

REVALUATION/UPDATE AGREEMENT

SUBJECT: Update of all taxable, tax exempt and non-taxable property for tax assessment purposes, in accordance with the standards set forth in the laws of the State of New Hampshire and Administrative Rules adopted by the Department of Revenue Administration (DRA) and the Assessing Standards Board (ASB), in effect at the time of execution.

Tilton, NH, a municipal corporation organized and existing under the laws of the State of New Hampshire, hereinafter called the Municipality; and Avitar Associates of NE, Inc, a business organization existing under the laws of the State of New Hampshire and having a principal place of business at 150 Suncook Valley Highway, Chichester, NH 03258 hereinafter called the Company, hereby mutually agree as follows:

SELECTIONS

GENERAL PROVISIONS

SEP 20 2012

CHICHESTER

1. IDENTIFICATION

- 1.1 Name of Municipality: Town of Tilton
- 1.2 Address of Municipality: 257 Main Street
Tilton, NH 03276
- 1.3 Contracting Officer for the Municipality: Board of Selectmen
- 1.4 Telephone: (603) 286-4521
- 1.5 Name of Company: Avitar Associates of N.E., Inc.
- 1.6 Address of Company: 150 Suncook Valley Highway
Chichester, NH 03258
- 1.7 Telephone: (603) 798-4419
- 1.8 Name and Title of Company Signer: Loren J. Martin, President of Assessing Operations
or Gary J. Roberge, CEO

2. GENERAL SERVICES TO BE PERFORMED BY THE COMPANY

- 2.1 **Appraise all property.**
 - 2.1.1 To appraise all taxable property within the municipality in a good and workmanlike manner according to New Hampshire Revised Statutes 75:1.
 - 2.1.2 To appraise all tax exempt and non-taxable property within the taxing jurisdiction of the Municipality in the same manner as taxable property.
 - 2.1.3 The Company will verify all sales used as benchmarks for the update process.

2.2 Completion of Work:

2.2.1 The company shall complete all work and deliver the same in final form to the Selectmen/Assessors on or before 10/1/2014 with assessments as of 4/1/2014.

2.2.2 A penalty of \$35.00 per day shall be paid by the Company for each day required for completion beyond the above stated completion date for delays caused by the Company.

2.2.3 The re-assessment shall be considered complete and in its final form only when informal reviews have been complete, value changes made as required and the figures are submitted to and accepted by the Selectmen/Assessors. The Company shall provide the municipality with a full set of property record cards, the USPAP Standard 6 Compliant Manual and the CAMA Manual, if applicable.

2.3 Personnel.

2.3.1 The Company shall employ experienced and competent assessors who have been certified by the N.H. Department of Revenue Administration in accordance with the NH Code of Administrative Rules, ASB 303 for the work they will be performing.

2.3.2 The Company shall not compensate, in any way, a Municipal officer or employee or any member of the family of such officer or employee in the performance of any work under this contract.

2.3.3 Upon approval of the contract and before the update begins, the Company shall forward to the N.H. Department of Revenue Administration a list of the approved employees assigned to the update project.

2.3.4 The Company will ensure the DRA Certified Assessor Supervisor will be on the job site 50% of the time.

2.3.5 The Company will ensure that there will be no assigning of any part of the contract to anyone other than the Company without express written permission by the Town.

2.4 Public Relations.

The Company and the Municipality, during the progress of the work, shall use its best efforts and that of its employees to promote full cooperation and amiable relations with the taxpayers. All publicity and news releases will be cleared with the Selectmen/Assessors. The Company, upon request of the Municipality, will make available speakers to acquaint property owners with the nature and purpose of the update at a public forum scheduled by the Municipality, but not more than 4 during the course of the project.

2.5 Confidentiality.

2.5.1 The Company agrees to not disclose to anyone except the Selectmen/Assessors and the Commissioner of the N.H. Department of Revenue Administration or his/her designee, any preliminary values or new values discovered, for any purpose, or to permit anyone to use or peruse any of the data on file in connection with the update.

2.5.2 The Company agrees to furnish the New Hampshire Department of Revenue Administration staff member assigned to monitor the update reasonable requests for information made in writing.

