

**BLISH & CAVANAGH<sup>PC</sup>**  
C O U N S E L L O R S   A T   L A W

April 2, 2009

*By Overnight & Telecopy*

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Town of Barrington Town Council  
283 County Road  
Barrington, RI 02806

**Re:    Vision Appraisal Technology**

Dear Honorable Members of the Town Council:

As you know, we represent Barrington for Equitable Taxation ("BET"). We have read with disappointment the public statements by the Tax Assessor and Mr. Schaeffer from the Division of Municipal Finance regarding the substance of our legal opinion letter dated March 26, 2009. Their comments miss the point of that letter entirely. The reasons are as follows:

. We have never disputed that Vision Appraisal Technology's name appears – as a company – on a list of appraisal firms published by the Division of Municipal Affairs. What we have asserted is that the personnel employed by Vision Appraisal to carry out valuation/appraisal work in behalf of the Town are not certified in accordance with applicable State law and the requirements of Vision Appraisal's contract with the Town. The most important of such requirements have nothing to do with the Division of Municipal Affairs.

. Rather, our position letter was based on R.I.G.L. § 5-20.7-1 which, unlike regulations issued by the Division of Municipal Affairs, requires **individuals** who perform appraisal and valuation work to be certified. Importantly, the contract between Vision Appraisal and the Town of Barrington required the **individuals** (i.e., "personnel assigned to this project") involved in their appraisal/valuation work to be certified in accordance with the requirements of the Rhode Island General Laws. (Contract, Sec. 1; Contract Specs Sec. 3.2). These requirements are the ones set forth in R.I.G.L. § 5-20.7-1. They are requirements the Division of Municipal Finance (and Mr. Schaeffer) have nothing to do with.

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. The suggestion that Vision Appraisal Co. was not performing "appraisal" work for the Town within the meaning of R.I.G.L. § 5-20.7-1 is absurd. The work Vision Appraisal contracted with the Town to do (as articulated in Vision Appraisal's contract with the Town) falls precisely within the definition of "appraisal" under R.I.G.L. § 5-20.7-1., the statute requiring **individual** certification. Specifically, the statutory definition of "appraisal" work for which the **individual** appraisers in an appraisal company (or at least **ONE** of them) are required to be certified is as follows:

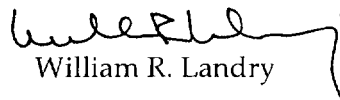
**" 50-20.7-2(1). 'Appraisal' or 'real estate appraisal' means an analysis, opinion, or conclusion relating to the nature, quality, value, or utility of specified interests in, or aspects of, identified real estate. An appraisal may be classified by subject matter onto either a valuation or an analysis. A 'valuation' is an estimate of the value of real estate or real property. An 'analysis' is a study of real estate or real property other than estimating value."**

The language of the Vision Appraisal contract with the Town that fits precisely within this statutory definition is as follows:

**" . . . VISION hereby agrees to make a complete statistical reappraisal of all taxable and non-taxable real property located within the corporate limits of the Town [of Barrington] . . . [and to determine] the 'full and fair market value of all properties . . . in accordance with the Rhode Island General Laws.'" (Contract, Sec. 1; Contract Specs, Sec. 2.1).**

Again, we emphatically implore the Council not to forfeit the Town's rights and prerogatives under the Contract – and under the State appraiser certification law as aforesaid – and to proceed to (1) secure a one year legislative deferment of the deadline for this revaluation update; (2) terminate the Vision Appraisal contract; (3) preserve and pursue the Town's rights under Vision Appraisal's surety bond; and (4) initiate a valuation update performed by personnel who at least meet the minimum contractual and legal requirements for such an undertaking.

Sincerely,

  
William R. Landry

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cc: Peter DeAngelis, Town Manager  
Michael A. Ursillo, Town Solicitor

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