

Dear Parties:

The attached document came to my attention last week and I thought it warranted being added to the record for Granite Reliable Power Wind Park, Docket No. 2008-04. Thank you.

Regards,

Kathlyn J. Keene
Intervenor

**State of New Hampshire
Board of Licensure for Professional Engineers
Concord, New Hampshire 03301**

In the Matter of:
Stephen M. LaFrance, P.E.
No.: 7145
(Misconduct Allegations)

SETTLEMENT AGREEMENT

In order to avoid the delay and expense of further proceedings and to promote the best interests of the public and the practice of engineering, the New Hampshire Board of Licensure for Professional Engineers ("Board") and Stephen M. LaFrance, P.E. ("Mr. LaFrance" or "Respondent"), an engineer licensed by the Board, do hereby stipulate and agree to resolve certain allegations of professional misconduct now pending before the Board according to the following terms and conditions:

1. Pursuant to RSA 310-A:22; 310-A:22-a; and Engineering Administrative Rule ("Eng") 402, the Board has jurisdiction to investigate and adjudicate allegations of professional misconduct committed by licensed engineers. Pursuant to Eng 402.02, the Board may impose disciplinary sanctions pursuant to a settlement agreement and without commencing a hearing.
2. The Board first granted Respondent a license as an engineer in the State of New Hampshire on May 5, 1988. Respondent holds license number 7145. Respondent practices engineering for Horizons Engineering in Littleton, New Hampshire. He is president of Horizons. Previously, Respondent worked for Provan & Lorber, Inc. of Littleton, New Hampshire. Respondent was also president of Provan & Lorber.

3. On May 5, 2004, the Board received a complaint against Mr. LaFrance from his former employer, the engineering firm of Provan & Lorber. The complaint alleged numerous acts of misconduct in connection with Mr. LaFrance's leaving his former employ and starting his own engineering company.
4. In response to this, the Board conducted an investigation and obtained information from various sources pertaining to Respondent's questionable conduct.
5. The Board's investigation revealed and Respondent freely admits to the following facts:
 - A. Respondent embarked on a course of action to leave his employ with Provan & Lorber and start his own engineering firm, Horizons, prior to ending his employment with Provan & Lorber. That course of action included utilizing work time and resources that belonged to Provan & Lorber.
 - B. While still employed at Provan & Lorber, Respondent spoke with current Provan & Lorber clients about his departure and informed them that his new company would be available to complete their engineering projects. These acts drew business away from Provan & Lorber to Respondent's new company, Horizons.
 - C. After Respondent left Provan & Lorber, he obtained plans and engineering documents that were the work product of Provan & Lorber employees. These plans and documents were used by Respondent's new company without adequately citing the work of Provan & Lorber.

- D. Respondent took copies of contract documents, forms and other written materials that were the work product of Provan & Lorber without permission and without compensating Provan & Lorber.
 - E. Respondent changed a contract he held with Provan & Lorber to materially alter its terms without informing Provan & Lorber.
6. The Board finds that Respondent committed the acts as described above and concludes that, by engaging in such conduct, Respondent violated RSA 310-A:22, II(c), (i) and (l); and, Eng 501.03 (a) (2), (3), (4) and (5).
7. Respondent acknowledges that this conduct constitutes grounds for the Board to impose disciplinary sanctions against Respondent's engineering license in the State of New Hampshire.
8. Respondent consents to the Board imposing the following discipline, pursuant to RSA 310-A:23:
- A. Respondent is **reprimanded**.
 - B. Respondent's license to practice engineering is **suspended** for a period of six months. That license suspension is stayed for a period of one year on the condition that Respondent commit no further violations of RSA 310-A or the Board's rules.
 - C. Respondent is required to meaningfully participate in a 60-hour **course in ethics and professionalism** offered by the Murdough Center for Engineering Professionalism at Texas Technical University. These hours shall be in addition to the hours required by the Board for renewal of licensure and shall

be completed within one (1) year from the effective date of this *Settlement Agreement*. Within fifteen (15) days of completing the hours or of signing this *Settlement Agreement*, whichever happens later, Respondent shall notify the Board and provide written proof of course completion.

