

**State of New Hampshire
Real Estate Appraiser Board
Concord, New Hampshire 03301**

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STATE OF NH
JOINT BOARD

In the Matter of:
Constance Russell
No.: NHLR-381
(Misconduct Allegations)

SETTLEMENT AGREEMENT

In order to avoid the delay and expense of further proceedings and to promote the best interests of the public and the practice of real estate appraisals, the New Hampshire Board Real Estate Appraiser ("Board") and Constance Russell ("Respondent"), an appraiser licensed by the Board, do hereby stipulate and agree to resolve certain allegations of professional misconduct now pending before the Board according to the following terms and conditions:

1. Pursuant to RSA 310-B:17-a or RSA 310-B:17-b; RSA 310-B:18; RSA 310-B:19; and Real Estate Appraiser Rule ("Rab") Part 205, 206 and 208, the Board has jurisdiction to investigate and adjudicate allegations of professional misconduct committed by appraisers. Pursuant to Rab 205.02 (c) and (d), the Board may, at any time, dispose of such allegations by settlement and without commencing a disciplinary hearing.
2. The Board first granted Respondent a license to practice in the State of New Hampshire on March 1, 2004. Respondent holds license number NHLR-381. Respondent practices as a licensed appraiser for R. Gingras & Associates, 46 Technology Way, Nashua, New Hampshire, 03060.
3. It was alleged that the Respondent's appraisal report contained a series of errors rendering it misleading.
4. In response to this, the Board conducted an investigation and obtained information from various sources pertaining to Respondent's appraisal report in question.
5. Respondent stipulates that if a disciplinary hearing were to take place, Hearing Counsel would prove that Respondent engaged in professional misconduct, in violation of the following Uniform Standards of Professional Appraisal Practice (7/2006-2007 edition):
 - A. SR1-1(b) not commit a substantial error or omission of commission that significantly affects an appraisal.
 - B. SR1-1(c) not render appraisal services in a careless or negligent manner, such as by making a series of errors that, although individually might not significantly affect the results of an appraisal, in the aggregate affects the credibility of those results.
 - C. SR1-2(e) identify the characteristics of the property that are relevant to the type and definition of value and the intended use of the appraisal, including:
Its location and physical, legal, and economic attributes.
 - D. SR2-1

- a. Clearly and accurately set forth the appraisal that will not be misleading
 - b. Contain sufficient information to enable the intended users of the appraisal to understand the real property
- E. SR2-2 Each written real property appraisal report must be prepared under one of the following three options and prominently state which option is used: Self-Contained Appraisal Report, Summary Appraisal Report, or Restricted Use Appraisal Report.
 - (ix) state the use of the real estate existing as of the date of value and the use of the real estate reflected in the appraisal; and, when an opinion of highest and best use was developed by the appraiser, summarize the support and rationale for that opinion;
6. The Board finds that Respondent committed the acts as described above and concludes that, by engaging in such conduct, Respondent violated RSA 310-B:18; RSA 310-B:18-a;
7. Respondent acknowledges that this conduct constitutes grounds for the Board to impose disciplinary sanctions against Respondent's license to practice as a real estate appraiser in the State of New Hampshire.
8. Respondent consents to the Board imposing the following discipline, pursuant to RSA 310-B:18:
 - A. Respondent is REPRIMANDED.
 - B. Respondent is required to meaningfully participate in a program in the area of a 15 Hour USPAP, board approved continuing education class, with a passing grade on exam. These hours shall be in addition to the hours required by the Board for renewal of licensure and shall be completed within sixty (60) days from the effective date of this *Settlement Agreement*. Within fifteen (15) days of completing these hours, Respondent shall notify the Board and provide written proof of completion.
 - C. Respondent is assessed an ADMINISTRATIVE FINE in the amount of \$3500.00. Respondent shall pay these fine in (35) thirty five installments of \$100.00 each. The first payment shall be due within thirty (30) days of the effective date of this agreement. The remaining payments shall be due within thirty (30) days of the previous payment. All payments shall be made in the form of a money order or bank check made payable to "Treasurer, State of New Hampshire" and delivered to the Board's office at 57 Regional Drive, Concord, New Hampshire 03301. In the event that the Respondent is more than fifteen (15) days late with a payment, the entire amount of the fine shall be due by the next payment deadline.
 - D. For a continuing period of six (6) months from the effective date of this settlement agreement, Respondent shall furnish a copy of this *Settlement Agreement* to any employer to which Respondent may apply for work as an appraiser or for work as an appraiser and to any agency or authority that licenses, certifies or credentials

appraisers, to which Respondent may apply for any professional privileges or recognition, if required during the application process.

9. Respondent's breach of any terms or conditions of this *Settlement Agreement* shall constitute unprofessional conduct pursuant to RSA 310-B:18, IX, and a separate and sufficient basis for further disciplinary action by the Board.
10. Except as provided herein, this *Settlement Agreement* shall bar the commencement of further disciplinary action by the Board based upon the misconduct described above. However, the Board may consider this misconduct as evidence of a pattern of conduct in the event that similar misconduct is proven against Respondent in the future. Additionally, the Board may consider the fact that discipline was imposed by this Order as a factor in determining appropriate discipline should any further misconduct be proven against Respondent in the future.
11. This *Settlement Agreement* shall become a permanent part of Respondent's file, which is maintained by the Board as a public document.
12. Respondent voluntarily enters into and signs this *Settlement Agreement* and states that no promises or representations have been made to her other than those terms and conditions expressly stated herein.
13. The Board agrees that in return for Respondent executing this *Settlement Agreement*, the Board will not proceed with the formal adjudicatory process based upon the facts described herein.
14. Respondent understands that her action in entering into this *Settlement Agreement* is a final act and not subject to reconsideration or judicial review or appeal.
15. Respondent has had the opportunity to seek and obtain the advice of an attorney of her choosing in connection with her decision to enter into this agreement.
16. Respondent understands that the Board must review and accept the terms of this *Settlement Agreement*. If the Board rejects any portion, the entire *Settlement Agreement* shall be null and void. Respondent specifically waives any claims that any disclosures made to the Board during its review of this *Settlement Agreement* have prejudiced her right to a fair and impartial hearing in the future if this *Settlement Agreement* is not accepted by the Board.
17. Respondent is not under the influence of any drugs or alcohol at the time she signs this *Settlement Agreement*.
18. Respondent certifies that she has read this document titled *Settlement Agreement*. Respondent understands that she has the right to a formal adjudicatory hearing concerning this matter and that at said hearing she would possess the right to confront and cross-examine witnesses, to call witnesses, to present evidence, to testify on their own behalf, to contest the allegations, to present oral argument, and to appeal to the courts. Further, Respondent fully understands the nature, qualities and dimensions of these rights. Respondent understands that by signing this *Settlement Agreement*, she waives these rights as they pertain to the misconduct described herein.

19. This *Settlement Agreement* shall take effect as an Order of the Board on the date it is signed by an authorized representative of the Board.

FOR RESPONDENT

Date: 5/22/12


Constance Russell
Respondent

FOR THE BOARD/*

This proceeding is hereby terminated in accordance with the binding terms and conditions set forth above.

Date: July 27, 2012


(Signature)

Louise Lavertu
(Print or Type Name)
Louise Lavertu
Authorized Representative of the
New Hampshire Real Estate Appraiser Board

/* Mark Correnti, Board member, recused.

v.09.11