2.6 Compensation and Terms.

The Municipality in consideration of the services hereunder to be performed by the Company agrees to pay to the Company the sum of \$68,500 dollars, in manner and form as follows:

2.6.1 Payment shall be made in monthly installments as the work progresses based on 90% of the estimated proportion of the work completed in the preceding month with the 10% balance being held and accumulated until final satisfactory completion of the update as defined in 2.2.3.

2.6.2 Payment shall be based on monthly progress reports submitted by the Company and accepted by the Municipality.

3. DETAIL SERVICES TO BE PERFORMED BY THE COMPANY

3.1 Development of Unit Costs:

3.1.1 The Company shall use Marshall & Swift Cost Manual as a basis to develop the costs of residential, commercial and industrial construction in the area and modify those costs by local sales, material costs and prevailing wage rates in the building trades. These shall include architects and engineer's fees, and contractor's overhead and profits. Before using such unit costs, the Company shall make tests using costs against actual sales of buildings whose actual current costs are known, in order to insure accuracy.

3.1.2 Residential Property Appraisal Schedules. The Company shall use unit cost as the basis of appraisal of residential properties. Schedules shall consist of unit base prices upon definite specifications for houses of various types and quality of construction and reflect the building customs and practices in the community. The schedules shall include adjustment for story height, square foot size and extra features, such as barns, garages, pools, fireplaces, etc.

3.2 Manual of Appraisal:

3.2.1 Final Appraisal Report. This report shall follow closely the 2012-13 edition of Uniform Standards of Appraisal Practice (USPAP) Standard 6. The report shall contain the following sections:

1. A Letter of Transmittal.
2. A Certification Statement.
3. A section including the contracted Scope of Work.
4. A section detailing sales, income, and cost approaches to value including all valuation premises.
5. A section including all tables pertinent to the valuation process along with any schedules for the valuation of residential, commercial, industrial, manufactured housing and exempt properties.
6. A section including statistical analysis and testing.

The Company shall instruct the Selectmen/Assessors in the use of the manual so that the Selectmen/Assessors will have an understanding of the appraisal process being utilized. Upon completion of the full revaluation, the Company shall deliver one electronic copy of the manual to the Selectmen/Assessors and one electronic copy to the DRA.

3.3 Property Record Cards:

3.3.1 The Company shall prepare property record cards 8-1/2 x 11 inches for each separate parcel of property in the municipality.

3.3.2 The cards shall be arranged based on the Town's CAMA system design, as to show the owner's name, street number, or other designation of the property and the mailing address of the owner, together with the necessary information for determining land value and classification and space for indicating the land value and value of the buildings on the land.

3.3.3 The card shall be so arranged as to show descriptive information of the buildings, pricing detail, depreciation allowed for physical, functional and economic factors and an outline sketch of all principal buildings in the parcel. The property record cards shall be provided in map, lot and subplot sequence.

3.3.4 Any coding used by the Company on the property record card will be clearly explained elsewhere on the card or in the appraisal manual.

3.3.5 The initial's of the Company's employee who measured and/or listed the property shall be noted on each property record card.

3.4 Sales Survey.

- 3.4.1** A DRA Certified Property Assessor Assistant under the guidance of a DRA Certified Property Assessor or Supervisor may validate sales data. A DRA Certified Property Assessor Supervisor shall prepare the company's sales survey.
- 3.4.2** In order to ensure that appraisals will reflect full and true value, the Municipality shall provide to the Company a copy of all property transfers for a period not to exceed two (2) years immediately preceding the effective date of the update.
- 3.4.3** A sales analysis shall be conducted using accepted appraisal methods in order to determine land, building and total property values. Such accepted methodology shall include the consideration of all sales given by the municipality to the Company and their inclusion in the sales survey book with appropriate notations for those sales not used in the correlation of values.
- 3.4.4** All qualified property sales shall be included in the manual by photocopy or printout of the property assessment record card and a photograph of the principal buildings shall be attached thereto. A list of all unqualified sales will also be provided.
- 3.4.5** The sales price and terms of the sale shall be verified by the Company and a notation as to qualified or unqualified transaction with unqualified sales noted as to reason made on the property assessment record card along with the sale price, date of the sale, and date of inspection.
- 3.4.6** Land values shall be determined from land only sales whenever possible, however, in the absence of an adequate number of land sales, the appraiser may use the land residual technique to assist him in the determination of land values. The analysis shall show the sale price, adjustments made and final value as of the effective date of the update.
- 3.4.7** The indicated land values shall be shown as, but not limited to, front foot, square foot, front acre or rear acre units or other appropriate units of comparison.
- 3.4.8** The completed sales survey showing the sales used and the analysis to indicate property values, including front foot, square foot or front acre, rear acre unit values, or other appropriate units of comparison shall be delivered to the Selectmen/Assessors for approval and shall become the property of the Municipality at the completion of the update.

