CONTRACT FOR REVALUATION SERVICES TOWN OF BRIDGTON, ME

This Contract is made by and between the Town of Bridgton, Maine, a municipal corporation in Cumberland County, State of Maine, hereinafter called the Town, and John E. O'Donnell & Associates, Inc., hereinafter called the Company, for the provision of revaluation services according to the terms stated below. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Payment; Company as Independent Contractor. The Town agrees to pay the Company, as an independent contractor and not as an employee, for the revaluation services described in paragraph 3, as follows:

A total sum of $250,000 for revaluation services rendered between December 10, 2024 and July 31, 2025. The Company will invoice for work as outlined in the Bridgton 2025 revaluation work plan and schedule, attached hereto and made part hereof as **Schedule A**.

2. Purpose of the Revaluation Services.

The revaluation will provide new land and building valuation schedules and assessed values for all taxable properties within the Town based on market data from the last two to four years (the "Project"). The Town's average assessment ratio for improved properties will be between 93% and 100%. The company shall submit summary sales ratio studies to ascertain the effectiveness of the Project. The summary sales ratio studies shall be computed in the manner suggested by Maine Revenue Services. The Town's Board of Assessors will have final authority on the valuation schedules and resulting assessment ratio.

3. Revaluation Services. The Company will perform the following services in accordance with the Bridgton 2025 revaluation work plan and schedule, attached hereto as **Schedule A**:

- Field Visits

  The Company will conduct an exterior review of each improved property within the Town that has sold in the last two years as an arm's length transaction. The Company will identify whether or not any structures have been added, removed, or altered. The Company will record the results of the field visits on the existing property record cards ("Field Cards"), noting the date of the exterior review and the Lister's initials. The Company will leave a call-back notice at the property that identifies the purpose of the visit and the Town's phone number.

- Data Entry

  The Company will execute data entry changes to the Bridgton assessment database necessitated by the property field visits.

- Sales Analysis & Schedule Adjustments

  The Company will examine property sales in Bridgton over the last two to four years and will verify, using customary assessment practices and due diligence, whether property sales are arms length transactions at fair market value ("FMV Sales"). The Company will use only FMV Sales when making land and building schedule adjustments. Schedule adjustments are adjustments to base land and building schedules to recognize the current real estate market.

- Determining Valuations; Final Review

  Prior to sending notices of value to the property owners, the Company will collectively review the valuations derived from the land and building schedules and will determine a final valuation of each property within the Town based on the fair market value of the land, buildings, and improvements as they exist on April 1, 2025. The Company will conduct a final review of all property to account and adjust for factors which may have a direct bearing on the fair market value or equitable relationship to other properties, such as location, obsolescence, architectural qualities, desirability, and resale value, to determine the final valuations. It is specifically understood and agreed that all final decisions as to assessed valuation shall be made by the Town's Board of Assessors.

- Value Notice Preparation

  The Company will prepare a notice for each property valuation. Following approval of the notice language by the Town's Board of Assessors, the Company will mail the notices to the Town's property owners. The preparation and mailing of the notices will be at the Company's expense.

- Informal Hearings

  The Company will, upon written request and in cooperation with the Town's Board of Assessors, make itself available for meetings with property owners for the purpose of discussing values and to make comparisons with similar neighboring properties. The meetings will be held by individual appointment only on dates mutually agreed upon by the Company and the Town's Board of Assessors and, where practical, will be held at the Town's municipal office. The Town's Board of Assessors or its designated representative may attend all such meetings. As a substitute for meeting in person, the Company may invite property owners to write or e-mail the Company in order to present information that is pertinent to the fair market value of their property.

  - Hearing Appointment Scheduling

    The Company, from its New Gloucester office, will handle phone calls and set up appointments for property owners to meet with the Company.

- Reviews

  The Company will review any information presented by property owners. A review may prompt a change in an individual valuation, a change in valuation for a collection of properties, or no change at all.

- Assessment Software

  The Company will utilize its computer assisted mass appraisal (CAMA) software.

- Progress Reports

  When requesting payments the Company will provide the Town a report noting the progress of the Project. The report must, at minimum, identify the percentage of services completed to date, the total of payment previously made, and the payment requested for the month.

