



NEW HAMPSHIRE
COUNCIL ON
DEVELOPMENTAL DISABILITIES

September 26, 2014

Her Excellency, Governor Margaret Wood Hassan
And the Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the New Hampshire Council on Developmental Disabilities (the "Council") to enter into an agreement with Donna D. Woodfin, 16 North Spring Street, Concord, NH 03301 (Vendor 224616), in the amount of \$20,000 per year for two years, to conduct data collection, analysis and reporting, utilizing federally-mandated outcome measures, effective on the date of Governor and Council approval, through October 30, 2016. 100% Federal.

Funding is available in the following accounts, contingent upon continued appropriations for fiscal years 2016 and 2017 as follows, with the authority to adjust encumbrances in each of the state fiscal years through the Budget Office if needed and justified. In the event that federal funds become no longer available, general funds will not be used to support this contract.

01-97-97-970010-71350000 – Developmental Disabilities Council	
State Fiscal Year 2015 Class 046-500464 Consultants	\$17,000
State Fiscal Year 2016 Class 046-500464 Consultants	\$20,000
State Fiscal Year 2017 Class 046-500464 Consultants	\$3,000
Total	\$40,000

EXPLANATION

The New Hampshire Council on Developmental Disabilities (Council) is seeking approval to contract with Donna D. Woodfin for preparation of the comprehensive Program Performance Report to the Administration on Intellectual and Developmental Disabilities, a federal agency within the US Department of Health and Human Services, documenting the activities and accomplishments of the Council and its grantees, utilizing federally-mandated outcome measures, data analysis and reporting requirements. The Developmental Disabilities Assistance and Bill of Rights Act (DD Act) provides federal financial assistance to states to support community-based delivery of services to persons with developmental disabilities to help them maximize their work potential, facilitate their ability to live

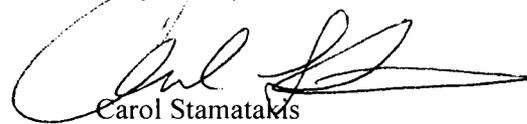
Her Excellency, Governor Margaret Wood Hassan
and the Honorable Executive Council
September 26, 2014
Page 2

Independently, and foster their integration into the community. The NH Council on Developmental Disabilities is the recipient of said funds and subject to detailed programmatic and fiscal reporting requirements. Required report contents are summarized in 42 USC 15025 (c) (7).

This project was placed out to bid by an ad placed in the Manchester Union Leader on August 17, 18 and 19, 2014. Donna D. Woodfin was the only bidder to respond to this project. She is the former Executive Director of the Disability Rights Center of New Hampshire, who has substantial experience preparing reports complying with the reporting requirements of the Administration on Intellectual and Developmental Disabilities. She has done work for the Council in the past and the quality of her work has been exceptional.

The geographic area served by this project is statewide. The source of funds is 100 % federal funds. In the event that federal funds become no longer available, general funds will not be used to support this contract.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Carol Stamatakis', with a long horizontal flourish extending to the right.

Carol Stamatakis
Executive Director

Subject:

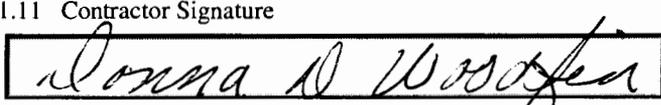
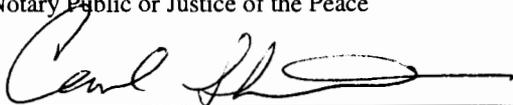
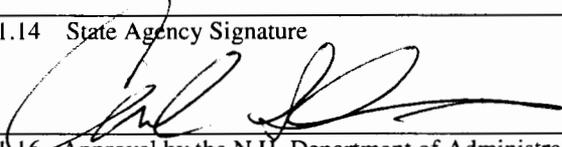
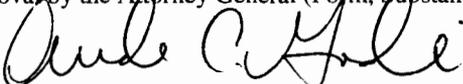
Preparing the Annual Program Performance Report of the NH Council on Dis

