



Avitar Associates of New England, Inc.

Municipal Services Company

**ALLENSTOWN, NH
4 YEAR
ASSESSOR'S AGREEMENT
1/1/2015 THROUGH 12/31/2018
DRA CERTIFICATION 2016**

This agreement is made by Avitar Associates of N.E. Inc., located at 150 Suncook Valley Highway, Chichester NH, 03258, herein called "The Company", for the Town of Allenstown, NH, herein called "The Town".

Avitar shall act as the assessing agent for the Board of Selectmen/Assessors and shall be the responsible assessing agent under this agreement for the Board of Selectmen/Assessors of the Town of Allenstown, NH.

ASSESSING AGREEMENT

I. CONTRACT ASSESSING – Will appear on monthly invoice as Contract Assessing (CA), to be billed in equal monthly installments of \$1,562.50 for the term of the contract.

A) Office Hours: This time is set aside to meet with taxpayers and/or other department heads in matters associated with assessment procedures, valuations, etc., as well as field work, as needed and the duties described below.

B) Duties: Shall include routine assessment tasks which are normally part of the assessor's duties. Such as the administration of Timber Yield Taxes, Excavation Yield Taxes, applications for current use, and/or other exemptions such as blind, elderly, veterans, etc.

a) Map Changes: The assessor shall reassess and generate new values for any new parcels created from subdivisions and/or developments which have occurred prior to April 1st of the tax year.

b) Pick-ups: Normal routine assessment updates resulting from changes whether it be from new construction, such as in additions or renovations; or conversely if a diminution of value should occur from fire damage or some other possible unforeseen circumstances.

c) Meetings: The assessor shall be available for any normal meeting not to exceed once a month (on average), with the Board of Selectmen/Assessors for any assessment or budget matter. Scheduled on one of the assessing days for which the Assessor is in Town.

d) Abatements: The assessor shall consider all abatement requests properly filed by any taxpayer and after review and research, shall make a recommendation to the Board of Selectmen/Assessors in writing.

C) Appeals: The assessor shall represent the Town and its best interest in all abatements or appeals.

D) Miscellaneous: Miscellaneous duties and/or special assignments involving valuations shall be considered by the assessor, if reasonable and time is available and cost is not economically prohibitive for the assessor.

- E) Sales Ratio:** Assessor will review and verify sales as required by DRA and provide a ratio report for the Board of Selectmen/Assessors by December with plans for next year to resolve any disproportionate assessments, if needed.
- F) DRA Monitoring:** Meet and work with State Monitors to ensure the Town is meeting all certification requirements of DRA and to maintain a good working relationship.
- G) Auto Expense:** No additional mileage or auto expense billing. All included herein.
- H) Data Processing:** Data entry of all assessment related changes as a result of either the new construction or data verification process.
- I) Utility Work:** Any needed updates to utility properties for new construction or defense of values of utility properties before the BTLA or Superior Court to be billed additionally at a rate of \$125 per hour, with the exception of the update year (2018) as utility values and defense are already included in that provision.

II. *YEARLY DATA VERIFICATION – To be billed as Data Verification (DV) on monthly invoice in equal monthly installments of \$1,136.33 for the period 1/1/15 thru 12/31/17.*

The assessor shall begin the verification of existing assessments data in order to ensure reliability and equity between taxpayers and ensure that physical data is accurate. This process involves the measuring and listing (interior inspection) for each parcel, both taxable and non-taxable. A portion of the Town will be done yearly to maintain accurate information on an ongoing basis.

Any interior inspections not completed during the initial field visit, no matter the reason, shall be followed up with a company form letter, first class mail to those taxpayers informing them of the importance of such an interior inspection and the procedure to make an appointment for one. There is no additional charge for this mailing. A door hanger will be left notifying the taxpayer of our visit to the property and instructing them they will receive a letter at a later date to arrange for inspection.

Any and all corrections shall be made to the existing assessment record and said procedure shall be considered a part of the yearly maintenance (pick-ups) process.

487 Parcels (average) to be visited annually (2015 through 2017) in block formation. Data verification cycle started in 2014.

