

Submitted by DUC

12D-1

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## City of Dover, New Hampshire

OFFICE OF THE CITY ATTORNEY

July 23, 2007

Peter and Melissa LeBlanc  
6 East Watson Street  
Dover, New Hampshire 03820-4228

Re: 189 Central Avenue, Dover, New Hampshire  
Date of Loss: 2-11-07

Dear Mr. and Mrs. LeBlanc:

My office has received an inquiry from the Dover Utilities Commission regarding a water damage claim you submitted for \$14,224.00 regarding a break in your water line on February 11, 2007. I understand you appeared before the Dover Utilities Commission seeking the sum of \$14,224.00, or a portion thereof.

Please accept our sympathies for the losses you have experienced and the frustrations you have had regarding the water line break.

It is my understanding you experienced a water break resulting in \$50,617.26 in damages. Your claim was submitted to the insurance carrier for the City of Dover. It has been my experience that our insurance company conducts a thorough investigation of the causes of water line breaks prior to making a determination on fault. The City's insurance company recently notified you the City of Dover was not at fault regarding the break in the water line. Nevertheless, the City's insurance carrier paid you \$3,500.00 on a "no-fault" basis. The insurance policy purchased by the City provides for the payment of up to \$3,500.00 even if the City is not at fault. The City purchases this coverage to assist citizens who experience damages when water line breaks occur. In addition, the City purchases insurance coverage for situations where the City is at fault.

Fortunately, you purchased insurance coverage on your own property. It is our understanding you submitted a claim for \$50,617.26 to your insurance company, Vermont Mutual Insurance Company. Vermont Mutual paid you the sum of \$35,393.42

on our policy, but denied payment for upgrades to your property and also denied coverage because you had not purchased the available riders on your insurance policy to allow payment to you for the types of damage claims you are asserting.

Apparently, Vermont Mutual declined payment on the following list of items. You are seeking payment from the City of Dover for these same items:

Electrical upgrade to improve your service over an above your pre-existing service before the water line break	\$1,000.00
Water service from the main to your building	\$1,500.00
Bulkhead upgrade to improve your bulkhead over and above the condition of your bulkhead before the water break	\$2,080.00
Laundry	\$ 600.00
Missed work	\$ 727.50
New chimney linings (2)	\$3,500.00
Brick sidewalk	\$2,584.00
Building equipment	\$ 560.37
Contractor services	\$ 679.83
PSNH	\$ 460.00
Rent loss	\$ 600.00
Tenant relocation	\$ 857.00
Total:	\$15,148.70

I have spoken with the Chair of the Dover Utilities Commission (DUC) regarding your request and the presentation you made to the commission. Normally, the DUC does not hear such requests since the jurisdiction of the DUC is confined to requests for abatements of water and sewer bills. Your request is not a request for abatement.

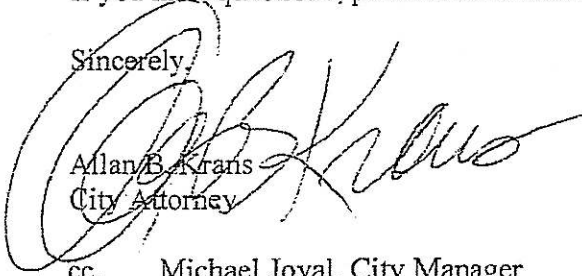
I have reviewed all the facts available to me. Based upon the determination of the City's insurance company, it does not appear the City of Dover was at fault for the water line

break. In addition, the City has provided a payment of \$3,500 to you on a "no-fault" basis. You have received payment from your insurance company based upon the insurance coverage you purchased. The City declines to make further payment to you.

If you have questions, please feel free to contact me at 742-6520.

Sincerely,

Allan B. Krans  
City Attorney

A large, stylized handwritten signature in black ink, appearing to read 'Allan B. Krans', is written over the typed name and title.

cc. Michael Joyal, City Manager  
Gary Green, DUC Chair  
Doug Steele, Director of Community Services

Rick: Right, and as I understand it you were going to send it to the legal division to have it checked and then it was going to go before the Council.

Green: July 18th... you're right... July 18th it was sent, the modified letter... modified letter was dated July 18th and was addressed to the Dover City Council. (long pause) Alan?

Krans: I'll have to go back and check my, ah, my notes but I think that Mr. & Mrs. LeBlanc contacted me directly.

Green: Initially, or after this letter?

Krans: Initially.

Green: Ok.

Krans: It would be my... it would not... it would not be my practice... if I get a... referred from the DUC to go directly to the citizen.

Green: Well we never did that.

Krans: ... and not come back to the DUC. Um, this happens occasionally when people call me for direction and they say we want such and such, and we want this or we want that or whatever the situation.... um, I think this is that situation. I would be shocked if... that a question... if you had contacted me and I ended up writing a letter to a citizen.

Rick: Right, that's my point.

Green: At no time did I ever have an understanding that this commission wanted to communicate directly with the citizen and to your point, the letter did go to the city council but it went to Attorney Krans.

Rick: Right, that's my point.

Green: So, you still have the floor.

Rick: Well, Quite frankly Alan I'm very appalled that you took this letter and you did what you did with it... and then you sent them a letter, the one you sent them... denying what we had already agreed upon.

Krans: That's because I was dealing with them... they were dealing with me directly on that... (unintelligible)

Rick: That may be the case, however I did speak with Mrs. LeBlanc and she didn't mention anything about that... so, I'm still at the point that I'm very appalled that you did that without notifying us first. That's wrong, you had no authority to do that as far as I'm concerned... anything... even if she did call you, you should have come to us first.

Krans: Um, not when someone contacts me directly... (unintelligible)... let me go back and... review my notes... (unintelligible)... I don't think it's the way you think it is.

Rick: I hope not.

Green: I believe the City Manager was involved ... and also got a copy of it.