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Council on Developmental Disabilities		1.2 State Agency Address 21 South Fruit Street, Suite 22, Concord, NH 03301	
1.3 Contractor Name Donna D. Woodfin		1.4 Contractor Address 16 North Spring Street, Concord, New Hampshire 03301	
1.5 Contractor Phone Number (603) 225-3922	1.6 Account Number 01-97-97-970010-7135-046	1.7 Completion Date October 30, 2016	1.8 Price Limitation \$40,000
1.9 Contracting Officer for State Agency Carol Stamatakis, Executive Director		1.10 State Agency Telephone Number (603) 271-3236	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Donna D. Woodfin	
1.13 Acknowledgement: State of <u>New Hampshire</u> County of <u>Merrimack</u> On <u>September 26, 2014</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]		CAROL M. STAMATAKIS, Justice of the Peace My Commission Expires February 2, 2016	
1.13.2 Name and Title of Notary or Justice of the Peace Carol Stamatakis, Justice of the Peace			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Carol Stamatakis, Executive Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: 9/29/14			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual

intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials DDW
Date 9/26/14

Exhibit A
Donna D. Woodfin
SCOPE OF SERVICES

DATE: September 25, 2014

CONTRACT PERIOD: October 31, 2014 or upon approval of Governor and Council - October 30, 2016

CONTRACTOR:

NAME: Donna D. Woodfin

ADDRESS: 16 North Spring Street

Concord, NH 03301

TELEPHONE: 603-225-3922

The CONTRACTOR shall prepare the annual Program Performance Report of the NH Council on Developmental Disabilities to the federal Administration on Intellectual and Developmental Disabilities. Activities shall include, but are not limited to, the following:

Prepare and submit an annual comprehensive Program Performance Report to the Administration on Intellectual and Developmental Disabilities, a federal agency within the US Department of Health and Human Services, documenting the activities and accomplishments of the NH Council on Developmental Disabilities and its grantees, utilizing federally-mandated outcome measures, data analysis and reporting requirements. The Developmental Disabilities Assistance and Bill of Rights Act (DD Act) provides federal financial assistance to states to support community-based delivery of services to persons with developmental disabilities to help them maximize their work potential, facilitate their ability to live independently, and foster their integration into the community. Required report contents are summarized in 42 USC 15025 (c) (7) and described in detail at <http://itacchelp.org/wp-content/uploads/ED-OLA-PPR-2013-2-slides-per-page-file.pdf>

Scope of work –

- Design and implement analytic procedures to identify, extract and summarize all reportable data from project reports provided by staff and grantees.
- Follow up with staff and grantees to obtain clarification or additional information as needed.
- Analyze and interpret quantitative and qualitative program and financial data and documents activities and outcomes in accordance with federal reporting requirements
- Prepare narrative summaries that clearly document activities and accomplishments.

DDW
9/26/14

EXHIBIT B

PURCHASE OF SERVICES

Agency Name: NH Council on Developmental Disabilities

Program Period: October 31, 2014 or upon approval of Governor and Council through October 30, 2016

Subject to the Contractor's compliance with the terms and conditions of this agreement, and for services provided, the State shall compensate the Contractor at a rate of \$35 an hour and provide reimbursement of pre-approved expenses up to a maximum total payment of Twenty thousand (\$20,000) dollars per year for two years.

An invoice specifying hours worked with a brief description of the nature of the work must be completed, signed, and returned to the NH Council on Developmental Disabilities, in order to initiate payment. Please deliver or mail the invoice to:

Executive Director
NH Council on Developmental Disabilities
21 South Fruit Street, Suite 22
Concord, NH 03773

*Wad W
9/26/14*

EXHIBIT C
SPECIAL PROVISIONS

1. **Insurance:** Given the nature of the Scope of Services, the parties agree to waive the insurance requirement as stated in item no. 14 of the State Form P-37.

W W W
9/26/14

su | do | ku

© Puzzles by Pappocom

	4		3		2		9		
6		2					7		1
7									4
			7		1				
		5		6		8			
			9		5				
3									8
8		4					6		7
	2		8		6			1	

Fill in the puzzle so that every row, every column and every 3x3 grid contains the digits 1 through 9. That means that no number is repeated in any row, column or grid. Shown at right is the answer to the previous day's puzzle.