3.5 Informal Reviews.

- 3.5.1 The Company shall mail, first class, to all property owners a notice of the newly estimated value of the property. Such notice shall also contain instructions for online access for 30 days for their ease in review and comparing assessments. The notice shall also contain the date, time and location of the informal review process including instructions on obtaining an informal review, the time frame in which the reviews will be scheduled and instructions relating to the appeal of the informal review process.
- 3.5.2 The informal review process shall include a 4 day window for property owners to call and schedule an appointment which will occur at a later date. The informal review process may be monitored by the Selectmen/Assessor or his/her designee. The Company shall ensure that an informal review of the newly estimated property values is provided to all property owners who request such review during the timeframe allowed for setting up appointments.
- 3.5.3 The Company shall notify all property owners addressed during the informal reviews of the disposition of their review stating whether or not a change in value has resulted and the amount thereof.

3.6 Appeal; Procedure Notification.

If any property owner believes their assessment is unfair and wishes to appeal for abatement, they **SHALL FIRST APPEAL TO THE LOCAL ASSESSING OFFICIALS** in writing, by March 1, in accordance with RSA 76:16. Forms for this purpose may be obtained from the local Assessing Officials. The **MUNICIPALITY** has until July 1 following notice of tax to grant or deny the abatement. If the property owner is dissatisfied with the decision of the local assessing authority, or the taxpayer does not receive a decision, the taxpayer may exercise **ONE** of the following options:

OPTION NUMBER 1

The taxpayer may **APPEAL TO THE BOARD OF TAX AND LAND APPEALS, 107 PLEASANT STREET, CONCORD, NEW HAMPSHIRE 03301**, in writing, after receiving the **MUNICIPALITY'S** decision or after July 1 and no later than September 1 after the date of the notice of tax, with a payment of an application fee as set by the Board (RSA76:16a)

OPTION NUMBER 2

The taxpayer may **APPEAL BY PETITION TO THE SUPERIOR COURT IN THE COUNTY IN WHICH THE PROPERTY IS LOCATED** on or before September 1 following the date of notice of tax. (RSA 76:17)

NOTE: An appeal to the State Board of Tax and Land Appeals shall be deemed a waiver of any right to petition the Superior Court (RSA 71-B:11)

INTEREST AT 12% PER ANNUM WILL BE CHARGED ON ALL PROPERTY TAXES NOT PAID BY THE DUE DATE AS SPECIFIED ON THE TAX BILL AND THE FILING OF A REQUEST FOR REVIEW OF THE ASSESSMENT WILL NOT WAIVE THIS PENALTY. (RSA 76:13)

4. CONDUCT OF VALUATION OF RESIDENTIAL AND COMMERCIAL/INDUSTRIAL PROPERTY

4.1 Inspection

The exterior and interior of each house or commercial/industrial building and appurtenant buildings to both, shall be carefully measured and the interior inspected where allowed.

4.2 Entrance

The Company shall guarantee 100% interior inspection of all property in the Municipality except for vacancies, refusals, unsafe structure, inhabitants that appear dangerous or threatening and those properties where the Company is unable to make reasonable arrangements for interior inspection, via the mailing of listing request letters for appointments to be made.

