, shall, before taking any such action or refraining therefrom:

(1) Prepare a written statement sworn to under the penalties for perjury describing the matter requiring action and the nature of the potential conflict; if he or she is a member of a legislative body and he or she does not request that he or she be excused from voting, deliberating, or taking action on the matter, the statement shall state why, despite the potential conflict, he or she is able to vote and otherwise participate fairly, objectively, and in the public interest; and

(2) Deliver a copy of the statement to the commission, and:

(i) If he or she is a member of the general assembly or of any city or town legislative body, he or she shall deliver a copy of the statement to the presiding officer of the body, who shall cause the statement to be recorded in the journal of the body and, upon request of the member, may excuse the member from votes, deliberations, or any other action on the matter on which a potential conflict exists; or

(ii) If the person is not a legislator, his or her superior, if any, shall, if reasonably possible, assign the matter to another person who does not have a conflict of interest. If he or she has no immediate superior, he or she shall take such steps as the commission shall prescribe through rules or regulations to remove him or herself from influence over any action on the matter on which the conflict of interest exists.

HISTORY: P.L. 1987, ch. 195, § 3.

R.I. Gen. Laws § 36-14-9

§ 36-14-7. Interest in conflict with discharge of duties

(a) A person subject to this code of ethics has an interest which is in substantial conflict with the proper discharge of his or her duties or employment in the public interest and of his or her responsibilities as prescribed in the laws of this state, if he or she has reason to believe or expect that he or she or any person within his or her family or any business associate, or any business by which the person is employed or which the person represents will derive a direct monetary gain or suffer a direct monetary loss, as the case may be, by reason of his or her official activity.

(b) A person subject to this code of ethics does not have an interest which is in substantial conflict with the proper discharge of his or her duties in the public interest and of his or her responsibilities as prescribed by the laws of this state, if any benefit or detriment accrues to him or her or any person within his or her family or any business associate, or any business by which the person is employed or which the person represents, as a member of a business, profession, occupation, or group, or of any significant and definable class of persons within the business, profession, occupation, or group, to no greater extent than any other similarly situated member of the business, profession, occupation, or group, or of the significant and definable class of persons within the business, profession, occupation or group.

HISTORY: P.L. 1987, ch. 195, § 3; P.L. 1992, ch. 132, § 1.

§ 36-14-8. Rhode Island ethics commission -- Establishment -- Members -- Vacancies -- Quorum -- Compensation and quarters

(a) There is hereby established an independent and nonpartisan Rhode Island ethics commission composed of nine (9) members appointed by the governor. The president of the senate, the minority leader of the senate, the speaker of the house of representatives, the majority leader of the house of representatives, and the minority leader of the house of representatives shall, within twenty (20) days of July 21, 1992, each submit to the governor a list of names of at least five (5) individuals. The governor shall, within forty (40) days of July 21, 1992, appoint one individual from each of the lists so submitted and four (4) individuals without regard to the lists submitted by the legislative leaders.

(b) Members of the commission shall serve for terms of five (5) years, except that, of the members first appointed:

(1) The individual appointed from the list submitted by the majority leader of the house of representatives shall serve for one year;

(2) The individuals appointed from the lists submitted by the minority leader of the senate and one of the individuals appointed by the governor without regard to the lists submitted by the legislative leaders shall serve for two (2) years;

(3) The individual appointed from the list submitted by the minority leader of the house of representatives and one of the individuals appointed by the governor without regard to the lists submitted by the legislative leaders shall serve for three (3) years;

(4) The individual appointed from the list submitted by the president of the senate and one of the individuals appointed from the list submitted by the minority leader of the house of representatives shall serve for four (4) years; and

(5) The individual appointed from the list submitted by the speaker of the house of representatives and one of the individuals appointed from the list submitted by the minority leader of the senate shall serve for five (5) years.

(c) No member shall be appointed for more than one full five (5) year term; provided, however, that each member shall continue to serve until his or her successor is appointed and qualified; and, provided further, that if, at the time of the expiration of any member's term, that member is actively engaged in the adjudication of a complaint, he or she shall continue to serve in that capacity until the commission has completed its responsibilities with respect to that complaint.

(d) The governor shall, at the time of the initial appointments to the commission, designate one member to act as chairperson of the commission for a period of one year and another to act as vice chairperson of the commission for a period of one year. Thereafter, the commission shall elect a chairperson and a vice chairperson. The vice chairperson shall act as chairperson in the absence of the chairperson or in the event of a vacancy in that position.

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(e) Any vacancy on the commission, occurring for any reason prior to the expiration of the term, shall be filled for the unexpired term by the appointing authority in the same manner as the original appointment within thirty (30) days of the vacancy occurring.

(f) No individual, while a member or employee of the commission, including any legal counsel engaged by the commission, shall:

- (1) Hold or campaign for any other public office;
- (2) Hold office in any political party or political committee;
- (3) Participate in or contribute to any political campaign;
- (4) Directly or indirectly attempt to influence any decision by a governmental body, other than as the duly authorized representative of the commission on a matter within the jurisdiction of the commission;
- (5) Have held elective public office or have been a candidate for elective public office for a one year period prior to appointment.
- (6) Have any equity interest or ownership interest in, or be employed by a business entity that derives any of its revenue or income by engaging in lobbying, as defined in chapter 22-10 and chapter 42-139.

(g) The governor shall declare vacant the position on the commission of any member who takes part in activities prohibited by subsection (f) of this section. An individual appointed to fill a vacancy occurring other than by the expiration of a term of office shall be appointed for the unexpired term of the member he or she succeeds, and is eligible for appointment to one full five-year term thereafter. Any vacancy occurring on the commission shall be filled within thirty (30) days in the manner in which that position was originally filled.

(h) For any action to be taken under the terms of this chapter by the full commission, five (5) members of the commission shall constitute a quorum.

(i) Commission members shall not be compensated for attendance at meetings of the commission or of any investigating committee or adjudicative panel of the commission.

(j) All departments and agencies of the state or of any city or town or political subdivision within this state shall furnish such advice or information documentary or otherwise, to the commission and its agents as is deemed necessary or desirable by the commission to facilitate the purposes of this chapter.

(k) The director of administration is hereby authorized and directed to provide suitable quarters for the commission.

(l) When commission members act in good faith within the scope of their authority and in their official capacities they shall be afforded protection against civil liability as provided in § 9-1-31.1.

HISTORY: P.L. 1987, ch. 195, § 3; P.L. 1992, ch. 436, § 1; P.L. 2001, ch. 180, § 77; P.L. 2005, ch. 117, art. 21, § 29; P.L. 2006, ch. 428, § 5; P.L. 2006, ch. 429, § 5.

§ 36-14-9. Administrative powers of the commission

(a) The commission is hereby empowered to:

(1) Engage the services of an executive director and of other legal, secretarial, and investigative employees, who shall be bound by the prohibitions contained in § 36-14-8(f), and to make such other expenditures as are necessary for the effective performance of its functions;

(2) Separately retain the services of independent legal counsel who shall be bound by the prohibitions contained in § 36-14-8(f) and who shall remain independent of the executive director and other commission employees;

(3) Prescribe and publish, after notice and public hearings, rules and regulations to carry out the provisions of this chapter;

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- (4) Prescribe forms for statements and reports required to be filed by this chapter and furnish the forms to persons required to file statements and reports;
- (5) Prepare and publish a manual setting forth recommended uniform methods of accounting and reporting for use by persons required to file statements and reports by this chapter;
- (6) Accept and file any information voluntarily supplied that exceeds the requirements of this chapter;
- (7) Compile and maintain an index of all reports and statements filed with the commission to facilitate public access to the reports and statements;
- (8) Prepare and publish quarterly and annually summaries of statements and reports filed with the commission;
- (9) Review all statements and reports filed with the commission in order to ascertain whether any person has failed to file a required statement or has filed a deficient statement;
- (10) Preserve statements and reports filed with the commission for a period of five (5) years from date of receipt;
- (11) Prepare and publish special reports and technical studies to further the purposes of this chapter;
- (12) Prepare and publish, prior to April 1 of each year, an annual report summarizing the activities of the commission, including, but not limited to, the:
- (i) Number of disclosure statements filed;
 - (ii) Subjects of advisory opinions requested and issued;
 - (iii) Number of complaints filed, investigated and/or adjudicated;
- (13) Have a seal and the members, executive director, and assistant clerks thereof shall have authority and power to administer oaths and affirmations;
- (14) Educate public officials, employees, and citizens on ethical standards as embodied in the code of ethics by holding regular workshops, seminars, and the like, focusing on the specifics of the code of ethics and compliance therewith;
- (15) Create publications to explain the ethical conduct expected of officials and employees.
- (b) The rulemaking power conferred by subsection (a)(3) of this section shall be subject to, and shall be exercised in conformity with, §§ 42-35-2 -- 42-35-7.
- (c) Unless specifically prohibited, the commission shall make statements and reports filed with the commission available for public inspection and copying during regular office hours and make copying facilities available at a charge not to exceed actual cost.

HISTORY: P.L. 1987, ch. 195, § 3; P.L. 1992, ch. 436, § 1.

§ 36-14-10. Educational powers of the commission

- (a) The commission is hereby empowered to establish and implement an educational program for the purpose of educating public officials and employees and the general public about the ethical standards embodied in the Rhode Island code of ethics in government, which program may include the preparation and dissemination of brochures, other publications and the conduct of workshops and seminars.
- (b) The educational program authorized by this section shall be established by the commission in the exercise of the rulemaking authority conferred by § 36-14-9(a)(3).
- (c) The commission may, by rule or regulation, delegate to its executive director (or other designated employee) such authority as it may deem necessary for the implementation of the educational program authorized by this section.

HISTORY: P.L. 1987, ch. 195, § 3.

R.I. Gen. Laws § 36-14-10.1

§ 36-14-10.1. Continuing ethics education

The commission shall periodically provide a continuing education program on the Rhode Island code of ethics and related laws for major state decision-makers. The program shall be provided at least twice annually and shall consist of continuing education units as established by commission rule and which may be offered through an interactive web-based format. The commission shall provide participants with certificates showing the date and number of continuing education units completed.

HISTORY: P.L. 2006, ch. 428, § 6; P.L. 2006, ch. 429, § 6.

§ 36-14-11. Advisory powers of the commission

(a) The commission is hereby empowered to issue, at the request of any person covered by the Rhode Island code of ethics in government, advisory opinions on the requirements of this chapter.

(b) Any advisory opinion rendered pursuant to this section must be approved, prior to issuance, by a majority of the members of the commission.

(c) Any advisory opinion rendered by the commission, until amended or revoked by a majority vote of the commission, shall be binding on the commission in any subsequent proceedings concerning the person who requested the opinion and who acted in reliance on it in good faith, unless material facts were omitted or misstated by the person in the request for the opinion.