5	7	6	1	9	3	2	4	8
1	4	9	6	2	8	3	5	7
3	8	2	5	4	7	9	1	6
2	3	7	8	5	1	4	6	9
8	5	4	3	6	9	7	2	1
6	9	1	2	7	4	5	8	3
7	2	3	4	1	6	8	9	5
9	1	5	7	8	2	6	3	4
4	6	8	9	3	5	1	7	2

Legal Notice

REQUEST FOR PROPOSALS (RFP)

Funding of up to \$20,000 per year for 2 years is available for preparing the Annual Program Performance Report of the NH Council on Developmental Disabilities to the federal Administration on Intellectual and Developmental Disabilities. The deadline for receiving proposals is September 25, 2014. Information and a copy of the RFP can be found online at www.nhccd.org. Hard copies may be requested by contacting Carol Stamatakis at 603-271-1157 or carol.stamatakis@ddc.nh.gov. NH Council on Developmental Disabilities, The Walker Building, 21 South Fruit Street, Suite 22, Concord, NH 03301-2451. (UL - Sept. 17, 18, 19)

Legal Notice

TOWN OF HOOKSETT PUBLIC HEARING NOTICE

The Hooksett Town Council will be holding a public hearing on Wednesday, September 24, 2014 @ 6:30pm at the Hooksett Town Hall - Council Chambers, 35 Main Street, Hooksett, NH. The purpose of the public hearing is to adopt proposed amendment to Town Ordinance #00-31: Solid Waste. This notice is per Chapter 231:132-a of the NH Revised Statutes annotated, and section 3.6 of the Hooksett Town Charter. The full text of the proposed amendment is on file with the Town Clerk and via www.hooksett.org for your inspection. Questions should be directed to the Office of the Town Clerk at 485-9534. (UL - Sept. 17)

INVITATION

WONDERWORD®

By DAVID OUELLET

HOW TO PLAY: All the words listed below appear in the puzzle — horizontally, vertically, diagonally, even backward. Find them and CIRCLE THEIR LETTERS ONLY. DO NOT CIRCLE THE WORD. The leftover letters spell the Wonderword.

CASEY KASEM (1932-2014)

Solution: 6 letters

Y	T	R	E	B	I	L	I	N	D	A	S	H	S	G
S	E	S	A	M	E	S	T	R	E	E	T	R	D	N
T	G	N	I	D	R	O	C	E	R	N	N	E	N	O
A	Q	V	L	O	V	E	G	A	N	O	E	P	E	S
R	U	O	B	A	T	M	A	N	S	T	T	M	I	R
G	I	I	F	A	M	E	J	P	Y	C	P	U	R	E
U	N	C	A	T	E	E	M	E	C	O	O	J	F	T
R	C	E	K	I	M	O	K	L	A	U	T	F	R	S
T	Y	Ⓢ	Ⓣ	Ⓛ	Ⓜ	C	U	G	S	N	L	F	E	U
I	C	A	R	T	O	O	N	S	E	T	E	I	P	B
O	R	C	A	J	S	R	A	E	Y	D	X	L	U	T
R	A	I	C	U	O	O	D	Y	B	O	O	C	S	S
T	D	S	T	L	G	Y	N	E	T	W	O	R	K	O
E	I	U	O	I	R	R	E	K	K	N	I	F	E	H
D	O	M	R	E	W	O	H	S	H	E	B	A	N	G

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9/17

Actor, Batman, Cartoons, Casey, Cliffjumper, Countdown, Detroit, Disc Jockey, Fame, Ghostbusters, Hits, Jean, Julie, Kemal, Kerri, Knife, Lexo, Liberty, Linda, Meet, Mike, Music, Network, Quincy, Radio, Recording, Robin, Rugrats, Scooby-doo, Sesame Street, Shebang, Show, Song, Soul, Superfriends, Thompson, Tone, Top Ten, Vegan, Voices, Years
Yesterday's Answer: Photograph

Cryptoquip

The cryptoquip is a simple substitution cipher in which each letter used stands for another. If you think the X equals O, it will equal O throughout the puzzle. Single letters, short words and words using an apostrophe can give you clues to locating vowels. Solution is accomplished by trial and error.