When entrance to a building is refused or the occupants are not present, the Company shall make a note, together with the date, on the property record card. If the inspection of the property is unsuccessful, the Company shall send a letter to the property owner requesting the property owner arrange an appointment for an interior inspection.

4.2.1 In all cases of entry, the property owner or occupant must be at least 18 years of age.

4.3 Measurement

The Company shall show on the property record card a diagram of the principal building and its dimensions, with the street side or waterfront toward the bottom of the diagram or otherwise noted.

4.4 Construction

The quality of construction and approximate age shall be noted and the specific details of the following features, as applicable, such as foundation, basement area, roofing, flooring, exterior cover, interior finish, fireplaces, heating and air conditioning systems, solar collectors, plumbing and plumbing fixtures, tiling, the number of bed and bathrooms, sprinkler systems, elevators and any other data which would influence value.

4.5 Commercial and industrial property, whether rented or not, may have its earnings or estimated earnings capitalized to be used as a check against physical value.

5. HOW THE COMPANY VALUES PROPERTY

- 5.1** Replacement cost shall be computed using the schedules described in section 3.2. These values shall then be depreciated according to age, condition, utility and desirability and the appropriate amount of physical, functional and economic depreciation shall be shown on each property record card, or shown as a composite adjustment based on condition, utility and desirability.
- 5.2** If the residential property contains 4 or more separate apartments or residential areas and if the rental charges are at market level, the earnings may be examined to establish a basis of rent capitalization to be used as a comparison to other property indications of value.
- 5.3** Before the final values are estimated, a DRA Certified Property Assessor Supervisor shall compare the preliminary values with the sales utilized in the sales survey to ensure all values reflect the market as of April 1 of the year of the revaluation.
- 5.4** When computations of the data obtained from the inspection have been completed a final review shall be made by a DRA Certified Property Assessor Supervisor parcel by parcel, block by block, to identify and correct any mechanical errors, unusual features or anything influencing the final value and to ensure all properties are valued at their highest and best use.

6. CONDUCT OF VALUATION OF PUBLIC UTILITY PROPERTY

- 6.1** Public Utility property shall be appraised by the Company using the Handi Whitman replacement cost manual and depreciated for age and economic factors by the Company as commercial property so far as applicable.

7. ABATEMENT & TAX APPEALS

The Company agrees to furnish the services of a qualified representative to support the values established for the revaluation tax year upon local abatements without cost. Appeals to the N.H. Board of Tax and Land Appeals or Superior Court, in all cases where the appeals have been entered within the time prescribed by law will be at the per diem rate of \$85/hour. "Any legal fees incurred are the sole responsibility of the town." In the case of an appeal upon Public Utility property that has been appraised by the Company, the services of an expert may be required and the charge shall be \$1,500 per proposal per day plus expenses. The Company shall continue to be responsible for providing a qualified representative to support the established value even if the Selectmen/Assessors have reduced the value as part of the proceedings defined in RSA 76:16. However, if the Selectmen/Assessors increase any value established by the Company, they forfeit their right to Company representation.

8. SERVICES TO BE PERFORMED BY THE MUNICIPALITY/CITY

8.1 The Municipality shall notify the Company, in writing, what property is exempt from taxation or for any reason dangerous or unsafe, so special arrangements can be made.

8.2 Office Space and Equipment.

The Municipality shall provide suitable office space with desks, tables, telephone access and chairs for the use of the agents and employees of the Company in performing their necessary work. The Company shall furnish any needed typewriters, adding machines, calculators and other such equipment. The municipality shall provide a private phone line for the scheduling of interior inspections, as well as the informal review appointments.

8.3 Records and Maps.

The Municipality shall furnish to the Company information pertaining to ownership of all property in the Municipality, including two sets of up-to-date tax maps, zoning maps, charts, plans and sales information which may be requested by the Company in performing its work under this contract. Maps must show lot size and road frontages. If lot size and road frontage is not on the maps, it must be provided by the town with the maps.

8.4 Sales Information.

The Municipality shall keep the Company informed of all sales of property taking place during the progress of the update of which it has knowledge, shall make corrections on municipal maps as of April 1 of the update year where lots have been subdivided, merged or apportioned , and notify the company of all ownership, name and address changes.