HISTORY: P.L. 1987, ch. 195, § 3.

§ 36-14-12. Investigative powers of the commission

(a) The commission is hereby empowered to investigate allegations of violations of the provisions of this chapter and, in furtherance of any investigation, the commission shall have the power to:

- (1) Compel the attendance of witnesses and require the production of evidence; and
- (2) Take oral or written evidence under oath or affirmation.

(b) Any person, including any member of the commission, may file with the commission a complaint alleging a violation of this chapter. Any complaint filed with the commission shall be a statement in writing under oath which shall include the name of the person alleged to have committed the violation and which shall set forth in detail the specific act or acts complained of. The commission shall, within seventy-two (72) hours of the filing of any complaint, cause a copy of that complaint to be served, by certified mail, return receipt requested, upon any person alleged in the complaint to have committed a violation of this chapter.

(c) Upon receipt of a written complaint alleging a violation of this chapter, the commission shall within one hundred eighty (180) days of receipt of the written complaint complete its investigation; provided that, the commission may, for good cause shown, grant no more than two (2) extensions of sixty (60) days each.

(1) If the commission determines that the verified complaint does not allege facts sufficient to constitute a knowing and willful violation of any of the provisions of this chapter, it shall dismiss the complaint and notify the complainant and the respondent of the dismissal. The contents and substance of any complaint so dismissed, any answer thereto, and the notice of dismissal shall be made public.

(2) If the commission determines that the verified complaint alleges facts sufficient to constitute a violation of any of the provisions of this chapter, the commission shall promptly investigate the allegations contained in the complaint, make a finding on the complaint, and any amendment thereto.

(3) If the commission finds after its preliminary investigation that probable cause does not exist to support the allegations of the complaint, the commission shall dismiss the complaint and notify the complainant and the respondent of the dismissal. The contents and substance of any complaint so dismissed, any answer thereto, and the notice of dismissal shall be made public.

(4) If the commission finds that probable cause does exist to support the allegations of the complaint, it shall prepare written findings which shall state in detail the violations complained of and the manner in which they occurred and shall fix a time for hearing on the matter; provided, however, that, before it issues any findings, the commission shall permit the respondent to submit a written statement and/or to appear in person or by counsel for the purpose of presenting arguments and/or written evidence in response to the allegations against him or her. The respondent shall be entitled to examine and make copies of all evidence in the possession of the commission relating to the complaint. Upon the issuance of any findings, the commission shall notify the complainant and the respondent of its action.

(5) If the commission, during the course of its investigation, has probable cause to believe that violations of this chapter, other than those contained in the complaint, have been committed, it may, upon its own motion, amend the complaint to include the violations. The commission shall, within seventy-two (72) hours of any amendment, cause a copy of the amended complaint to be served, by certified mail, return receipt requested, upon any person alleged in the amended complaint to have committed a violation of this chapter. Any person alleged by an amended complaint to have committed a violation of this chapter shall be afforded a reasonable opportunity to respond to the allegations contained therein.

(6) Nothing in this section shall be construed to authorize the commission to make any of its investigatory records public.

(d) The commission, upon a finding pursuant to this section that there fails to exist probable cause for a violation of this chapter, shall issue an order dismissing the complaint, and if it finds the complaint to be frivolous, unreasonable, or groundless, the commission shall require the person filing the complaint to pay a civil penalty of not more than five thousand dollars (\$ 5,000), all or part of which may be paid to the subject of the complaint in reimbursement of said subject's reasonable expenses of defense.

HISTORY: P.L. 1987, ch. 195, § 3; P.L. 1990, ch. 463, § 1; P.L. 1991, ch. 177, § 1; P.L. 1992, ch. 436, § 1; P.L. 1998, ch. 256, § 1.

§ 36-14-13. Adjudicative powers of the commission

(a) The commission is hereby empowered to adjudicate the merits of allegations of violations of the Rhode Island code of ethics.

(1) At such a hearing the commission shall have the power to compel the attendance of witnesses, require the production of evidence, and take oral or written evidence under oath or affirmation;

(2) Each party shall have the right to be represented by legal counsel; to conduct discovery pursuant to rules, adopted by the commission in the exercise of its rulemaking authority, which shall provide for the prompt and early exchange of relevant information and otherwise protect each party from unfair surprise during the course of the proceedings; to compel attendance of witnesses; to examine and cross examine opposing witnesses; to introduce exhibits and otherwise to present any matters to the commission relevant to the complaint;

(3) Oral evidence shall be taken only on oath or affirmation;

(4) There shall be a presumption of innocence on the part of any person alleged to have violated the provisions of this chapter and the burden of proving that the person has violated the provisions of this chapter shall be upon those who allege the violation or violations;

(5) The hearing shall be open to the public;

(6) Objections to the introduction of evidence may be made and shall be noted in the record;

(7) A stenographic record shall be made of all hearings conducted under the provisions of this section;

(8) At the conclusion of proceedings concerning an alleged violation, the commission shall immediately begin deliberations on the evidence and then proceed to determine whether there has been a knowing and willful violation of this chapter;

(9) No persons, other than members of the commission, and independent legal counsel for the limited purpose provided for herein, shall be present during the deliberations of the commission following any hearing conducted under this section. Counsel may not participate in deliberations of the commission. Counsel's sole function shall be to respond to questions of law posed by commission members. A written record shall be maintained of the questions posed to counsel and counsel's responses, which shall become part of the record of proceedings.

(b) In order for the commission to hold a hearing there must be a quorum of five (5) members. For every two (2) members who must recuse themselves from taking part in a hearing due to a conflict, the number needed for a quorum shall be reduced by one.

(c) In order for the commission to find that there has been a knowing and willful violation of this chapter it shall be necessary that a majority of those commissioners who attended all hearings, but in no case fewer than three (3) of the members of the commission shall vote in the affirmative to so find.

(d) The commission, upon a finding pursuant to this section that there has been a violation of this chapter, shall issue an order by which it may:

(1) Require that the violator cease and desist violating the provisions of this chapter;

(2) Require that the violator file any report, statement, or other information as required by this chapter;

(3) Require that the violator pay a civil penalty of not more than twenty-five thousand dollars (\$ 25,000) for each violation of this chapter and the pecuniary value of any unjust enrichment realized by the violator as the result of his or her violation of this chapter;

(4) Refer the entire record of its proceedings to the attorney general; and/or

(5) Remove the violator from his or her office or position in accordance with the provisions of § 36-14-14, provided the violator is not subject to impeachment.

(e) The commission shall, in the exercise of the rulemaking authority conferred by § 36-14-9(a)(3), promulgate rules and regulations, consistent with the provisions of this section, for the conduct of adjudicative hearings before any adjudicative panel of the commission.

(f) Except in those cases referred to the attorney general pursuant to subsection (d)(4) of this section, a final decision of the commission and the record of proceedings before the commission upon which the final decision is based shall be made public by the commission within thirty (30) days after the final decision is rendered.

(g) The commission, upon a finding pursuant to this section that there has not been a violation of this chapter, shall issue an order dismissing the complaint, and if it finds the complaint to be frivolous, unreasonable, or groundless, the commission shall require the person filing the complaint to pay a civil penalty of not more than five thousand dollars (\$ 5,000), all or part of which may be paid to the subject of the complaint in reimbursement of said subject's reasonable expense of defense.

HISTORY: P.L. 1987, ch. 195, § 3; P.L. 1992, ch. 131, § 1; 1992, ch. 436, § 1; P.L. 1998, ch. 256, § 1.

§ 36-14-14. Removal powers of the commission

(a) The commission is hereby empowered to remove from office any state or municipal elected official or any state or municipal appointed official not subject to impeachment in accordance with the provisions of subsections (b) through (d) of this section.

(b) Any state or municipal elected official and any state or municipal appointed official not subject to impeachment may be removed from office if:

(1) The commission has found, after an adjudicative hearing conducted in accordance with § 36-14-13, that the official has been guilty of a serious, knowing, and willful violation of § 36-14-5(c), 36-14-5(d), or 36-14-5(g); and

(2) The commission determines that the violation was committed by the violator either with (i) fraudulent intent to secure the unjust enrichment of him or herself or another person or (ii) malicious intent to inflict pecuniary or other substantial injury upon another person.

(c) If it determines that such a violation has been committed, it shall conduct a hearing at which the executive director of the commission or his or her designee and the respondent or his or her counsel shall be permitted to pursue additional evidence and arguments relevant to (i) the presence or absence of the specific intent required by subsection (b)(2) of this section as a prerequisite to removal of an official from office, and (ii) the presence or absence of aggravating or mitigating circumstances of which the commission should be aware in rendering its final decision.

(d) The removal power conferred by this section may be exercised only by the affirmative vote of two-thirds (2/3) of the membership of the commission eligible to participate, but in no case fewer than five (5) affirmative votes.

HISTORY: P.L. 1987, ch. 195, § 3; P.L. 1992, ch. 436, § 1.

§ 36-14-15. Judicial review

Any action by the commission made pursuant to this chapter shall be subject to review pursuant to chapter 35 of title 42.

HISTORY: P.L. 1987, ch. 195, § 3.

§ 36-14-16. Financial statement to be filed

(a) On or before the last Friday in April of each year, the following officials and employees subject to this code of ethics shall file with the commission a financial statement complying with the requirements of this chapter.

(1) All state elected officials;

(2) All state appointed officials;

(3) All state appointed officials and employees who hold a major decision-making position in a state agency;

(4) All municipal elected officials; and

(5) All municipal appointed officials whose official duties and responsibilities include exercising decision-making authority over the expenditure of more than fifty thousand dollars (\$ 50,000) in public funds in any fiscal or calendar year, and expressly including solicitors and assistant solicitors, police chiefs, fire chiefs, superintendents of schools, principals, superintendents and administrators of charter schools, board members of charter schools, principals, superintendents and administrators of state schools, board members of state schools, building inspectors, members of planning boards, zoning boards, licensing boards and tax appeal boards. This subsection shall also include all municipal appointed officials whose official duties and responsibilities include nominating, appointing or hiring any persons that will receive compensation of more than fifty thousand dollars (\$ 50,000) in public funds in any fiscal or calendar year.

(b) In the case of state and municipal appointed officials on and after January 1, 1988, the appointee shall file the financial statement within thirty (30) days after the date of his or her appointment or the date he or she qualifies for the office; provided, however, that in the case of the appointment of officials that require senate confirmation, the appointee shall file the financial statement with the appropriate senate committee prior to the institution of those confirmation proceedings.