O	G	A	K	T	D	X	B	D	Y	D	G	R	G	D	M				
V	H	Q	I	T	Q	G	O	B	O	C	T	K	G	B	R	G	O	D	
G	A	T	R	K	D	Q	G	K	C	H	V	T	Q	O	Y	Q	T	R	M
X	T	I	A	H	V	O	V	X	B	D	'	O	V	B	D	D	.		

Yesterday's Cryptoquip: IF THOSE HOUSEBUILDERS SHOULD CONGREGATE FOR A CELEBRATION, I IMAGINE THEY MAY RAISE THE ROOF.

Today's Cryptoquip Clue: D equals T

Bridge

Steve Becker

Among other things, good dummy's queen and leads the card play includes the ability to five of spades. East produces the induce your opponents to make ten and South the king. whereun-

ACROSS

- 1 Tiny ammo
- 4 Felon's flight
- 7 Where David slew Goliath
- 8 Barn-roof decorations
- 10 O. Henry's specialty
- 11 Ask to the party
- 13 Multi-faceted exercise routine
- 16 Kreskin's skill
- 17 Appalachian or Oregon
- 18 Gov. med watchdog
- 19 Sock part
- 20 Astringent
- 21 Wed
- 23 Donnybrook
- 25 Bleachers occupants
- 26 Hay bundle

			1
		7	
10			
13			
16			
		21	22
25			
27			
33			
		36	
			38

su | do | ku

© Puzzles by Pappocom

3			8			5
	7		4		1	
		7	6	1		
1	3				2	4
4			2			7
5	9				8	6
		3	7	8		
	8		1		3	
6			5			9

Fill in the puzzle so that every row, every column and every 3x3 grid contains the digits 1 through 9. That means that no number is repeated in any row, column or grid. Shown at right is the answer to the previous day's puzzle.

1	4	8	3	7	2	5	9	6
6	3	2	4	5	9	7	8	1
7	5	9	6	1	8	2	3	4
2	8	6	7	3	1	9	4	5
9	1	5	2	6	4	8	7	3
4	7	3	9	8	5	1	6	2
3	6	1	5	9	7	4	2	8
8	9	4	1	2	3	6	5	7
5	2	7	8	4	6	3	1	9

WONDERWORD®

By DAVID OUELLET

HOW TO PLAY: All the words listed below appear in the puzzle — horizontally, vertically, diagonally, even backward. Find them and **CIRCLE THEIR LETTERS ONLY. DO NOT CIRCLE THE WORD.** The leftover letters spell the Wonderword.

ALS ICE BUCKET CHALLENGE

Solution: 9 letters

S	T	R	E	L	P	O	E	P	U	B	L	I	C	S
S	E	E	E	C	I	S	D	O	H	C	N	E	R	D
E	K	T	G	S	D	D	U	M	P	I	N	G	E	E
N	C	A	A	N	E	A	F	B	O	D	Y	N	A	E
E	U	W	U	R	E	A	E	A	A	N	E	T	T	F
R	B	F	S	O	F	L	R	H	C	S	E	P	I	L
A	D	N	E	R	T	E	L	C	I	E	L	Y	V	E
W	I	D	O	D	A	I	T	A	H	E	B	Y	E	S
A	I	Z	N	N	V	T	R	E	H	ⓓ	Ⓛ	Ⓞ	Ⓢ	T
V	E	O	L	E	T	A	S	K	P	C	O	U	O	I
N	V	D	I	I	S	N	C	H	A	R	I	T	Y	K
I	A	R	N	R	O	G	I	R	H	E	G	U	O	L
O	R	I	E	F	P	I	L	F	B	R	I	B	E	I
J	B	A	T	H	N	O	M	I	N	A	T	E	S	A
W	O	H	S	T	N	A	P	I	C	I	T	R	A	P

