

**AGREEMENT FOR PAYMENT IN LIEU OF TAXES**

**BETWEEN**

**THE CITY OF CONCORD (“CITY”)**

**AND**

**CONCORD REGIONAL VISITING NURSE ASSOCIATION, INC.**

This Payment In Lieu of Taxes Agreement (“PILOT Agreement”) is made as of \_\_\_\_\_ day of January, 2020 pursuant to RSA 72:23-n between the City of Concord (the “City”), a municipal corporation established under the laws of the State of New Hampshire, having a place of business at 41 Green Street, Concord, NH 03301, and Concord Regional Visiting Nurse Association, Inc. (“CRVNA”) having an address at 30 Pillsbury Street, Unit 7, Concord, NH 03301.

**WHEREAS**, CRVNA is a New Hampshire non-profit corporation and is established to provide:

1. To provide in-home and other health services to residents of the City of Concord and other cities and towns served by this Association, without regard to age, race, sex, color, creed, religion, handicap, sexual preference, marital status, pregnancy, national origin or ability to pay and within the Agency’s financial ability to provide the service.
2. To promote optimal health standards and prevent disease for the individual, the family, and the communities served.
3. To minimize the impact of illness and/or disability by early intervention and health education.

4. To cooperate with other persons and agencies in the field of public health/community health nursing through educational programs in public health.

5. To provide community services to children, youth and families that support optimal health and well-being; and

**WHEREAS**, CRVNA owns real estate located within the City of Concord at 30 Pillsbury Street Unit 7 ("Subject Property"); and

**WHEREAS**, CRVNA has requested that the City recognize them as a charitable organization pursuant to RSA 72:23, V and RSA 72:23-1; and

**WHEREAS**, subject to the terms of this PILOT Agreement, CRVNA has agreed to a payment in lieu of taxes and the City is willing to accept a payment in lieu of taxes for the Subject Property, as set forth in this PILOT Agreement; and

**WHEREAS**, the City Council for the City of Concord voted to approve this PILOT Agreement for a Payment In Lieu of Taxes under RSA 72:23-n on \_\_\_\_2020; and

**WHEREAS**, the assessment year in New Hampshire is April 1 through March 31 and the tax rate for the City is not set until late fall following the April 1; and

**WHEREAS**, both the City and CRVNA wish to have a reasonable level of assurance of an expected income and payment, respectively, for the Properties for budgetary purposes; and

**NOW THEREFORE**, the Parties agree as follows:

I. Annually, upon receipt of information regarding any physical changes and improvements to the Subject Property, the Assessing Department will inspect, review, and amend/correct the assessments for Subject Property.

II. This PILOT Agreement shall not impede the Assessing Department from assessing the Subject Property in accordance with any revaluations, statistical updates, or other methods of assessing properties.

III. It is agreed that the Subject Property will be treated as exempt from real property taxation during the term of this PILOT Agreement provided that the Subject Property continues to be owned, used and occupied in accordance with those purposes which qualify the CRVNA as a charitable organization and the charitable tax exemption, and provided further that the Subject Property is not acquired by or converted to a for-profit business or other non-exempt purpose.

IV. The PILOT Agreement shall run for 2 consecutive five (5) years terms, from 2019-2023 and 2024-2028 ending on March 31, 2029. Under the terms of the PILOT Agreement CRVNA shall pay 50% of the City's portion of the tax bill, calculated on an annual basis, with a cap of \$14,000 for the first five (5) year term, and a cap of \$15,000 for the second five (5) year term. The PILOT Agreement is subject to City Council approval, and may be renewed for additional terms.

V. The PILOT amount for the 2019 tax year is \$13,199.76.

VI. CRVNA agrees to make the following filings with the City's Assessing Department:

A. On or before April 15 each year, an annual application for the charitable exemption as required under RSA 72:23-c, I.

B. On or before April 15 each year, an annual statement of physical changes/improvements to any of the Properties, as noted earlier in this PILOT Agreement.