(c) Within thirty (30) days after the filing deadline, every person who is a candidate for an office as an elected officer, except those candidates for moderator and clerk of a voting district of the cities and towns, shall file the financial statement as required by this chapter. Filings of candidates for general office shall include information as required in subdivision 36-14-17(b)(2). The commission shall grant an extension for good cause shown of not more than fifteen (15) days, provided a request for the extension is received prior to the filing deadline for the financial statement.

(d) Except as otherwise provided in this chapter, at least thirty (30) days before the deadline date for the filing of a financial statement by each individual required to file, the commission shall mail to the individual a copy of the financial statement form. In the case of candidates other than those covered by subsection (f) of this section, the forms shall be mailed within ten (10) days after the filing deadline date. In the case of appointed officers covered by this section, the forms shall be mailed within seven (7) days after the date of the appointment.

(e) If a person has filed a financial statement as required by one subsection of this section covering the preceding calendar year, he or she is not required to file a financial statement as required by another subsection if, before the deadline for filing under the other subsection, he or she notifies the commission in writing that he or she has already filed a financial statement under the subsection specified.

(f) A person required to file a financial statement under subsection (a) of this section may request the commission to grant an extension of time of not more than sixty (60) days for filing the statement. The commission shall grant the extension of not more than sixty (60) days if the request is received prior to the filing deadline or if a timely filing or request for extension is prevented because of physical or mental incapacity. Not more than one extension may be given to a person in one year except for good cause shown.

(g) The deadline for filing any statement required by this section is 5:00 P.M. of the last day designated in the pertinent subsection of this section for filing the statement. When the last day of filing falls on a Saturday or Sunday or an official state holiday, the deadline for filing is extended to 5:00 P.M. of the next day which is not a Saturday or Sunday or holiday. Any statement required by any provision of this section to be filed within a specified time period shall be deemed to be timely filed if it is placed in the United States post office or in the hands of a common or contract carrier properly addressed to the appropriate authority within the time limits applicable to the statement. The postmark or receipt mark (if received by a common or contract carrier) will be prima facie evidence of the date that the statement was deposited with the post office or carrier. The person filing the statement may show by competent evidence that the actual date of posting was to the contrary.

HISTORY: P.L. 1987, ch. 195, § 3; P.L. 2004, ch. 389, § 1; P.L. 2006, ch. 428, § 5; P.L. 2006, ch. 429, § 5.

§ 36-14-17. Content of financial statement

(a) The financial statement required herein shall be on a form prescribed by the commission and shall include the account of the financial activity of the person required to file the statement by this chapter, the financial activity of his or her spouse (if not estranged), and any dependent children for the preceding calendar year.

(b) The account of financial activity referred to in subsection (a) of this section shall consist of:

(1) If he or she or any person enumerated in subsection (a) of this section or a business entity in which he or she or any person enumerated as aforesaid held a ten percent (10%) or greater equity interest or five thousand dollars (\$ 5,000) or greater cash value interest at any time during the calendar year for which the statement is required has done business with a state or municipal agency or a business which is subject to direct regulation greater than of a de minimus nature by a state or municipal agency, and if so, the date and nature of the business;

(2) A list of all sources of occupational income identified by employer or, if self employed, by the nature of occupation or profession, and if income was received from a state or municipal agency, the name and address of the agency and the nature of the services rendered; however, general officers, as defined in *section 17-2-1*, shall list all sources and amounts of income in excess of two hundred dollars (\$ 200) according to the following categories:

(i) not more than \$ 1000

(ii) greater than \$ 1000 but no more than \$ 10,000

- (iii) greater than \$ 10,000 but no more than \$ 25,000
- (iv) greater than \$ 25,000 but no more than \$ 50,000
- (v) greater than \$ 50,000 but no more than \$ 100,000
- (vi) greater than \$ 100,000 but no more than \$ 200,000
- (vii) greater than \$ 200,000 but no more than \$ 500,000
- (viii) greater than \$ 500,000 but no more than \$ 1,000,000
- (ix) greater than \$ 1,000,000

(3) A listing of all real property in which a financial interest was held; however, this section shall not apply to real property used exclusively as his or her principal residence;

(4) Identification of any interested person from whom the person or his or her spouse (if not estranged) or any dependent child received a gift or contribution of money or property in excess of one hundred dollars (\$ 100) in value or a series of gifts or contributions of money or property, the total of which exceeds one hundred dollars (\$ 100) in value received from the same source, and a description of each gift or contributions, except those received from persons related to the person at any time within the third degree of consanguinity or affinity and campaign contributions which were reported as required by law, for purposes of this subsection, "interested person", means a person or a representative of a person or business that has a direct financial interest in a decision that the person subject to the Code of Ethics is authorized to make, or to participate in the making of, as part of his or her official duties;

(5) Identification of the source of all income received as beneficiary of a trust and identification of each asset, if known to the beneficiary, from which income was received by the beneficiary in excess of one thousand dollars (\$ 1,000);

(6) A list of all boards of directors of which the person is a member and executive positions which he or she holds in any business entity, stating the name and address of each business entity;

(7) The name and address of any business entity in which he or she or any person enumerated in subsection (a) of this section held a ten percent (10%) or greater equity interest or five thousand dollars (\$ 5,000) or greater cash value interest in at any time during the calendar year for which the statement is required; and

(8) (i) Identification of any person, business entity, financial institution or other organization to whom the person was indebted at any time during the calendar year for which the statement is required in an amount in excess of one thousand dollars (\$ 1,000) other than:

- (A) Any person related to the person at any time within the third degree of consanguinity or affinity; or
- (B) Any transactions involving credit cards; or

(C) Any indebtedness to a financial institution, licensed and regulated by any state or by the United States, which is secured solely by a mortgage of record on real property used exclusively as the principal residence of the person required to file the statement.

(ii) This section does not require the reporting of the amount or amounts of the indebtedness or the payment record of the loans.

(c) The financial statement shall be sworn to under oath.

HISTORY: P.L. 1987, ch. 195, § 3; P.L. 1988, ch. 141, § 1; P.L. 1990, ch. 96, § 1; P.L. 1991, ch. 272, § 1; P.L. 2004, ch. 181, § 1; P.L. 2004, ch. 248, § 1; P.L. 2006, ch. 428, § 5; P.L. 2006, ch. 429, § 5.

§ 36-14-18. Disclosure of regulated business interests

(a) Every person who is required to file a financial statement pursuant to this chapter and who has, acquires, or divests him or herself of ten percent (10%) or greater equity interest or five thousand dollars (\$ 5,000) or greater cash

value interest in a business entity which is subject to direct regulation, greater than of a de minimus nature, by a state or municipal agency, or which does any business with a state or municipal agency, shall file with the commission at the times specified by this chapter, an affidavit:

- (1) Identifying him or herself and stating the capacity in which he or she serves or is about to serve which occasions the filing of the affidavit;
 - (2) Identifying the business entity (or each business entity);
 - (3) Identifying the regulatory agency or agencies;
 - (4) Stating the nature of his or her interest in the business entity;
 - (5) Describing the manner in which the business entity is subject to regulation; and
 - (6) Stating whether the interest is held, or was acquired or divested, and if acquired or divested, when.
- (b) The nature of an interest in a business entity shall be described in specific language.
- (c) Every state or municipal official to which this section applies who holds office on January 1, 1988, and who has any interest required to be reported pursuant to this section, shall file the affidavit within ninety (90) days after January 1, 1988.
- (d) If a state or municipal official to which this section applies, acquires or divests him or herself of an interest, required to be reported pursuant to this section, he or she shall file the affidavit within thirty (30) days after the date the interest was acquired or divested.
- (e) In the case of appointments made after January 1, 1988, a state or municipal official who has any interest required to be reported pursuant to this section shall file the affidavit within thirty (30) days after the date of his or her appointment or the date he or she qualifies for the office.

HISTORY: P.L. 1987, ch. 195, § 3.

§ 36-14-19. Penalties

Any person who knowingly and willfully violates the provisions of this chapter shall, in addition to the civil penalties provided herein, be guilty of a misdemeanor punishable by a fine of not more than one thousand dollars (\$ 1,000) and/or imprisonment for no longer than one year.

HISTORY: P.L. 1987, ch. 195, § 3.

§ 36-14-20. Construction

The provisions of this chapter shall be construed to be in addition to and not in substitution of any other provision of law not inconsistent herewith.

HISTORY: P.L. 1987, ch. 195, § 3.

§ 36-14-21. Severability

If any provision of this chapter, or the application thereof to any person or circumstance, is held invalid, the validity of the remainder of the chapter and the application of the provisions to other persons and circumstances shall not be affected thereby.

HISTORY: P.L. 1987, ch. 195, § 3.

**INDEMNIFICATION/REIMBURSEMENT POLICY
FOR REASONABLE LEGAL DEFENSE EXPENSES**

I. Introduction

Rhode Island Turnpike and Bridge Authority ("RITBA") board members, officers, employees and/or agents may, from time to time, be subjected to legal proceedings related to their performance of their official duties. Consistent with RITBA's by-laws and Rhode Island General Laws section 24-12-1, *et seq.*, these policies and procedures set forth the circumstances under which RITBA will indemnify/reimburse its board members, officers, employees and agents for reasonable expenses incurred by them in connection with defending themselves in legal proceedings related to their performance of their official duties.

II. Policies and Procedures

A. GENERALLY

If authorized by its board of directors, or, if a quorum cannot be obtained, by a committee of the board consisting of at least two (2) directors not parties to the proceeding at issue, RITBA will indemnify/reimburse board members, officers, employees and agents of RITBA for reasonable expenses incurred by them in connection with defending themselves in legal proceedings related to their performance of their official duties, provided that the following circumstances are present:

the RITBA board member, officer, employee or agent made a party to the legal proceeding –

(1) conducted himself or herself in good faith;

(2) reasonably believed that his or her conduct was in RITBA's best interests; and

(3) in the case of any criminal proceeding, had no reasonable cause to believe that his or her conduct was unlawful.

Indemnification/reimbursement may be made for judgments, penalties, fines, settlements, and reasonable expenses, including attorneys' fees, actually incurred by an RITBA board member, officer, employee or agent in connection with a legal proceeding.

The term "legal proceeding" as used in these policies and procedures means any threatened, pending or completed action, suit, or proceeding, whether civil, criminal, administrative or investigative, but does not include proceedings or investigations initiated by RITBA to investigate the official

conduct of any RITBA board member, officer, employee or agent. Thus, RITBA will not indemnify/reimburse any RITBA board member, officer, employee or agent for expenses incurred by the board member, officer, employee or agent in connection with his or her defense of any internal investigation or other proceeding initiated by RITBA to investigate the official conduct of the board member, officer, employee or agent. Further, with respect to any legal proceeding involving a charge that an RITBA board member, officer, employee or agent sought, obtained or received an improper personal benefit, RITBA will not indemnify/reimburse the individual if he or she is adjudged to be liable on that basis.