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Awareness, Bath, Body, Brave, Bribe, Bucket, Challenge, Charity, Cold, Creative, Drench, Dumping, Facebook, Feeds, Flip, Friend, Frozen, Funds, Hairdo, Head, Help, Ice, Itself, Join, Live, Lou Gehrig, Money, Nominate, Online, Pail, Participants, People, Pete Frates, Post, Public, Raise, Research, Show, Stars, Task, Trend, Video, Water, YouTube
Yesterday's Answer: Shaggy

Cryptoquip

The cryptoquip is a simple substitution cipher in which each letter used stands for another. If you think the X equals O, it will equal O throughout the puzzle. Single letters, short words and words using an apostrophe can give you clues to locating vowels. Solution is accomplished by trial and error.

L	F	K	J	U	C	E	M	J	U	W	E	F	N	N	W	M				
G	F	U	S	F	J	H	Z	T	P	E	W	L	F	W	P	F	T	W	A	Z
L	J	G	E	M	C	A	E	F	U	C	H	S	L	A						
H	A	F	N	N	S	U	A	A	Z	W	E	M	K	A	U	E				

Yesterday's Cryptoquip: SINCE THAT UTILITY WORKER IS A SPECIALIST IN ELECTRIC POWER, SURELY HE KNOWS WHAT'S WATT.

Today's Cryptoquip Clue: M equals O

Bridge

Steve Becker

Assume you're declarer at six notrump and West leads the jack of clubs. You have only eight

36 percent chance of the clubs dividing 3-3. This might lead you to conclude that the heart finesse

ACROSS

- 1 Burn somewhat
- 5 Bonfire residue
- 8 Lecherous look
- 12 Zero, in tennis
- 13 Luau side dish
- 14 Rind
- 15 Portent
- 16 Biz letterhead abbr.
- 17 Tiny bit
- 18 Mother —, nee Agnes Bojaxhiu
- 20 Caffeine-laced nut
- 22 Browse from the street
- 26 "Speed-the-Plow" playwright
- 29 Before
- 30 — out a living
- 31 Yankee nickname
- 32 Aviate
- 33 Expose
- 34 Hostel

1	2	3
12		
15		
18		
26	27	28
31		
34		
37		
		40
45	46	
50		
53		

Legal Notice

REQUEST FOR PROPOSALS (RFP)

Funding of up to \$20,000 per year for 2 years is available for preparing the Annual Program Performance Report of the NH Council on Developmental Disabilities to the federal Administration on Intellectual and Developmental Disabilities. The deadline for receiving proposals is September 25, 2014. Information and a copy of the RFP can be found online at www.nhcdd.org. Hard copies may be requested by contacting Carol Stamatakis at 603-271-1157 or carol.stamatakis@ddc.nh.gov. NH Council on Developmental Disabilities, The Walker Building, 21 South Fruit Street, Suite 22, Concord, NH 03301-2451.
(UL - Sept. 17, 18, 19)

Legal Notice

THE STATE OF NEW HAMPSHIRE

80722. Contract B. Plans and Specifications must be purchased from the NH DOT, Finance & Contracts Office at 7 Hazen Drive, Room 130, Concord, NH. Sealed bids must be deposited in the Bid Box at 7 Hazen Drive, Room 112, Concord, NH, no later than 2:00 P.M. EST on October 9, 2014.

James Haggett,
BFW Contract Administrator
(UL - Sept. 18)

Legal Notice

THE STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION IS SOLICITING BIDS:

The State of New Hampshire is soliciting bids for roadway improvements located in Statewide. A complete Invitation to Bid and project description may be obtained at <http://www.nh.gov/dot/org/administration/finance/bids/invitations/index.htm>. Project No. X-A003(569), 27592. Plans and specifications must be purchased from

9/19/14

Page B7

400, Epping, New Hampshire 03042, whose telephone number is (603) 734-4348. The Mortgaged Premises may be open for inspection prior to the date of sale upon prior reservation with the Mortgagee.

Dated this 28th day of August, 2014.

ATHOL SAVINGS BANK
By Its Attorneys,
CLEVELAND, WATERS AND
BASS, P.A.