III. MISCELLANEOUS INFORMATION

- A)** MS-1 Report. The Company shall assist and ensure that the MS-1 report is accurate and completed in a timely manner.
- B)** Notices to the public, not specifically addressed herein will be generated and mailed at the Town's expense.
- C)** Town Assessing Coordinator shall be kept informed of all work, schedules and completion dates.
- D)** After hour Selectmen/Assessor meetings shall be scheduled as early as possible and first on the agenda. All assessing meetings will count as part of the General Assessing Contract and meetings after 7 p.m. will count as 1.5 hours for each hour expended.
- E)** The relationship between the contractor and the municipality shall be that of an independent contractor. As such, the contractor shall hold the municipality, its agents, servants and employees harmless, at the contractor's sole expense, to any liability or legal proceeding occurring as a result of the contractor's action(s) or omissions, including injury, death, property damage or any associated expense(s), including costs of defense and reasonable attorney's fees. It is understood that legal proceedings resulting from appeals of property valuations or constitutional interpretations concerning property valuations are not subject to this clause.

TOWN RESPONSIBILITIES

The Town shall be responsible to provide an office space with desks, tables, chairs, telephone and access to a computer with links to the CAMA system. Access to a copy machine for copying work related documents and keys to the workspace at no cost to the contractor. An assessing clerk, employee of the town/city shall be assigned to aid the assessor with their duties. The clerk's responsibility will include:

- A)** To respond to any taxpayer's request for applications for exemptions, current use or abatements.
- B)** To help property owners interpret assessment facts as contained on individual cards, if unsure, they should forward to or advise the assessor of all said requests or schedule an appointment for the assessor's next visit.
- C)** To aid the assessor by acting as the secretary, duties may include typing, record keeping, appointment scheduling, and any other duty typically associated to a proper and efficient administration of assessment tasks, etc.
- D)** The cost of mailings and/or any notices or publications shall be the responsibility of the Town, except in the case of a Full Update, where the company shall pay cost to mail the notice of new values or unless otherwise noted in the contract.

COMPANY RESPONSIBILITIES

- A)** The Company will provide the Department of Revenue with a copy of certificate of insurance no more than thirty (30) days after the signing of the contract. The municipality will be notified within fifteen (15) days in the event of loss or change in coverage or conditions or amounts of coverage. A financially secure insurer, duly licensed to do business in the State of New Hampshire, shall issue each policy of insurance.
- B)** The Company agrees to provide all services, support, personnel, labor, personal materials and equipment to perform the services as indicated in the contract, in an accurate and professional manner.
- C)** The Company will not assign any part of this agreement without expressed written permission by the municipality.

COMPENSATION

The Company shall be compensated as an independent contractor under this agreement. As such, the company shall be responsible for providing FICA, Workmen's Compensation, Unemployment Compensation and Liability to all company employees assigned to work in the Town.

Monthly statements detailing services rendered during the month will be provided by the Company and paid by the municipality within 20 days, unless a written question or concern of the statement is provided to the Company describing any problem, at which time payment may be held until an answer is given or problem/concern is corrected.

VALUATION UPDATE

2018 Valuation Update (value anew) of all properties in town to ensure compliance with the **2018** DRA Certification.

The update includes the following:

- Sales Verification
- Sales Analysis
- Development of New Cost Tables (Land & Buildings)
- Testing of New Cost Tables
- Recalculation of All Values
- Parcel by Parcel Field Review
- Notice of New Values
- Preliminary values posted on our website (for 30 days) (posting begins when notice of new values are mailed)
- Informal Hearings
- Review After Hearings
- All Data Processing
- Final Sales Analysis & New Values
- Printing of Final Cards
- Utility Valuations
- **A USPAP/ASB Compliant Manual**
- Written Responses to Board of Selectmen on all abatement requests for Tax year 2018

There is no obligation by the Town to do an update under this agreement.

An update agreement detailing the specifics noted above must be signed under separate agreement as required by RSA 21-J:11.

To be billed in update year 2018 in equal monthly installments of \$4,365.00 and will be noted on invoice as Update Contract (UC).

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
MS	Mark Stetson	Assessor/Supervisor	Certified Property Assessor Supervisor
CR	Chad Roberge	Assessor	Certified Property Assessor
KC	Kerry Connor	Assessor Assistant	Certified Property Assessor Assistant
JR	Jonathan Rice	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