B. AUTHORIZATION BY BOARD OF DIRECTORS

No RITBA board member, officer, employee or agent will be eligible for indemnification/reimbursement for expenses incurred in connection with a legal proceeding against him or her unless and until the board of directors, by a majority vote of a quorum consisting of directors not parties to the proceeding, determines that indemnification/reimbursement is permissible under the circumstances of the case. If a quorum of the board of directors cannot be obtained, then a committee of the board, duly designated to act in the matter by a majority vote of the full board, and consisting of at least two (2) directors not parties to the proceeding at issue, will determine whether indemnification/reimbursement is permissible by majority vote. In each particular case, the reasonableness of expenses incurred by an RITBA board member, officer, employee or agent in connection with a legal proceeding against him or her will be determined by the board of directors or a committee of the board in the same manner as the determination of whether indemnification/reimbursement is permissible is made.

C. APPLICATION FOR INDEMNIFICATION/REIMBURSEMENT FOR REASONABLE EXPENSES

Except in circumstances where the legal proceeding at issue involves a charge that an RITBA board member, officer, employee or agent sought, obtained or received an improper personal benefit, a qualified individual may apply for indemnification/reimbursement for reasonable expenses incurred in the individual's defense of a legal proceeding in advance of the final disposition of the proceeding. All applications for indemnification/reimbursement under these policies and procedures should be directed to RITBA's Human Resources Department, and must include the following:

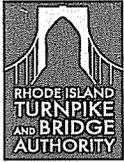
- (1) an itemized list of all reasonable expenses incurred in defense of the legal proceeding, with any relevant receipts and/or invoices attached thereto;

- (2) a written affirmation by the board member, officer, employee or agent submitting the application that he or she has met the standard of conduct necessary for indemnification/reimbursement by RITBA as set forth in these policies and procedures; and
- (3) a written promise by the board member, officer, employee or agent that he or she will repay all reimbursements made to him or her by RITBA under these policies and procedures if it is ultimately determined that he or she has not met the standard of conduct necessary for indemnification/reimbursement as set forth in these policies and procedures.

III. Enforcement

Any otherwise eligible RITBA board member, officer, employee or agent who fails to strictly follow these policies and procedures will be deemed ineligible for indemnification/reimbursement for expenses incurred in connection with a legal proceeding against him or her.

indemnification policy (ritba board).doc



RHODE ISLAND Turnpike and Bridge Authority

Board Agenda Item Tracking System

AGENDA ITEM <div style="text-align: center; font-size: 2em;">10</div>	DATE PREPARED: January 30, 2015	SUBJECT: MT. HOPE SEPTIC SYSTEM
FOR THE MEETING OF: February 4, 2015		PREPARED BY: Eric Offenberg

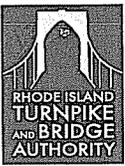
SUMMARY DESCRIPTION:

The septic system at the Mt. Hope Bridge house has failed and is in need of replacement. We have received a permit from DEM for an innovative system. Bids are due January 30, 2015. Recommendation will be hand delivered on Monday, February 2, 2015.

Financial Effect :

Instructions: The individual named at the top of this page as "preparer" indicates in boxes below which individuals and departments are to review and approve this document and its corresponding support (if applicable) prior to distribution to Board members. Then, each individual places his or her initials and date in the appropriate space in evidence of their review.

ROUTING	EXECUTIVE DIRECTOR <i>EARL J. CROFT III</i>	INITIALS	DATE	BOARD ACTION:
	FINANCE <i>NANCY E. PARRILLO</i>			<p><input type="checkbox"/> TABLED: UNTIL _____</p> <p><input type="checkbox"/> DISCUSSED: <i>Action Taken:</i></p> <p style="margin-left: 40px;">VOTE TAKEN: <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p style="margin-left: 40px;">APPROVED: <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p><input type="checkbox"/> RATIFIED</p>
√	ENGINEERING <i>ERIC OFFENBERG</i>	<i>EO</i>	1/30/15	
	PLAZA OPERATIONS SAFETY & SECURITY <i>JIM SWANBERG</i>			
	ELECTRONIC TOLL COLLECTION DIRECTOR <i>KATHI O'CONNOR</i>			
	MAINTENANCE <i>JAMES ROMANO</i>			
	PROCUREMENT			



RHODE ISLAND Turnpike and Bridge Authority

Board Agenda Item Tracking System

AGENDA ITEM	DATE PREPARED: January 21, 2015	SUBJECT: FY 2015 YTD December Financial Package
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FOR THE MEETING OF: February 4, 2015	PREPARED BY: Nancy E. Parrillo
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SUMMARY DESCRIPTION:
December 2014 MTD / YTD Financial Report

Traffic and Revenue Reports

Financial Effect: N/A

Instructions: The individual named at the top of this page as "preparer" indicates in boxes below which individuals and departments are to review and approve this document and its corresponding support (if applicable) prior to distribution to Board members. Then, each individual places his or her initials and date in the appropriate space in evidence of their review.

ROUTING	EXECUTIVE DIRECTOR <i>EARL J. CROFT III</i>	INITIALS	DATE	BOARD ACTION:
√	FINANCE <i>NANCY E. PARRILLO</i>	<i>NEP</i>	<i>1/21/15</i>	<p>TABLED: UNTIL _____</p> <p>DISCUSSED: <i>Action Taken:</i></p> <p style="text-align: right;">VOTE TAKEN: __ YES __ NO</p> <p style="text-align: right;">APPROVED: __ YES __ NO</p> <p>RATIFIED</p>
	ENGINEERING <i>ERIC OFFENBERG P.E.</i>			
	OPERATIONS <i>JAMES SWANBERG</i>			
	MAINTENANCE <i>JAMES ROMANO</i>			
	E-ZPASS <i>KATHRYN O'CONNER</i>			
	IT <i>MICHAEL BONSIGNORE</i>			
	OTHER (SPECIFY)			

RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY
Statement of Operations
For the Six Months Ending Wednesday, December 31, 2014

	Month of Period 6	YTD as of 12/31/2014	YTD Budget 12/31/2014	Percent of Budget Completed
Revenue				
Toll Revenue	\$1,227,255.94	\$10,520,167.33	\$8,542,428.18	123.15%
Gas Tax Revenue	1,184,384.29	6,593,689.12	7,125,000.00	92.54%
Transponder Revenue	25,843.13	210,126.96	274,999.98	76.41%
Interest	108,666.07	225,120.88	250,000.02	90.05%
Miscellaneous Revenue	2,400.00	592,423.14	124,999.98	473.94%
Statement and Bank Fees	7,191.00	51,599.00	32,500.02	158.77%
Total Operating Revenues	2,555,740.43	18,193,126.43	16,349,928.18	111.27%
Operating Expenses				
Wages	222,079.22	1,442,121.83	1,704,933.78	84.59%
Vacation and Sick Pay				
OASDI tax	15,974.83	105,493.65	143,520.18	73.50%
Unemployment tax	2,058.97	17,115.05		0.00%
Health and Dental Insurance	37,083.32	195,258.05	195,963.54	99.64%
Life Insurance	1,536.69	9,220.14	17,076.84	53.99%
Pension	13,191.14	77,693.51	89,653.32	86.66%
Salaries and Wages	291,924.17	1,846,902.23	2,151,147.66	85.86%
Telephone / ITData	64,627.69	204,548.86	250,710.90	81.59%
Office / Postage	3,393.08	39,542.26	57,500.04	68.77%
Advertising expense	936.90	27,133.08	107,500.02	25.24%
Travel and Entertainment	1,157.87	11,834.48	6,000.00	197.24%
Dues	4,304.09	19,515.69	30,000.00	65.05%
Subscriptions and Misc.	32.05	462.74	1,249.98	37.02%
Legal Fees	37,323.13	210,751.42	83,250.00	253.15%
Audit Fee		25,813.00	17,500.02	147.50%
Professional		17,288.50	37,500.00	46.10%
Safety	120.00	57,241.30	74,962.02	76.36%
Trustee Fees	787.50	3,966.66	4,999.98	79.33%
Bank Fees	1,546.36	24,423.83		0.00%
Insurance - Property	49,336.75	308,533.83	266,244.00	115.88%
Insurance - Other	38,878.91	206,212.47	193,228.02	106.72%
Utilities	34,611.73	129,829.19	92,500.02	140.36%
Event Expense	5,515.85	117,198.17		0.00%
ETC Expense	167,175.83	921,636.15	1,205,350.02	76.46%
Transponder Expense		80,284.05	75,000.00	107.05%
Toll Equipment Maintenance	5,416.97	31,068.22	57,499.98	54.03%
IT Equipment Maintenance		10,494.64	49,412.10	21.24%
Uniforms		2,536.67	3,250.02	78.05%
Vehicle Maintenance	5,463.18	33,810.25	40,681.02	83.11%
Electrical Contractor	120.00	74,406.78	100,000.02	74.41%
Bridge Maintenance		(31,950.00)	250,000.02	(12.78%)
Maintenance and Supplies	54,754.59	248,197.91	75,000.00	330.93%
Miscellaneous expense	2,749.04	12,778.99	1,249.98	1022.34%
Depreciation Expense				0.00%
Settlement Expense			434,136.00	0.00%
Contingency reserve			163,500.00	0.00%
Host Community		28,000.00	13,999.98	200.00%
Operating Expenses	770,175.69	4,662,461.37	5,843,371.80	79.79%
Interest Expense		1,599,172.83	1,599,173.00	100.00%
Cost of Issuance Expense				
Cost of Issuance Amortization				
Bond Discount Amortization		2,397.13		0.00%
Gain/Loss on Impaired Asset	28,734.23	28,734.23		0.00%
Environmental Remediation				
Total Non-Operating Expenses	28,734.23	1,630,304.19	1,599,173.00	101.95%
Total Expenses	798,909.92	6,292,765.56	7,442,544.80	84.55%
Net Income	\$1,756,830.51	\$11,900,360.87	\$8,907,383.38	133.60%

Rhode Island Turnpike and Bridge Authority
Cash and Investments Summary
December 31, 2014