By: Timothy E. Britain, Esquire
Two Capital Plaza
P.O. Box 1137
Concord NH 03302-1137
(603) 224-7761

(UL - Sept. 5, 12, 19)

Legal Notice

REQUEST FOR PROPOSALS (RFP)

Funding of up to \$20,000 per year for 2 years is available for preparing the Annual Program Performance Report of the NH Council on Developmental Disabilities to the federal Administration on Intellectual and Developmental Disabilities. The deadline for receiving proposals is September 25, 2014. Information and a copy of the RFP can be

3. Is the applicant willing to conform to the provisions of RSA 375-A and department rules.

4. The business and scope of authority applied for; and

5. To determine if the petitioner's application is completed properly.

Petitioner must demonstrate by the submittal of evidence at the hearing that each of the above issues is met by a preponderance of the evidence. Copies of applicable rules/regulations may be obtained at the Bureau of Government Information Services, NH State Liberty, Concord, New Hampshire, their telephone number (603) 271-2239.

FURTHER ORDERED, that any entity wanting intervene at said hearing file a petition for intervention with the Bureau of Hearing, Department of Safety at least three (3) business days prior to the hearing. Said petition to include the petitioner's position with respect to the subject matter of the hearing; why the interests of the parties and the orderly and prompt conduct of the proceeding would not be impaired; and any other reasons why the Petitioner should be permitted to intervene.

AUTHORITY: RSA 375-A and

NEW HAMPSHIRE UNION

found online at www.nhdd.org. Hard copies may be requested by contacting Carol Stamatakis at 603-271-1157 or carol.stamatakis@ddc.nh.gov. NH Council on Developmental Disabilities, The Walker Building, 21 South Fruit Street, Suite 22, Concord, NH 03301-2451.
(UL - Sept. 17, 18, 19)

Administrative Rules Saf-C 4600 (et seq.) All hearings shall be held pursuant to Saf-C 200 - 203 (et seq.).

BY ORDER OF Richard M. Flynn, Commissioner, Department of Safety, State of New Hampshire.

C.N. Duclou, JR.
Chief Hearings Examiner
Department of Safety
(603) 271-3486

(UL - Sept. 19)

consideration; and any party in responding to such request for a hearing later than October 8, 2014 shall be effective October 15, 2014 unless the Commission rules otherwise.
(UL - Sept. 19)

Legal Notice

NOTICE OF JUDICIAL SALE

Pursuant to an Order of Sale entered in United States vs. **EJL Properties, LLC, and Dick Plantier**, the United States will offer to sell at public auction property located at:

29 Beaver Lane in Bedford, NH 03110

Date and Time of Auction:

October 8, 2014 10:00 am

Open House: October 7, 2014 from 12:00 to 2:00 pm at the sale location.

Location of Auction:

29 Beaver Lane Bedford, NH 03110
Minimum Bid: \$240,000.00

Terms and Conditions of Sale At the time of the sale, the successful bidder shall deposit with Internal Revenue Service, Property Appraisal and Liquidation Specialist, by money order, certified check, or cashier's check payable to the Clerk of the United States District Court for the District of New Hampshire, a deposit in an amount of Forty Thousand Dollars (\$40,000.00). Before being permitted to bid at the sale, potential bidders shall display to the Property Appraisal and Liquidation Specialist proof that they are able to comply with this deposit requirement. No bids will be accepted from anyone who has not presented that proof. The

Legal Notice

MORTGAGEE'S NOTICE OF SALE OF REAL PROPERTY

By virtue of a Power of Sale contained in a certain mortgage given by **Charmaine M. Pecinaki a/k/a Charmaine M. Pescinaki and Todd R. Bernasconi** ("the Mortgagor(s)") to New Century Mortgage Corporation, dated March 31, 2004 and recorded with the Merrimack County Registry of Deeds at Book 2642, Page 1242 (the "Mortgage"), which mortgage is held by U.S. Bank National Association as Trustee successor in interest to Bank of America, National Association as Trustee, successor by merger to LaSalle Bank National Association, as Trustee for Structured Asset Investment Loan Trust Mortgage Pass-Through Certificates, Series 2004-8, the present holder of said Mortgage, pursuant to and in execution of said power and for breach of conditions of said Mortgage and for the purposes of foreclosing the same will sell at:

Public Auction
on
Monday, September 29, 2014
at
12:00 p.m.