- D. Respondent is assessed an **administrative fine** in the amount of \$10,000. Respondent shall pay this fine in full within thirty (30) days of the effective date of this *Settlement Agreement*, as defined further below, by delivering a money order or bank check, made payable to "Treasurer, State of New Hampshire," to the Board's office at 49 Donovan Street, Concord, New Hampshire 03301.
- E. The Board may consider Respondent's compliance with the terms and conditions herein and in any subsequent proceeding before the Board regarding Respondent's license.
- F. Within ten (10) days of the effective date of this *Settlement Agreement*, as defined further below, Respondent shall furnish a copy of the *Settlement Agreement* to any current employer for whom Respondent performs services as an engineer and to any agency or authority which licenses, certifies or credentials engineers, with which Respondent is presently affiliated.
- G. For a continuing period of one (1) year from the effective date of this *Settlement Agreement*, Respondent shall furnish a copy of this *Settlement Agreement* to any employer to which Respondent may apply for work as an engineer and to any agency or authority that licenses, certifies or credentials

engineers, to which Respondent may apply for any professional privileges or recognition.

9. Respondent's breach of any terms or conditions of this *Settlement Agreement* shall constitute unprofessional conduct pursuant to RSA 310-A:22, and a separate and sufficient basis for further disciplinary action by the Board.
10. Except as provided herein, this *Settlement Agreement* shall bar the commencement of further disciplinary action by the Board based upon the misconduct described above. However, the Board may consider this misconduct as evidence of a pattern of conduct in the event that similar misconduct is proven against Respondent in the future. Additionally, the Board may consider the fact that discipline was imposed by this Order as a factor in determining appropriate discipline should any further misconduct be proven against Respondent in the future.
11. This *Settlement Agreement* shall become a permanent part of Respondent's file, which is maintained by the Board as a public document.
12. Respondent voluntarily enters into and signs this *Settlement Agreement* and states that no promises or representations have been made to him other than those terms and conditions expressly stated herein.
13. The Board agrees that in return for Respondent executing this *Settlement Agreement*, the Board will not proceed with the formal adjudicatory process based upon the facts described herein.
14. Respondent understands that his action in entering into this *Settlement Agreement* is a final act and not subject to reconsideration or judicial review or appeal.

15. Respondent has had the opportunity to seek and obtain the advice of an attorney of his choosing in connection with his decision to enter into this *Settlement Agreement*.
16. Respondent understands that the Board must review and accept the terms of this *Settlement Agreement*. If the Board rejects any portion, the entire *Settlement Agreement* shall be null and void. Respondent specifically waives any claims that any disclosures made to the Board during its review of this *Settlement Agreement* has prejudiced his right to a fair and impartial hearing in the future if this *Settlement Agreement* is not accepted by the Board.
17. Respondent is not under the influence of any drugs or alcohol at the time he signs this *Settlement Agreement*.
18. Respondent certifies that he has read this document titled *Settlement Agreement*. Respondent understands that he has the right to a formal adjudicatory hearing concerning this matter and that at said hearing he would possess the right to confront and cross-examine witnesses, to call witnesses, to present evidence, to testify on his own behalf, to contest the allegations, to present oral argument, and to appeal to the courts. Further, Respondent fully understands the nature, quality and dimensions of these rights. Respondent understands that by signing this *Settlement Agreement*, he waives these rights as they pertain to the misconduct described herein.
19. This *Settlement Agreement* shall take effect as an Order of the Board on the date it is signed by an authorized representative of the Board.

FOR RESPONDENT

Date: 3/31/05

Stephen M. LaFrance
Stephen M. LaFrance, P.E.
Respondent

FOR THE BOARD/*

This proceeding is hereby terminated in accordance with the binding terms and conditions set forth above.

Date: 4/22/05

Louise Laverty
(Signature)

Louise Laverty, Executive Director
(Print or Type Name)
Authorized Representative of the
New Hampshire Board of Licensure for
Professional Engineers

/*Mark W. Morin, P.E., Board member, recused.