As of December 31, 2014

	Cash and Cash Equiv.*	Investments	Total	Total @ 11/30/14	Change
Operations and Maintenance Fund	\$ 195,651	\$ -	\$ 195,651	\$ 947,731	\$ (752,080)
O&M Reserve Fund	1,118,403	1,118,403	1,118,403	1,114,724	3,679
Renewal and Replacement Fund	161,673	7,304,080	7,465,753	7,833,327	(367,574)
Revenue Fund	1,261,374	1,261,374	1,261,374	1,623,988	(362,614)
Violations Account	384,042	384,042	384,042	367,274	16,768
Toll Revenue Fund	1,405,155	1,405,155	1,405,155	1,751,226	(346,071)
EZ Pass Fund	5,107,451	5,107,451	5,107,451	5,051,288	56,163
General Fund	1,607	1,607	1,607	1,607	-
Health Benefits Account	10,010	10,010	10,010	9,252	758
Insurance Reserve Fund	1,588,008	1,588,008	1,588,008	1,587,994	13
2003A Debt Service Principal	239,727	239,727	239,727	2,721,789	(2,482,062)
2003A Debt Service Interest	48,663	48,663	48,663	309,670	(261,007)
2003A Debt Service Reserve	4,592,162	4,592,162	4,592,162	4,592,156	6
2010A Debt Service Principal	-	-	-	-	-
2010A Debt Service Interest	201,214	201,214	201,214	1,195,924	(994,711)
2010A Debt Service Reserve	3,715,250	3,715,250	3,715,250	3,715,250	-
2013A Cost of Issuance	0	0	0	-	0
2013A Debt Service Principal	25	25	25	-	25
2013A Debt Service Interest	-	-	-	-	-
2013A Project Fund	3,260,180	3,260,180	3,260,180	4,054,365	(794,185)
Motor Fuel Revenue Fund	-	-	-	-	-
Motor Fuel Residual Fund	5,374,067	5,374,067	5,374,067	3,931,265	1,442,802
2014A BAN Project Fund	4,848,137	4,848,137	4,848,137	4,847,994	143
2014A Note Payment Fund	3,259	3,259	3,259	1,787	1,472
2014B Note Payment Fund	19,556	19,556	19,556	10,724	8,832
Total	\$ 8,709,816	\$ 32,129,877	\$ 40,839,693	\$ 45,669,335	\$ (4,829,642)

* Cash equivalents consist of short-term, liquid investments such as repurchase agreements ("repos"), money market funds, and certificates of deposit.

Repurchase agreements are essentially loans to the entity from which they are purchased. By investing in repos with Citizens Bank, R.I.T.B.A. is, in actuality, loaning funds to the bank and receiving securities in return as collateral for the loan. In this position, R.I.T.B.A. actually holds a reverse repo, or the opposite side of a repurchase agreement. The Bank holds the repo; that is, the agreement to repurchase the security held temporarily by the R.I.T.B.A.

The money market is a subsection of the fixed income market, as is the bond market. The notable difference between the bond and money markets is the short-term nature of the money market. Money market securities have maturities of less than one year and are essentially IOUs from government entities, financial institutions, and corporations. Due to their extreme liquidity, money market funds are considered to be cash for financial reporting purposes.

Rhode Island Turnpike and Bridge Authority
Claiborne Pell Bridge Traffic and Revenue Summary

	Month of December		Change	6 Months Ended December 31		Change	Newport Traffic	
	2014	2013		2014	2013		RI	OOS
TRAFFIC								
Cash Vehicles	79,189	87,151	(7,962)	809,629	912,623	(102,994)	RI	90.73%
ETC Vehicles - Newport	709,817	667,700	42,117	4,809,258	4,713,450	95,808	OOS	9.27%
ETC Vehicles - Sakonnet (Image Review)	2,500	760,169	(757,669)	126,467	3,483,329	(3,356,862)	Sakonnet Traffic	
TOTAL	791,506	1,515,020	(723,514)	5,745,354	9,109,402	(3,364,048)	RI	100.00%
							OOS	0.00%
								-
REVENUE								
Cash Vehicles	\$ 320,136	\$ 373,787	\$ (53,651)	\$ 3,268,606	\$ 3,570,137	\$ (301,531)	RI	70.79%
ETC Vehicles - Newport	\$ 974,160	\$ 855,502	\$ 118,658	\$ 7,465,148	\$ 6,780,138	\$ 685,010	OOS	29.21%
ETC Vehicles - Sakonnet	\$ 250	\$ 69,514	\$ (69,264)	\$ 12,647	\$ 319,038	\$ (306,391)	Sakonnet Revenue	
TOTAL	\$ 1,294,547	\$ 1,298,803	\$ (4,256)	\$ 10,746,401	\$ 10,669,313	\$ 77,088	RI	100.00%
							OOS	0.00%
								250.00
Average Per Vehicle	\$ 1.636	\$ 0.857		\$ 1.870	\$ 1.171			-

RI TURNPIKE & BRIDGE AUTHORITY
FY2015 Traffic & Revenue Analysis

YTD Traffic Analysis

Month	Cash Traffic	NEWPORT BRIDGE		SAKONNET BRIDGE IMAGE REVIEW		TOTAL Traffic	%age breakdown to TOTAL traffic				
		RI ETC Traffic	OOS ETC Traffic	RI ETC Traffic	OOS ETC Traffic		% Cash	NEWPORT BRIDGE		SAKONNET BRIDGE	
								% RI ETC	% OOS ETC	% RI ETC	% OOS ETC
July	192,527	725,162	168,005	30,491	17,106	1,133,291	16.99%	63.99%	14.82%	2.69%	1.51%
August	194,097	708,243	176,839	21,429	17,626	1,118,234	17.36%	63.34%	15.81%	1.92%	1.58%
September	138,715	706,764	124,974	15,082	14,818	1,000,353	13.87%	70.65%	12.49%	1.51%	1.48%
October	119,515	706,804	101,342	3,519	2,749	933,929	12.80%	75.68%	10.85%	0.38%	0.29%
November	85,586	611,019	73,289	1,147	-	771,041	11.10%	79.25%	9.51%	0.15%	0.00%
December	79,189	644,017	65,800	2,500	-	791,506	10.00%	81.37%	8.31%	0.32%	0.00%
January	-	-	-	-	-	-	-	-	-	-	-
February	-	-	-	-	-	-	-	-	-	-	-
March	-	-	-	-	-	-	-	-	-	-	-
April	-	-	-	-	-	-	-	-	-	-	-
May	-	-	-	-	-	-	-	-	-	-	-
June	-	-	-	-	-	-	-	-	-	-	-
TOTAL	809,629	4,102,009	710,249	74,168	52,299	5,748,354	14.08%	71.36%	12.36%	1.29%	0.91%
COMMERCIAL	11,797	56,762		1,266		69,825	16.90%	81.29%		1.81%	

YTD Revenue Analysis

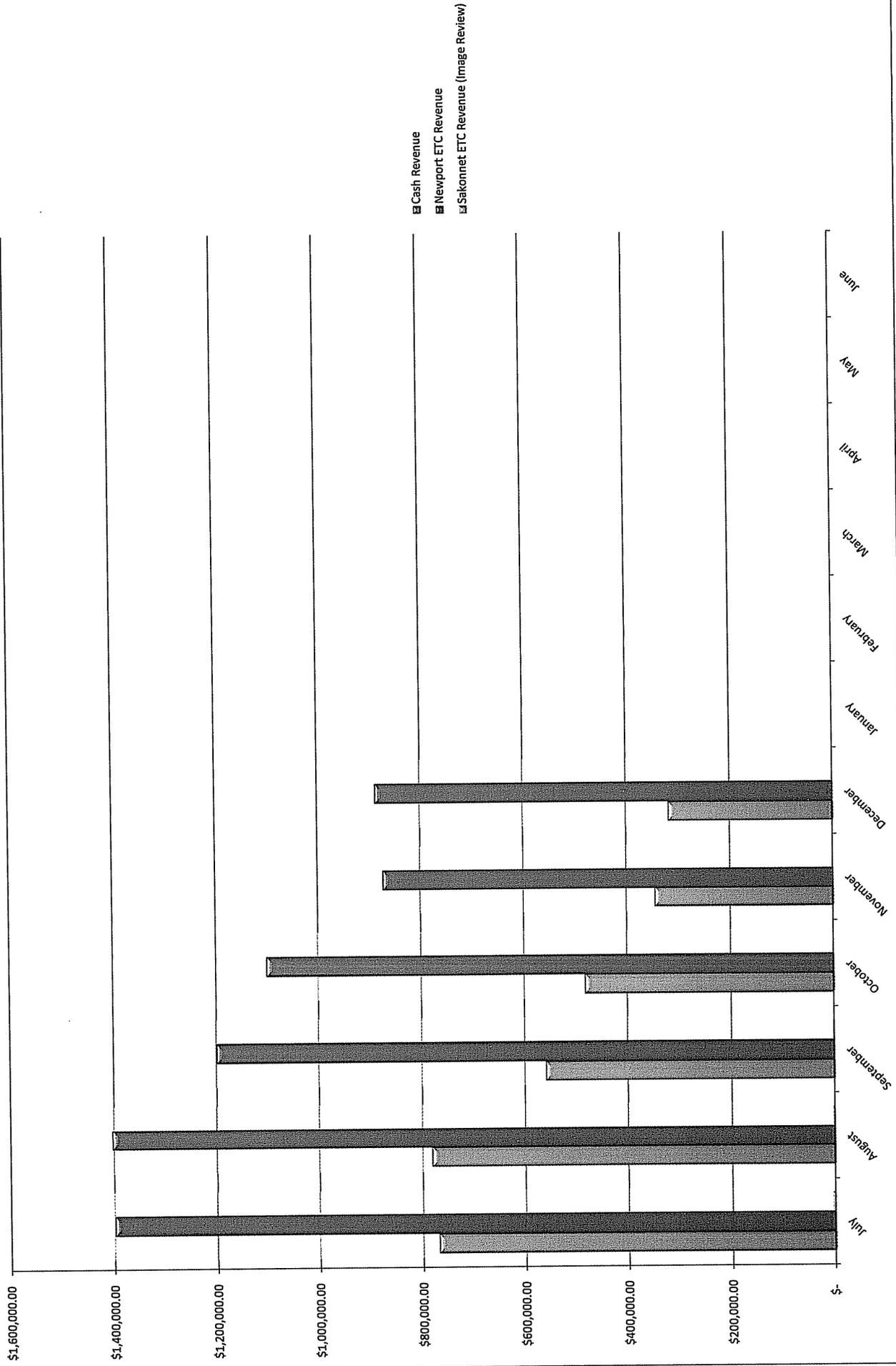
Month	Cash Revenue	NEWPORT BRIDGE		SAKONNET BRIDGE IMAGE REVIEW		TOTAL Revenue	%age breakdown to TOTAL traffic				
		RI ETC Revenue	OOS ETC Revenue	RI ETC Revenue	OOS ETC Revenue		% Cash	NEWPORT BRIDGE		SAKONNET BRIDGE	
								% RI ETC	% OOS ETC	% RI ETC	% OOS ETC
July	\$770,374	\$780,027	\$713,991	\$3,049	\$1,711	\$2,269,151	33.95%	34.38%	31.47%	0.13%	0.08%
August	\$784,556	\$768,207	\$759,347	\$2,143	\$1,763	\$2,316,016	33.88%	33.17%	32.79%	0.09%	0.08%
September	\$564,249	\$763,959	\$538,392	\$1,508	\$1,482	\$1,869,589	30.18%	40.86%	28.80%	0.08%	0.08%
October	\$483,660	\$766,338	\$438,406	\$351	275	\$1,689,030	28.64%	45.37%	25.96%	0.02%	0.02%
November	\$345,630	\$647,835	\$314,487	114.70	-	\$1,308,066	26.42%	49.53%	24.04%	0.01%	0.00%
December	\$320,136	\$689,608	\$284,552	250.00	-	\$1,294,547	24.73%	53.27%	21.98%	0.02%	0.00%
January	-	-	-	-	-	-	-	-	-	-	-
February	-	-	-	-	-	-	-	-	-	-	-
March	-	-	-	-	-	-	-	-	-	-	-
April	-	-	-	-	-	-	-	-	-	-	-
May	-	-	-	-	-	-	-	-	-	-	-
June	-	-	-	-	-	-	-	-	-	-	-
TOTAL Revenue	\$3,268,606	\$4,415,973	\$3,049,175	\$7,416	\$5,230	\$10,746,400	30.42%	41.09%	28.37%	0.00%	0.07%
COMMERCIAL	\$70,447	\$320,628		\$127		\$391,202	18.01%	81.96%		0.03%	