- Equipment & Supplies; Records

  The Company will provide all equipment and supplies at the Company's expense, including Field Cards and computer records of property cards. All records, including but not limited to computations, maps, manuals, cards, computer discs, photographs, schedules, tables, and reports, of the Company in respect to any work under the Project shall be left in the custody and become the property of the Town. Specifically, the Company will deliver to the Town, within 14 days after the completion date, but no later than September 30, 2025, all records relative to the Project, including those records used to establish schedule adjustments and final values.

- Support & Defense of Values

  The Company agrees that its chief appraiser in charge of the Project, or an equally qualified individual or individuals subject to the approval of the Town's Board of Assessors, shall be present and available at the direction of the Board for the period of time necessary to assist the Board in considering complaints and to assist the Board in explaining the basis of the revaluation to property owners. In the event a property owner appeals a final valuation decision, the Company agrees that said appraiser or qualified individual(s) shall (1) be present at any local assessment appeals following completion of the Project and to defend the values, and (2) be present at any court hearings, reviews, or court-related proceedings to testify as a witness, outline steps taken, and give his/her opinion of the value of the affected property. The Company will assume all costs for services rendered by it in connection with any and all such hearings, reviews, and court actions filed or commenced within 185 days of the FY 2025-2026 tax commitment.

- Public Relations
  The parties acknowledge that public relations are an important part of the Project and that a public understanding of the Project is essential to the Project's success. The Company will provide all Measurers and Listers with clear and unequivocal instruction (1) to maintain good relations with property owners and occupants, and (2) to not discuss with any property owner or occupant the value or the assessment of any property they inspect, the property taxes being paid on the property being inspected, or any aspect of the local budget, Town issues, or political matters.

4. Personnel. The Company will provide experienced and qualified personnel, as hereinafter provided, for the Project and will comply with all applicable Equal Employment Opportunity and other provisions of state and federal law.

- Qualifications
  At any time new personnel are assigned to the Project, the Company will submit a description of their duties, starting date, and qualifications. Personnel assigned to the Project must be at least 18 years of age and meet the following minimum qualifications:

  Project Manager: Administration of this Project shall be assigned by the Company to a Project Manager who must have at least five (5) years of appraisal experience, including extensive experience on commercial, industrial, multi-family and single-family residential properties. The Project Manager shall be responsible for all work performed by the Company. The Project Manager shall oversee, advise, and assist all personnel assigned to the Project in determining all land, building and improvement values for this Project.

  Reviewers and Appraisers: Reviewers and Appraisers most have at least two (2) years of appraisal experience in the appraisal of the particular type properties for which they are responsible.

  Measurers and Listers: Measurers and Listers shall have at least six (6) months of appraisal experience, and must work in the field under the direct supervision of a qualified Appraiser, Reviewer, or Project Manager. The Company will ensure that supervisory personnel will oversee Measurers and Listers on no more than a one to five (1:5) ratio through the data collection phase of the Project.

- Collaboration with Town's Board of Assessors
  All personnel shall work closely with the Town's Board of Assessors to assure accuracy and reliability in data collection.

- Identification
  All field personnel shall carry suitable ID cards, which shall include an up-to-date photograph, supplied by the Company. Field personnel who misplace their ID card will not be allowed in the field until a new ID card is obtained. All field personnel using automobiles for field work shall provide the Town Manager the license number, make, model, year and color of the vehicle prior to conducting any field work.

- Conflict of Interest
  No resident of the Town or Town employee shall be employed by the Company, other than in a clerical capacity, without the prior written approval of the Town Manager.

- Town Approval and Right of Removal
  All personnel assigned to the Project must be approved by the Town Manager before initiating work. The Town reserves the right to remove for cause, any personnel from the Project in its sole discretion by giving the Company a written instruction from the Town Manager. The Company shall forthwith remove any personnel assigned to the Project upon the receipt of such written instruction.

5. Town Information. The Town agrees to provide the Company with monthly building permits, monthly listings of property transfers and declarations, access to all current assessing records, property cards, tax maps, and any other materials essential to the performance of the services described herein.

