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DEPARTMENT OF ENVIRONMENTAL SERVICES

Thomas S. Burack, Commissioner

December 5, 2012

His Excellency, Governor John H. Lynch
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 $530.00 as follows:

Vendor Code:	226861
Institution:	University of Wyoming Outreach Credit Programs Department 3274 1000 E. University Ave Laramie, WY 82071
Course Title:	CE 3750 Surveying Evidence and Procedures for Boundary Location
Course Dates:	January 14, 2013 – May 6, 2013
Employee Name:	Patrick Bell, Survey Team Technician V
Employee Start Date:	May 24, 1999
Distribution Code:	03-44-44-442010-3800-066-500544
Total Cost of Course:	$530.00
State Share:	$530.00
Source of Funds:	100% General

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 274 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.

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. It should be noted that the course would not be taken on State time. The courses he will be taking are 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.

Vicki A. Quira
for Thomas S. Burack, Commissioner

THE STATE OF NEW HAMPSHIRE
EDUCATIONAL TUITION AGREEMENT

Agreement dated this 19th day of November 20 12 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 530.00 , which monies shall be used for the purpose of enrolling the Recipient in:

CE 3750 Surveying Evidence and Procedures for Boundary Location

which course(s) is being offered by University of Wyoming and which course(s) shall commence on Jan 14, 20 13 and terminate on May 6, 20 13

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

Patrick Bell

THE STATE OF NEW HAMPSHIRE

for Thomas S. Burack, Commissioner

STATE OF NEW HAMPSHIRE

COUNTY OF Merrimack

On this the 29th day of November, 20 12, before me, Donna Jones 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.

DONNA M. JONES
NOTARY PUBLIC, NEW HAMPSHIRE
My Commission Expires February 2, 2016

Notary Public/Justice of the Peace