Rhode Island Turnpike & Bridge Authority

Revenue Summary
July 2014 thru June 2015

FY2015 Cash Revenue	Overweights Paid w/ tickets & charges						MEMO ONLY		Total with Overweights &
	TOTAL	2 axle	3 axle	4 axle	5 axle	UPT's Paid	UPT's	Admin Fees	
July	\$ 769,416.25	\$ 752,314.25	\$ 8,268.00	\$ 4,208.00	\$ 4,626.00	\$ 837.00	\$ 1,680.00	\$ -	\$ 770,374.25
August	\$ 781,601.26	\$ 768,412.26	\$ 6,819.00	\$ 3,771.00	\$ 2,599.00	\$ 2,615.00	\$ 1,120.00	\$ -	\$ 784,556.26
September	\$ 559,883.72	\$ 545,009.72	\$ 8,478.00	\$ 2,960.00	\$ 3,436.00	\$ 1,200.00	\$ 1,270.00	\$ -	\$ 564,248.72
October	\$ 482,570.40	\$ 471,530.40	\$ 4,944.00	\$ 2,340.00	\$ 3,756.00	\$ 845.00	\$ 1,320.00	\$ -	\$ 483,660.40
November	\$ 345,455.83	\$ 337,695.83	\$ 3,702.00	\$ 1,328.00	\$ 2,730.00	\$ 30.00	\$ 1,015.00	\$ -	\$ 345,629.83
December	\$ 319,078.34	\$ 312,596.34	\$ 3,276.00	\$ 834.00	\$ 2,372.00	\$ 40.00	\$ 885.00	\$ -	\$ 320,136.34
January	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
February	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
March	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
April	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
May	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
June	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Cash Sub-total	\$ 3,258,005.80	\$ 3,187,558.80	\$ 35,487.00	\$ 15,441.00	\$ 19,519.00	\$ 5,567.00	\$ 7,290.00	\$ -	\$ 3,268,605.80
FY2015 ETC Revenue- NEWPORT									
Total									
July	\$ 1,399,034.64	\$ 1,353,338.85	\$ 26,111.56	\$ 13,650.39	\$ 17,441.58	\$ 83,475.12			\$ 1,494,017.50
August	\$ 1,403,203.49	\$ 1,369,248.21	\$ 26,820.43	\$ 13,762.24	\$ 17,248.07	\$ 100,475.36			\$ 1,527,554.31
September	\$ 1,199,715.31	\$ 1,156,025.83	\$ 28,172.40	\$ 14,416.77	\$ 15,438.26	\$ 88,296.96			\$ 1,302,350.22
October	\$ 1,100,588.97	\$ 1,061,323.40	\$ 27,158.65	\$ 12,635.65	\$ 18,039.88	\$ 85,586.32			\$ 1,204,743.90
November	\$ 872,223.91	\$ 857,982.75	\$ 19,237.86	\$ 9,408.78	\$ 15,187.77	\$ 60,504.80			\$ 962,321.96
December	\$ 886,577.94	\$ 862,321.82	\$ 20,581.37	\$ 9,687.12	\$ 15,529.39	\$ 65,940.60			\$ 974,160.30
January	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -
February	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -
March	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -
April	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -
May	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -
June	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -
Newport Sub-total	\$ 6,861,344.26	\$ 6,660,240.86	\$ 148,182.27	\$ 73,560.95	\$ 98,884.95	\$ 484,279.16	\$ -	\$ -	\$ 7,465,148.19
FY2015 ETC Revenue- SAKONNET									
Total									
July	\$ 4,759.70	\$ 4,713.10	\$ 26.50	\$ 13.10	\$ 7.00	\$ -			\$ 4,759.70
August	\$ 3,905.50	\$ 3,870.20	\$ 17.40	\$ 9.90	\$ 8.00	\$ -			\$ 3,905.50
September	\$ 2,990.00	\$ 2,951.10	\$ 22.10	\$ 12.60	\$ 4.20	\$ -			\$ 2,990.00
October	\$ 626.80	\$ 621.40	\$ 2.30	\$ 2.30	\$ 0.80	\$ -			\$ 626.80
November	\$ 114.70	\$ 114.30	\$ 0.40	\$ -	\$ -	\$ -			\$ 114.70
December	\$ 250.00	\$ 250.00	\$ -	\$ -	\$ -	\$ -			\$ 250.00
January	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -
February	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -
March	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -
April	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -
May	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -
June	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -
Sakonnet Sub-total	\$ 12,646.70	\$ 12,520.10	\$ 68.70	\$ 37.90	\$ 20.00	\$ -	\$ -	\$ -	\$ 12,646.70
TOTAL ETC Rev (TID)	\$ 6,873,990.96	\$ 6,672,760.96	\$ 148,250.97	\$ 73,598.85	\$ 98,904.95	\$ 484,279.16	\$ -	\$ -	\$ 7,477,794.89
FY2015 Revenue									
July	\$ 2,173,210.59	\$ 2,110,366.20	\$ 34,406.06	\$ 17,871.49	\$ 22,074.58	\$ 83,475.12	\$ 1,680.00	\$ -	\$ 2,269,151.45
August	\$ 2,188,710.25	\$ 2,141,530.67	\$ 33,656.83	\$ 17,543.14	\$ 19,855.07	\$ 100,475.36	\$ 1,120.00	\$ -	\$ 2,316,016.07
September	\$ 1,762,589.03	\$ 1,703,986.65	\$ 36,672.50	\$ 17,389.37	\$ 18,878.46	\$ 88,296.96	\$ 1,270.00	\$ -	\$ 1,869,588.94
October	\$ 1,583,786.17	\$ 1,533,475.20	\$ 32,104.95	\$ 14,977.95	\$ 21,798.68	\$ 85,586.32	\$ 1,320.00	\$ -	\$ 1,689,031.10
November	\$ 1,217,794.44	\$ 1,195,792.88	\$ 22,940.26	\$ 10,736.78	\$ 17,917.77	\$ 60,504.80	\$ 1,015.00	\$ -	\$ 1,308,066.49
December	\$ 1,205,906.28	\$ 1,175,168.16	\$ 23,957.37	\$ 10,521.12	\$ 17,901.39	\$ 65,940.60	\$ 885.00	\$ -	\$ 1,294,546.64
January	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
February	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
March	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
April	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
May	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
June	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Grand Totals	\$ 10,131,996.76	\$ 9,860,319.76	\$ 183,737.97	\$ 89,039.85	\$ 118,423.95	\$ 484,279.16	\$ 7,290.00	\$ -	\$ 10,746,400.69

FY2015 Revenue

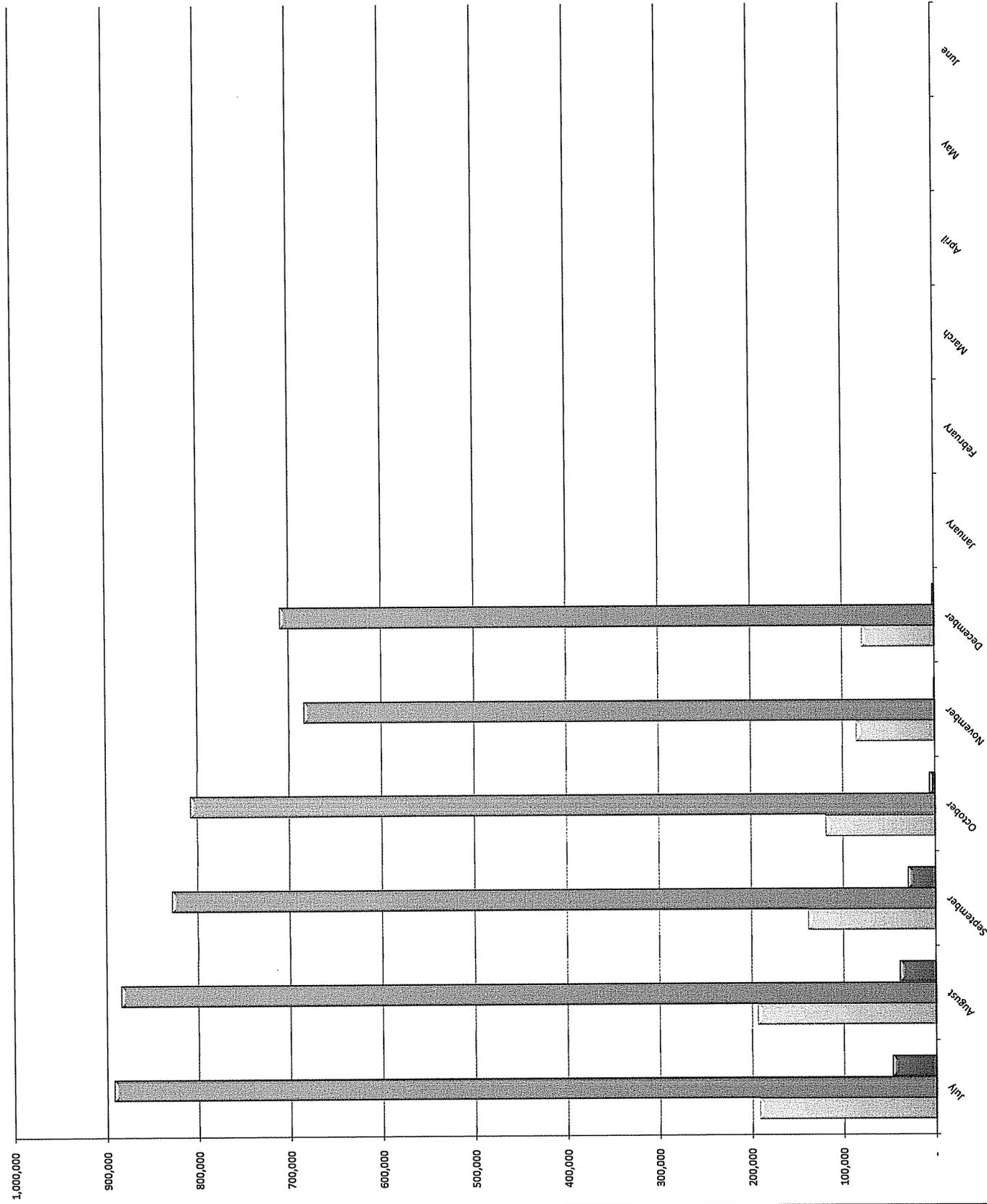


Rhode Island Turnpike & Bridge Authority
Traffic Summary
July 2014 thru June 2015