6. Insurance; Hold Harmless. The Company shall carry and maintain in force throughout the term of the Contract and until the resolution of any timely appeals taken from the decisions of the Town's Board of

Assessors on the April 1, 2025 valuation list, public liability and workers' compensation insurance, and shall hold harmless the Town and its officers, employees, and agents from all claims, demands, payments, suits, actions, recoveries, and judgments of every kind and description brought or recovered against it by reason of an act or omission of the Company, its officers, agents, or employees in the performance of the services under this Contract, including claims relating to property, labor and materials, patent rights and copyrights used in performing said services. The Company's public liability insurance shall provide comprehensive coverage against claims for personal injury, bodily injury, death, or property damage. Liability limits shall not be less than the limits established in the Maine Tort Claims Act, 14 M.R.S. § 8101. All such insurance provided by the Company shall be carried in favor of the Town and its officers, employees, and agents, as well as in favor of the Company, and shall name the Town, its officers, employees, and agents as additional insured. The Company shall not deny liability because of any legal defense to which the Town is entitled by reason of being a municipality. The Company shall carry valuable papers insurance on any and all records applicable to the Project against the loss or destruction of such records in an amount of not less than the Contract price. All certificates of insurance showing policies covering insurance herein required shall be filed with the Town Manager prior to the commencement of any services under this Contract. Such certificates shall include a provision that such insurance policies may not be terminated without providing the Town at least 10 days prior written notice.

7. Dispute Resolution; Mediation. In the event that a dispute among the parties cannot be resolved among themselves by informal means, the parties agree that, before resorting to litigation, they will in good faith submit the dispute to confidential mediation and will engage the assistance of a mediator jointly selected by the parties. The parties will participate in such mediation in good faith and will disclose to the other parties and the mediator all pertinent information concerning the dispute in their possession or control. Such mediation shall not exceed one full day or two half days in length without the prior written consent of the parties. No party shall be prejudiced by any position taken by that party during mediation, and no party shall be bound by any recommendation of the mediator unless the party accepts it. If the parties are not able to reach agreement with the assistance of the mediator, then they retain all rights and remedies provided by law and the right to initiate and pursue litigation.

8. Termination; Default; Remedies Cumulative. Either party may terminate this Contract for breach or default by giving written notice of such termination to the other party. An event of default shall be deemed to occur if either party fails to perform any material obligation under this Contract and such failure remains uncured for more than 14 days after receipt of written notice thereof. In the event of a breach or default under this Contract, the defaulting party shall reimburse the nondefaulting party for all costs and expenses reasonably incurred by the nondefaulting party in connection with the default, including without limitation attorney fees. Additionally, if a suit or action is filed to enforce this Contract or with respect to this Contract, the prevailing party shall be reimbursed by the other party for all costs and expenses incurred in connection with the suit or action, including without limitation reasonable attorney fees. All rights and remedies provided in this Contract are cumulative and not exclusive of any other rights or remedies that may be available to the parties.

9. Entire Agreement; Amendment. This Contract constitutes the entire agreement between the parties. This Contract shall not be modified and none of the terms and provisions herein may be waived except by mutual written agreement of the parties.

10. Severability. If any part, portion or provision of this Contract is held to be invalid or unenforceable, that shall not affect the entire Contract and the parties agree to meet and negotiate a new part, portion or provision, or a new agreement.

11. Governing Law. This Contract shall be governed by, construed, and enforced inccordance with the laws of the State of Maine without regard to its conflict of laws provisions.

12. Term. The term of this Contract shall be from December 10, 2024 to July 31, 2025, subject to a 30 day extension for cause.

IN WITNESS WHEREOF, the duly authorized representatives of the Town and Company have set their hands this January 14, 2025, 2024.

Board of Selectpersons
Town of Bridgton

John E. O'Donnell III, President
John E. O'Donnell & Associates, Inc.

SCHEDULE A

Bridgton 2025 Revaluation

Work Plan

The program work plan is below. The plan outlines revaluation functions, date ranges for completion, and current status.

Function	Dates	Status
Field work	December 2024- – April 2025	
Data entry	December 2024- – April 2025	
Sales analysis	December 2024- – May 2025	
Schedule development	December 2024- – May 2025	
Schedule Approval	May 2025	
Final reviews	May 2025	
Notices sent	June 2025	
Appts. scheduled	June 2025	
Hearings	June 2025	
Hearing reviews	June 2025	
Project Delivery	July 1, 2025	

Billing Schedule

The program billing schedule outlines the major functions of the program by percentages related to the total project amount.

Total Contract	**$250,000**
Field work 20%	$50,000
Data Entry 20%	$50,000
Sales Analysis/Schedules 25%	$62,500
Hearings 15%	$37,500
Reviews 10%	$25,000
Miscellaneous 10% monthly over 8 months	$25,000