



DEPARTMENT OF ENVIRONMENTAL SERVICES

Thomas S. Burack, Commissioner



October 13, 2014

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

REQUESTED ACTION

It is respectfully requested that the Department of Environmental Services be authorized to enter into an educational tuition agreement and to pay said costs in the amount of \$995.00 as follows:

Vendor Code:	166325
Institution:	HeatSpring LLC 401 E. Stadium Blvd Ann Arbor Michigan 48104
Course Title:	Land Boundary Master Class
Course Dates:	November 3, 2014 – December 19, 2014
Employee Name:	Patrick Bell, Survey Team Technician V
Employee Start Date:	May 24, 1999
Distribution Code:	03-44-44-442010-3847-066-500544
Total Cost of Course:	\$995.00
State Share:	\$995.00
Source of Funds:	100% Other Funds

DES Web site: www.des.nh.gov

P.O. Box 95, 29 Hazen Drive, Concord, New Hampshire 03302-0095

Telephone: (603) 271-3503 • Fax: (603) 271-2982 • TDD Access: Relay NH 1-800-735-2964

EXPLANATION

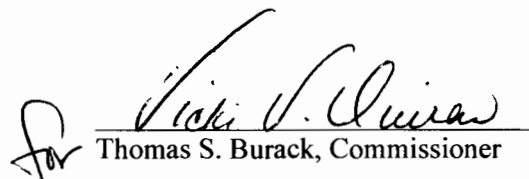
The Department of Environmental Services Dam Bureau owns and manages 150 parcels of land located throughout the state and totaling approximately 9,500 acres in area. In addition, the Department is responsible for designing and implementing all repair and reconstruction projects on all 278 State-owned dams, which are either owned in fee or easement. This course will give Mr. Bell, who is the Department's Chief Surveyor, a fuller understanding of survey evidence and the laws for boundary location for efficient, accurate boundary and easement determination as it relates our properties. This course will give Mr. Bell an overview of liability & limitation on liability as it relates to the Courts and Land surveyor. The Course will also speak to boundary establishment doctrines such as adverse possession and prescriptive rights.

This course is an on-line course, and Mr. Bell will be attending the course outside of normal work hours, and not on State time. Both Mr. Bell and the Department feel strongly that continuing education relating to his employment is necessary and proper to ensure property boundaries are determined accurately, and the correct legal standards are being applied to boundary situations as they arise. Land surveying is a complicated and litigious endeavor and the fact that the major portion of Mr. Bell's work concerns boundary determinations around important littoral and riparian rights and significant State-owned infrastructure requires a high level of professional competency that should be maintained and reinforced.

Mr. Bell is required to sign a contract, which obligates him to work for the State for six months after satisfactory completion of the courses. He must also complete and achieve a passing grade. If he does not comply with the terms of the contract, he will be liable for returning the amount paid. The course he will be taking is directly related to his responsibilities as the Department's Chief Surveyor.

This tuition assistance has been a very successful program of the Department and has resulted in many benefits to the State. The cost is minimal when compared to the cost of salary and benefits. The course being taken directly relates to the individual and their job accountabilities, and we have found that this program is an excellent way to train individuals so they can keep up with the latest developments in their work. We have encouraged Mr. Bell to take these courses as part of our professional development plan.

We respectfully request your approval.


for Vicki S. Quira
Thomas S. Burack, Commissioner

**THE STATE OF NEW HAMPSHIRE
EDUCATIONAL TUITION AGREEMENT**

Agreement dated this 13 day of October 20 14 by and through
the Department of Environmental Services (hereinafter referred to as the "State) and
Patrick Bell hereinafter referred to as the "Recipient").

The State and the Recipient do hereby mutually agree as follows:

1. The State shall pay to the named institution the sum of \$995.00 , which monies shall be used for the purpose of enrolling the Recipient in:

which course(s) is being offered by HeatSpring, LLC and which course(s)
shall commence on Nov. 3 20 14 and terminate on Dec. 19 20 14

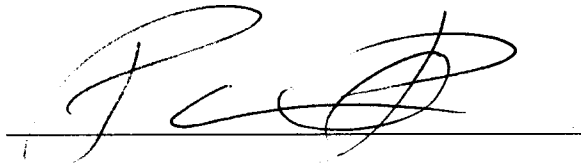
2. The Recipient shall complete and achieve a passing grade in each course named in paragraph 1.
3. Should the Recipient fail to complete and achieve a passing grade in each course named in paragraph 1, the amount which shall be paid to the State shall be calculated on a pro rata basis.
4. Upon the satisfactory completion of the courses named in paragraph 1, the Recipient shall continue in the employ of the State in his/her current position (or in such other position, at equal or greater compensation, to which he/she may be assigned) for a period of six (6) months.
5. The Recipient shall work in any area of the State to which he/she may be assigned, provided that such assignment will not constitute a severe hardship to said Recipient.
6. Should the Recipient breach any of the conditions set forth in paragraphs 4 and 5, the Recipient shall pay to the State a sum equal to all monies previously paid by the State for the Recipient pursuant to the Agreement, provided, however, that the Recipient shall receive a credit for each month in which he/she is employed by the State subsequent to the date upon which the named course(s) are satisfactorily completed, the value of said credit to be calculated on a pro rata basis.
7. The Recipient shall not raise any setoff or counterclaim against the State in any action brought by the State to collect any amount due under this agreement.

- 8. Should any amount be found to be due the State in any action brought against the Recipient pursuant to this Agreement, the State shall, in addition to said amount, be entitled to an award of costs and a reasonable amount in "attorney" fees.

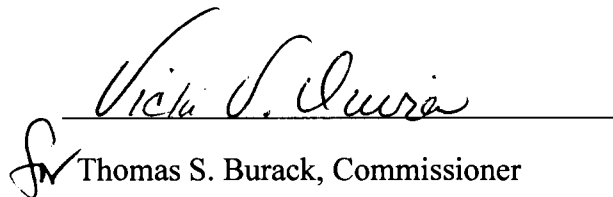
IN WITNESS WHEREOF the representatives of the State, in his/her official capacity only, and without personal liability, and the Recipient, have hereunto set their hands on the date first above written.

RECIPIENT

THE STATE OF NEW HAMPSHIRE



Patrick Bell



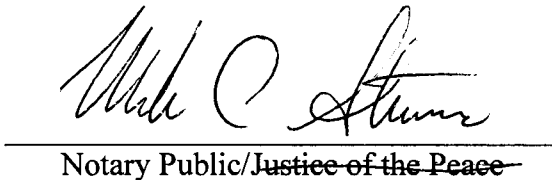
Thomas S. Burack, Commissioner

STATE OF NEW HAMPSHIRE

COUNTY OF MERRIMACK

On this the 13 day of October, 20 14, before me, MARK C. STEVENS the undersigned officer, personally appeared, PATRICK BELL known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes herein contained.

In witness whereof I hereunto set my hand and official seal.



Notary Public/~~Justice of the Peace~~

MARK C. STEVENS, Notary Public
My Commission Expires July 14, 2015