C. Before June 1 each year, the statement of financial condition and such other information required under RSA 72:23,VI to enable the City to evaluate CRVNA's claim that the Properties continue to be entitled to the charitable exemption from property tax.

VII. Each year, the Assessing Department, on or about December 1 will issue a bill for the payments in lieu of taxes and CRVNA shall remit the payments by the due date shown on the bills, which due date shall not be less than 30 days from the bill dates. If any portion of the payment is not remitted by the due date, the City shall have the right to charge statutory interest and fees and to use any remedies to collect the payment provided by law under RSA Chapter 80.

VIII. Nothing in this PILOT Agreement shall prevent CRVNA from challenging the assessment of the Subject Property in accordance with applicable law.

IX. In the event that all or a portion of any of the Subject Property owned by CRVNA is vacant, leased to or occupied by one or more persons or entities which are not exempt from taxation under RSA 72:23,V (the "Non-Exempt Parties"), CRVNA shall be liable for the full property taxes that is city, school, county, and state taxes on all or such portion of the Subject Property that is vacant, leased or occupied by the Non-Exempt Parties. The amount of taxable assessed valuation shall be determined by a fraction, the numerator of which is the area in the building leased to or occupied by the Non-Exempt Parties and the denominator of which is the total area of the building. The fraction shall then be multiplied by the total assessed valuation of the building and the land to arrive at a taxable assessed value. For example, if the total area of the building is 6,000 square feet and 2,500 square feet of the building is leased to a Non-Exempt Party, 41.67% (2,500 divided 6,000) of the total assessed value of the land and building would be subject to the entire tax rate. In agreeing to this paragraph, the Parties acknowledge that the

fraction will apply to both the land and building value, assuming that a building or a portion of the building is leased or occupied. In the event that only land is leased or occupied by a Non-Exempt Party, only that portion of the land so leased or occupied would be taxed.

X. This PILOT Agreement shall be effective for the first term of five (5) tax years beginning with the April 1, 2019 tax year and terminating on March 31, 2024, or such earlier time as there is either a material change in the use or ownership of the Subject Property or a material change in the law governing the charitable exemption from property tax, either of which would prevent the Subject Property from being treated as tax-exempt. The second term of this PILOT Agreement shall be effective for the first term of five (5) tax years beginning with the April 1, 2024 tax year and terminating on March 31, 2029, or such earlier time as there is either a material change in the use or ownership of the Subject Property, or a material change in the law governing the charitable exemption from property tax, either of which would prevent the Subject Property from being treated as tax-exempt.

XI. If at any time the City believes that a material change has occurred in the use of the Subject Property, or to the law governing charitable organizations and charitable exemptions from real property taxation, any of which would prevent the Subject Property from being treated as tax-exempt, it shall discuss the matter with CRVNA. The parties shall attempt, in good faith, to reach consensus as to whether this PILOT Agreement should be modified or terminated in response to the change (s). In the event that no consensus is reached, either party may terminate this PILOT Agreement upon written notice to the other, which termination shall be effective March 31 following the date of written notice.

XII. This PILOT Agreement constitutes a binding agreement between the City and CRVNA. This PILOT Agreement is not transferable.

XIII. This PILOT Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

XIV. Any amendment to the PILOT Agreement shall be effective only if executed in writing and agreed to by both parties.

XV. Neither party shall be obligated to renew or extend this PILOT Agreement upon its termination.

XVI. This PILOT Agreement shall be governed by and construed under, and pursuant to the laws of, the State of New Hampshire, exclusive of the laws relating to conflict of laws. Any dispute under this PILOT Agreement shall be resolved within the venue of the Merrimack County Superior Court in the State of New Hampshire, or its equivalent jurisdictional successor.

**IN WITNESS WHEREOF**, the parties have hereunder set their hands effective the date first above written.

**City of Concord**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Thomas J. Aspell, Jr., City Manager  
Duly Authorized

**Concord Regional Visiting Nurse Association, Inc.**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_  
Duly Authorized