Legal Notice

Notice of Sale Pursuant to RSA 444 and RSA 445

On September 28, 2014, Atlantic Auction Company auction the business property of Matthew Skilton to be held at 26 Chichester, NH.
(UL - Sept. 15, 17, 19)

Going Online
See more public notices at
www.unionleader.com

Legal Notice

THE STATE OF NEW HAMPSHIRE PUBLIC UTILITIES COMMISSION DE 14-23 PUBLIC SERVICE COMPANY NEW HAMPSHIRE Determination Regarding PSNH's Generation ORDER OF NOTICE

On August 1, 2014, Governor signed into law HB 1101 relative to the divestiture of sets and relative to the turbines." The new law 369-B:3-a to require that to "commence and exp

DONNA D. WOODFIN
16 North Spring Street
Concord, New Hampshire 03301
(603) 225-3922 (h)
(603) 491-2619 (c)
ddwoodfin@comcast.net

EMPLOYMENT

Disabilities Rights Center, Inc. (currently Disability Rights Center – New Hampshire) Concord, NH (NH’s Protection and Advocacy System)

Executive Director: Responsibilities included strategic planning and evaluation; fiscal oversight; program development and grant writing; public speaking and public relations; liaison to Board of Directors and advisory committees; staff development/hiring; and overall management and performance of seven Protection and Advocacy programs.
1978 – 2002

Part-time Assistant to the Executive Director for Program Development and Special Projects: Responsibilities included grant writing; Protection and Advocacy (P&A) grant applications and Program Performance Reports (PPR) reports for seven P&A programs; planned giving; and special projects, as assigned by the Executive Director.
2002 – 2007

Director Title I Program - SAU #49 (Pittsfield, Alton and Barnstead, NH): Hired, supervised and evaluated all Title I tutors in three school districts; planned programs with school principals; developed annual funding proposal; evaluated program; and developed a Parent Advisory Council.
1978

NH Head Start Advocacy Director - Belknap/Merrimack Community Action Program Concord, NH: Trained and provided technical assistance on special education rights to six NH Head Start programs representing twenty-seven centers; provided assistance to families with special-needs preschoolers who were entering public schools; developed a *Follow-Through Model* for families and staff; and produced *A Resource Guide: Services for Young Handicapped Children in New Hampshire* for state-wide distribution.
1976 to 1978

Child and Family Services of NH, Manchester, NH: Co-wrote NH's state mental health plan for children, *Comprehensive Mental Health Plan for Children in New Hampshire* for submission to the National Institute for Mental Health.
1976

1974 – 1976: Substitute Teacher: Concord, Pembroke, Bow
1963 – 1975: Stay-at-home parent
1961-1963: Pembroke School District, Pembroke, NH - First grade teacher

CONSULTANT

2011- 2013: Annual Report preparation for New Hampshire Council on Developmental Disabilities

CURRENT COMMUNITY ACTIVITIES

EngAGING NH – Board member/Treasurer
Concord Hospital Cardiac Peer Mentor – Volunteer

PAST PROFESSIONAL/COMMUNITY ACTIVITIES (SELECTED)

Merrimack County Area Committee on Aging – former Leadership Team member
State Committee on Aging (SCOA)
Quality of Life Council – Member/SCOA Representative
Belknap-Merrimack Community Action Board of Directors
Long Term Care Ombudsman Advisory Committee Chairperson
New Hampshire Developmental Disabilities Council
Institute on Disability Advisory Committees
Robert Wood Johnson Self-Determination Grant Advisory Committee
National Association of Protection and Advocacy Systems Board of Directors/Treasurer
NH Coalition for Handicapped Citizens – Founding Member
Concord Regional Association for Retarded Children - President 3 years
Merrimack County United Way - Citizen Review Committee

EDUCATION

Keene Teachers College - B.A. Education 1962
New Hampshire College - M.S. Human Services Administration 1982

REFERENCES

Provided on request