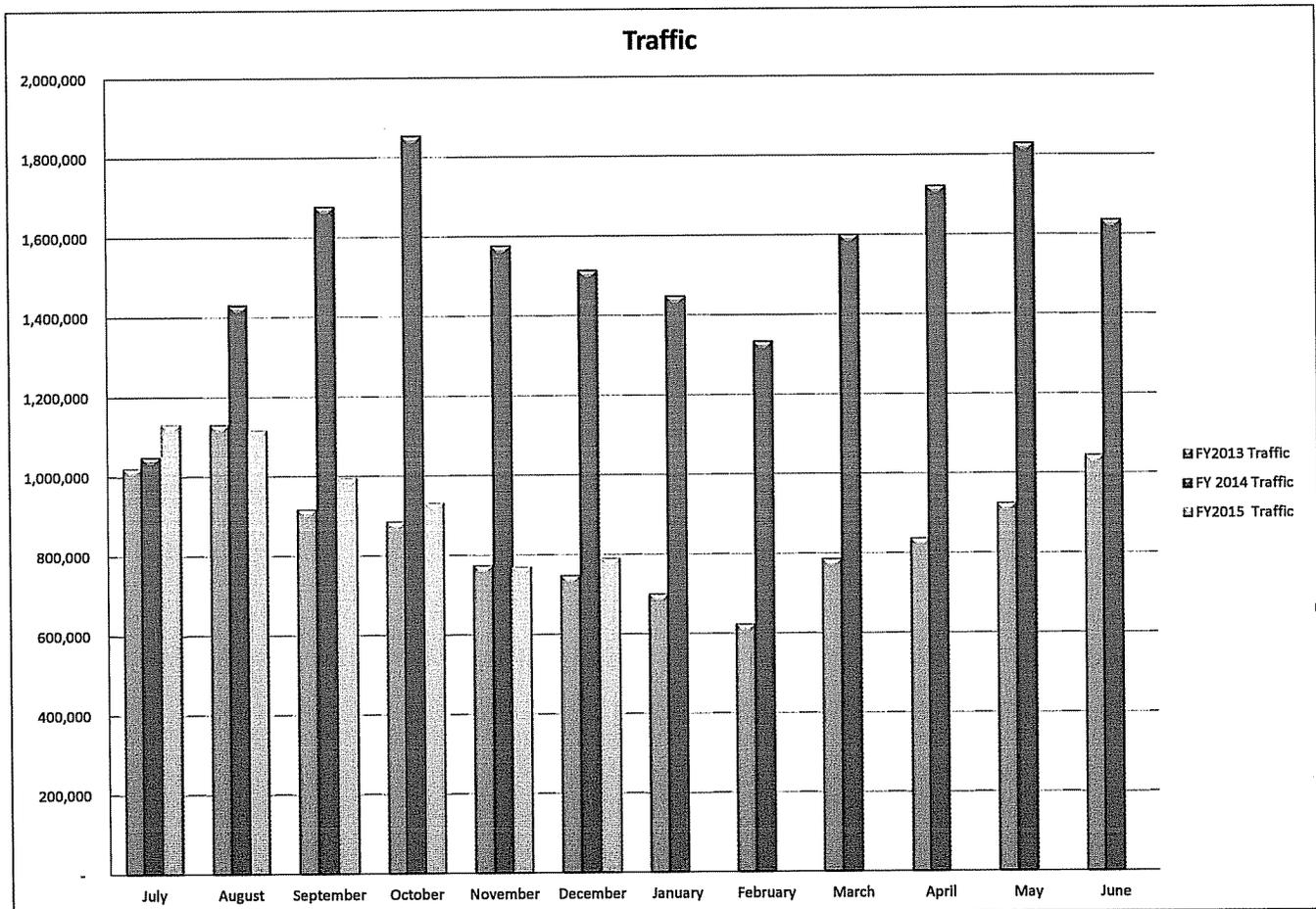
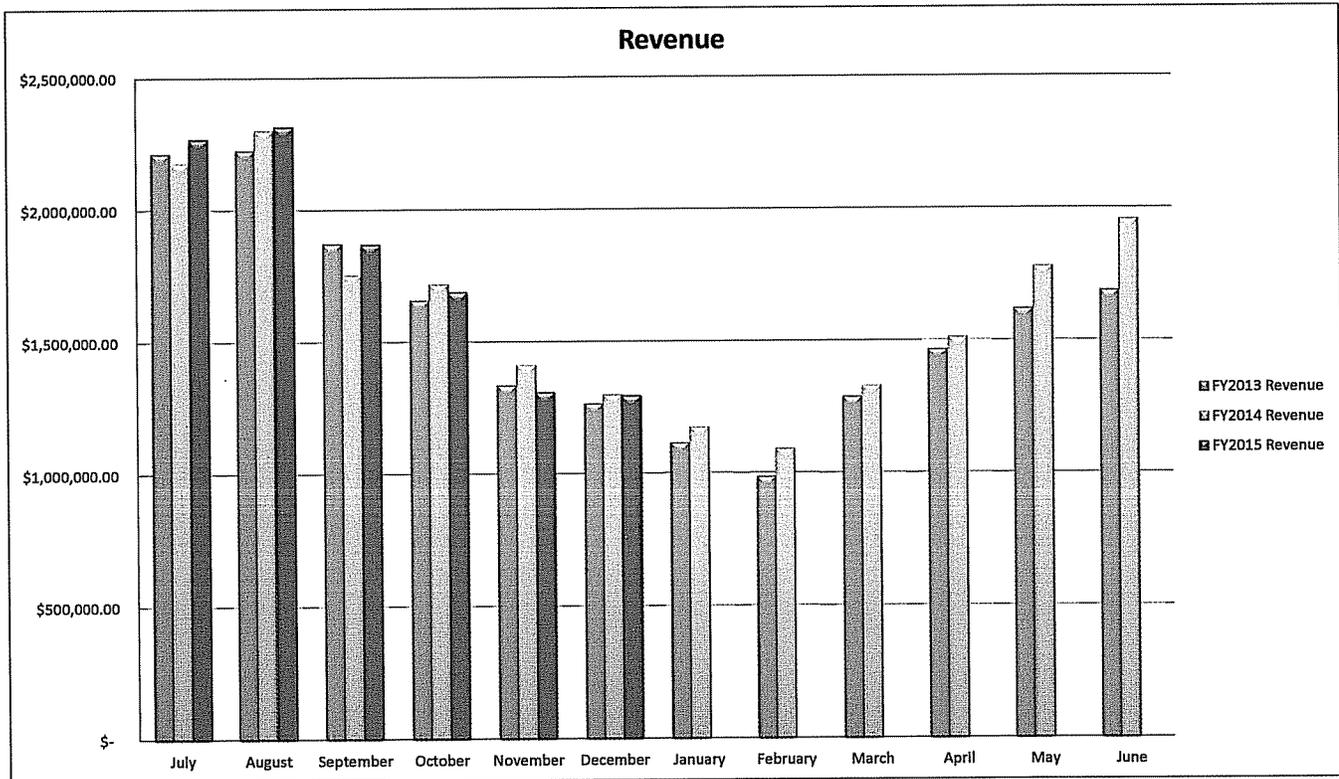
MEMO ONLY

FY2015 Cash Traffic	Cash					Total	Violations (by plaza)	Unrecoverable (by plaza)	Overweights Paid w/ Tickets & charges	Unpaid Tolls	Total with Overweights, UPT & Tickets
	2 axle	3 axle	4 axle	5 axle	Cash						
July	188,079	2,067	1,052	1,157	192,355	n/a	n/a	4	168	192,527	
August	192,103	1,137	471	260	193,971	n/a	n/a	14	112	194,097	
September	136,252	1,413	370	344	138,379	n/a	n/a	209	127	138,715	
October	117,883	824	293	376	119,375	n/a	n/a	8	132	119,515	
November	84,424	617	166	273	85,480	n/a	n/a	6	100	85,586	
December	78,149	546	104	237	79,036	n/a	n/a	66	87	79,189	
January	-	-	-	-	-	n/a	n/a	-	-	-	
February	-	-	-	-	-	n/a	n/a	-	-	-	
March	-	-	-	-	-	n/a	n/a	-	-	-	
April	-	-	-	-	-	n/a	n/a	-	-	-	
May	-	-	-	-	-	n/a	n/a	-	-	-	
June	-	-	-	-	-	n/a	n/a	-	-	-	
Cash Sub-total	796,890	6,604	2,456	2,647	808,596			307	726	809,629	
FY2015 ETC Traffic- NEWPORT	2 axle (other)	3 axle	4 axle	5 axle	NPB	Violations	Unrecoverable (by plaza)				
July	883,052	5,043	2,215	2,857	893,167	14,921	2,919				
August	874,777	5,200	2,241	2,864	885,082	15,643	2,894				
September	809,133	5,488	2,306	2,599	828,738	11,654	1,905				
October	797,832	5,193	2,019	3,102	808,146	9,527	1,375				
November	676,464	3,557	1,560	2,727	684,308	7,248	1,199				
December	702,026	3,743	1,537	2,511	709,817	5,933	1,195				
January	-	-	-	-	-	-	-				
February	-	-	-	-	-	-	-				
March	-	-	-	-	-	-	-				
April	-	-	-	-	-	-	-				
May	-	-	-	-	-	-	-				
June	-	-	-	-	-	-	-				
NPB Sub-total	4,752,496	28,224	11,878	16,660	4,809,258	64,926	11,487			4,809,258	
FY2015 ETC Traffic- SAKONNET	2 axle (other)	3 axle	4 axle	5 axle	SRB	Violations	Unrecoverable (by plaza)				
July	47,131	265	131	70	47,597	-	-				
August	38,702	174	99	80	39,055	-	-				
September	29,511	221	126	42	29,900	-	-				
October	6,214	23	23	8	6,268	-	-				
November	1,143	4	-	-	1,147	-	-				
December	2,500	-	-	-	2,500	-	-				
January	-	-	-	-	-	-	-				
February	-	-	-	-	-	-	-				
March	-	-	-	-	-	-	-				
April	-	-	-	-	-	-	-				
May	-	-	-	-	-	-	-				
June	-	-	-	-	-	-	-				
SRB Sub-total	125,201	687	379	200	126,467	64,926	11,487			126,467	
TOTAL ETC TRAFFIC (year to date)	4,877,697	28,911	12,257	16,860	4,935,725	64,926	11,487			4,935,725	
FY2015 Traffic	2 axle (other)	3 axle	4 axle	5 axle	ALL	Violations	Unrecoverable (by plaza)	Overweights	Total w/ OW & UPT & tickets		
July	1,114,369	7,375	3,398	4,084	1,129,126	14,921	2,919	4	168	1,133,291	
August	1,094,635	6,511	2,811	3,204	1,107,181	15,643	2,894	14	112	1,118,234	
September	977,412	7,122	2,802	2,985	997,353	11,654	1,905	209	127	997,353	
October	923,784	6,040	2,335	3,486	933,929	9,527	1,375	8	132	933,929	
November	764,075	4,178	1,726	3,000	771,041	7,248	1,199	6	100	771,041	
December	784,201	4,289	1,641	2,748	791,506	5,933	1,195	66	87	791,506	
January	-	-	-	-	-	-	-	-	-	-	
February	-	-	-	-	-	-	-	-	-	-	
March	-	-	-	-	-	-	-	-	-	-	
April	-	-	-	-	-	-	-	-	-	-	
May	-	-	-	-	-	-	-	-	-	-	
June	-	-	-	-	-	-	-	-	-	-	
Grand Totals	5,658,476	35,515	14,713	19,507	5,745,354	64,926	11,487	307	726	5,745,354	