9. INDEMNIFICATION AND INSURANCE

9.1 The Company agrees to indemnify the Municipality against claims for bodily injury, death and property damage which arises through the company's actions in the course of the Company's performance of the agreement.

9.2 The Company shall not be responsible for consequential or compensatory damages arising from the late performance or non-performance of the agreement caused by circumstances which are beyond the Company's reasonable control.

9.3 The Company shall maintain Public Liability Insurance, Automobile Liability Insurance and Workmen's Compensation Insurance.

9.3.1 The Public Liability Insurance shall be in the form of commercial general liability with the inclusion of contractual liability coverage and shall provide limits of \$1,000,000 each occurrence for bodily injury liability, and \$1,000,000 each occurrence for property damage liability.

9.3.2 The Automobile Liability Insurance shall be in the form of comprehensive automobile liability and shall provide limits of \$1,000,000 each occurrence for bodily injury liability. A copy of the insurance certificate shall be forwarded to the Department of Revenue Administration before starting any work.

9.4 The Company shall maintain certificates of insurance on record with the Department of Revenue before starting the revaluation confirming the required insurance coverage and providing that the State shall receive ten (10) days written notice of the cancellation or material change in the required insurance coverage.

10. PERFORMANCE BOND

The Company, before starting any update work shall deliver to the Municipality an executed bond or irrevocable letter of credit in the principal sum of the amount to be paid by the Municipality to the Company, if required, as provided in sub-paragraph 2.6, as security for the faithful and satisfactory performance of this contract and shall not expire before final values are submitted to and accepted by the assessing officials. A copy of the bond or irrevocable letter of credit shall be forwarded to the Department of Revenue Administration before starting any work.

11. PROJECT SIZE

It is agreed between the parties that the entire project consists of an estimate of 2,226 tracts as defined by RSA 75:9, and that in the event that the number should exceed 100% of said estimate, the company shall be entitled to additional remuneration based on \$35 per parcel/tract.

12. **ADDENDUMS AND APPENDIXES**
No measure and list, except sales properties.

SELECTMENTS
OFFICE

Agreement Execution

*Bond Required by Town Please Check One & Initial: Yes No
Additional Cost of \$2,075
New Total, If Bond Required \$70,575

In the presence of:

Municipality of: Tilton, N.H.

Joyce May Indurcin
Witness

By: Patricia C. Giambrone
Shirley Plessner
Joseph J. Jernigan
[Signature]
Board of Selectmen
Richard W. Wauson
Date: October 3, 2013

In the presence of:

Company: Avitar Associates of N.E., Inc.

Sherry J. Chan
Witness

By: Loren J. Martin
Loren J. Martin, President of Assessing Operations
or Gary J. Roberge, CEO

Date: 1-10-14

AVITAR PERSONNEL

<u>ID</u>	<u>EMPLOYEE</u>	<u>AVITAR POSITION</u>	<u>NH DRA CERTIFICATION</u>
GR	Gary J Roberge	CEO, Sr Assessor	Certified Property Assessor Supervisor
LM	Loren J Martin	President, Sr Assessor	Certified Property Assessor Supervisor
DW	David Woodward	Assessor/Supervisor	Certified Property Assessor Supervisor
CJ	Connie Jackson	Assessor/Supervisor	Certified Property Assessor Supervisor
MS	Mark Stetson	Assessor/Supervisor	Certified Property Assessor Supervisor
CR	Chad Roberge	Assessor Assistant	Certified Property Assessor Assistant
KC	Kerry Connor	Assessor Assistant	Certified Property Assessor Assistant
JB	Jonathan Babon	Assessor Assistant	Certified Property Assessor Assistant
DM	Dan Martin	Assessor Assistant	Certified Property Assessor Assistant
ER	Evan Roberge	Assessor Assistant	Certified Property Assessor Assistant
AD	Adam Denoncour	Building Data Collector	Certified Building Measurer & Lister

SELECTMENS
JAN 14 2014
OFFICE