FY2015 Traffic



**RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY
REVENUE AND TRAFFIC COMPARISON FY2013 TO FY2015**



Rhode Island Turnpike and Bridge Authority

MONTHLY TRAFFIC and REVENUE

FY2015

REVENUE - NEWPORT		Away at		Total	REVENUE - NBP						Total	Variance
	RITBA	RITBA	RITBA		2 Axle	3 Axle	4 Axle	5 Axle	Misc.			
July	716,807.15	682,227.49	1,399,034.64	1,353,338.85	26,111.56	13,650.39	17,441.58	1,410,542.38	11,507.74			
August	699,791.39	703,412.10	1,403,203.49	1,369,248.21	26,820.43	13,762.24	17,248.07	1,427,078.95	23,875.46			
September	693,658.91	506,056.40	1,199,715.31	1,156,025.83	28,172.40	14,416.77	15,438.26	1,214,053.26	14,337.95			
October	693,005.97	407,583.00	1,100,588.97	1,061,323.40	27,158.65	12,635.65	18,039.88	1,119,157.58	18,568.61			
November	591,532.01	280,691.90	872,223.91	857,982.75	19,237.86	9,408.78	15,187.77	901,817.16	29,593.25			
December	625,269.94	261,308.00	886,577.94	862,321.82	20,681.37	9,687.12	15,529.39	908,219.70	21,641.76			
January	-	-	-	-	-	-	-	-	-	-		
February	-	-	-	-	-	-	-	-	-	-		
March	-	-	-	-	-	-	-	-	-	-		
April	-	-	-	-	-	-	-	-	-	-		
May	-	-	-	-	-	-	-	-	-	-		
June	-	-	-	-	-	-	-	-	-	-		
Year to Date	\$ 4,020,065.37	\$ 2,841,278.89	\$ 6,861,344.26	\$ 6,660,240.86	\$ 148,182.27	\$ 73,560.95	\$ 98,884.95	\$ 6,980,869.03	\$ 119,524.77			
REVENUE - SAKONNET		Away at		Total	IMAGE REVIEW - SRB						Total	Variance
	RITBA	RITBA	RITBA		2 Axle	3 Axle	4Axle	5 Axle	Misc.			
image review	3,049.20	1,710.50	4,759.70	4,713.10	26.50	13.10	7.00	4,759.70	-			
July	2,143.00	1,762.50	3,905.50	3,870.20	17.40	9.90	8.00	3,905.50	-			
August	1,508.10	1,481.90	2,990.00	2,951.10	22.10	12.60	4.20	2,990.00	-			
September	351.90	274.90	626.80	621.40	2.30	2.30	0.80	626.80	-			
October	114.70	-	114.70	114.30	0.40	0.00	0.00	114.70	-			
November	250.00	-	250.00	250.00	-	-	-	250.00	-			
December	-	-	-	-	-	-	-	-	-			
January	-	-	-	-	-	-	-	-	-			
February	-	-	-	-	-	-	-	-	-			
March	-	-	-	-	-	-	-	-	-			
April	-	-	-	-	-	-	-	-	-			
May	-	-	-	-	-	-	-	-	-			
June	-	-	-	-	-	-	-	-	-			
Year to Date	\$ 7,416.90	\$ 5,229.80	\$ 12,646.70	\$ 12,520.10	\$ 68.70	\$ 37.90	\$ 20.00	\$ 12,646.70	\$ -			
GRAND TOTAL (NPB & SRB)		Away at		Total	GRAND TOTAL (NPB & SRB)						Total	Variance
	RITBA	RITBA	RITBA		2 Axle	3 Axle	4 Axle	5 Axle	Misc.			
July	719,856.35	682,227.49	1,402,083.84	1,358,051.95	26,138.06	13,663.49	17,448.58	1,415,302.08	13,218.24			
August	701,934.39	705,174.60	1,407,108.99	1,373,118.41	26,837.83	13,772.14	17,256.07	1,430,984.45	23,875.46			
September	695,167.01	507,538.30	1,202,705.31	1,158,976.93	28,194.50	14,429.37	15,442.46	1,217,043.26	14,337.95			
October	693,357.87	407,857.90	1,101,215.77	1,061,944.80	27,160.95	12,637.95	18,040.68	1,119,784.38	18,568.61			
November	591,646.71	280,691.90	872,338.61	858,097.05	19,238.26	9,408.78	15,187.77	901,931.86	29,593.25			
December	625,519.94	261,308.00	886,827.94	862,571.82	20,681.37	9,687.12	15,529.39	908,469.70	21,641.76			
January	-	-	-	-	-	-	-	-	-			
February	-	-	-	-	-	-	-	-	-			
March	-	-	-	-	-	-	-	-	-			
April	-	-	-	-	-	-	-	-	-			
May	-	-	-	-	-	-	-	-	-			
June	-	-	-	-	-	-	-	-	-			
GRAND TOTAL	\$ 4,027,482.27	\$ 2,844,798.19	\$ 6,872,280.46	\$ 6,672,760.96	\$ 148,250.97	\$ 73,598.85	\$ 98,904.95	\$ 6,993,515.73	\$ 121,235.27			

Rhode Island Turnpike and Bridge Authority

MONTHLY TRAFFIC and REVENUE

FY2015

	TRAFFIC- NEWPORT		Away at		TRAFFIC- NPB						Total	Variance
	RITBA	Total	RITBA	Total	2 Axle	3 Axle	4 Axle	5 Axle	Unrecoverable			
July	717,858	874,417	156,559	874,417	883,052	5,043	2,215	2,857	2,919	896,086	21,669	
August	701,939	861,609	159,670	861,609	874,777	5,200	2,241	2,864	2,894	887,976	26,367	
September	697,046	809,133	112,087	809,133	818,345	5,488	2,306	2,599	1,905	830,643	21,510	
October	699,332	798,141	98,809	798,141	797,832	5,193	2,019	3,102	1,375	809,521	11,380	
November	605,325	677,448	72,123	677,448	676,464	3,557	1,560	2,727	1,199	685,507	8,059	
December	637,840	702,665	64,825	702,665	702,026	3,743	1,537	2,511	1,195	711,012	8,347	
January		-		-							-	
February		-		-							-	
March		-		-							-	
April		-		-							-	
May		-		-							-	
June		-		-							-	
Year to Date	4,059,340	4,723,413	664,073	4,723,413	4,752,496	28,224	11,878	16,660	11,487	4,820,745	97,332	
	IMAGE REVIEW - SRB											
					2 Axle	3 Axle	4 Axle	5 Axle	Unrecoverable	Total	Variance	
TRAFFIC- SAKONNET												
image review												
July	30,492	47,597	17,105	47,597	47,131	265	131	70		47,597	-	
August	21,430	39,055	17,625	39,055	38,702	174	99	80		39,055	-	
September	15,081	29,900	14,819	29,900	29,511	221	126	42		29,900	-	
October	3,519	6,268	2,749	6,268	6,214	23	23	8		6,268	-	
November	1,147	1,147	-	1,147	1,143	4	-	-	n/a	1,147	-	
December	2,500	2,500	-	2,500	2,500	-	-	-		2,500	-	
January	-	-	-	-	-	-	-	-		-	-	
February	-	-	-	-	-	-	-	-		-	-	
March	-	-	-	-	-	-	-	-		-	-	
April	-	-	-	-	-	-	-	-		-	-	
May	-	-	-	-	-	-	-	-		-	-	
June	-	-	-	-	-	-	-	-		-	-	
Year to Date	74,169	126,467	52,298	126,467	125,201	687	379	200		126,467	-	
	GRAND TOTAL (NPB & SRB)											
					2 Axle	3 Axle	4 Axle	5 Axle	Unrecoverable	Total	Variance	
GRAND TOTAL (NPB & SRB)												
July	748,350	922,014	173,664	922,014	930,183	5,308	2,346	2,927	2,919	943,683	21,669	
August	723,369	900,664	177,295	900,664	913,479	5,374	2,340	2,944	2,894	927,031	26,367	
September	712,127	839,033	126,906	839,033	847,856	5,709	2,432	2,641	1,905	860,543	21,510	
October	702,851	804,409	101,558	804,409	804,046	5,216	2,042	3,110	1,375	815,789	11,380	
November	606,472	678,595	72,123	678,595	677,607	3,561	1,560	2,727	1,199	686,654	8,059	
December	640,340	705,165	64,825	705,165	704,526	3,743	1,537	2,511	1,195	713,512	8,347	
January		-		-							-	
February		-		-							-	
March		-		-							-	
April		-		-							-	
May		-		-							-	
June		-		-							-	
GRAND TOTAL	4,133,509	4,849,880	716,371	4,849,880	4,877,697	28,911	12,257	16,860	11,487	4,947,212	97,332	

RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY
REVENUE BY SOURCE

FY2015 - ETC Revenue

