

REAPPRAISAL AND ASSESSOR SERVICES AGREEMENT

THIS AGREEMENT, made this 7th day of July, 2022, by and between the Town of Essex, a Vermont municipality located in the County of Chittenden and State of Vermont, (“Essex” or the “Town”) and the City of Essex Junction, a Vermont municipality located in the County of Chittenden and State of Vermont, (“Essex Junction” or the “City” and together the City and Town are collectively referred to herein as the “Municipalities” or the “Parties”).

WHEREAS, pursuant to 32 V.S.A. § 4041a, the Town has collected state reappraisal funds for properties located in the Town as well as for those now located within the City;

WHEREAS, the Town agrees to oversee and conduct a reappraisal for properties located in the Town and City using these reappraisal funds;

WHEREAS, the Town agrees to initiate and manage the upcoming reappraisal through its Office of Assessor pursuant to 32 V.S.A. § 4041a;

WHEREAS, if the reappraisal funds are not sufficient to fully fund the upcoming reappraisal, the Town and City shall each contribute additional funds in proportion to each Municipality’s percentage of the parcels located in the Town and City (“Percentage of Parcels”);

WHEREAS, if there are residual funds in the Town’s reappraisal fund once the upcoming reappraisal is completed, the residual funds will be distributed to the City and Town in proportion to each Municipality’s percentage of parcels if lawful;

WHEREAS, the City agrees to continue to contribute towards the costs of the Town’s Office of Assessor and receive assessing services for the City, based upon its Percentage of Parcels until the upcoming reappraisal is complete and the appeal process has concluded; and

WHEREAS, the Parties now wish to enter into this Reappraisal and Assessor Services Agreement;

NOW THEREFORE, based on the foregoing premises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Town and the City hereby agree as follows:

1. The Town shall use the existing reappraisal funds to conduct the upcoming reappraisal of all properties located within the Town and the City.

2. The Town shall initiate and manage the upcoming reappraisal pursuant to 32 V.S.A. § 4041a, unless the Parties mutually agree otherwise.
3. The reappraisal fund balance (“Reappraisal Balance”) shall be determined as of the date of the last payment by the State pursuant to 32 V.S.A. § 4041a to the Town which includes payment for parcels now located in the City.
4. If the Reappraisal Balance is insufficient to fund the upcoming reappraisal, the Town and City shall contribute additional funds in proportion to each Municipality’s percentage of parcels.
5. The additional funds shall be due thirty (30) days after receipt of a detailed accounting and invoice.
6. If residual funds remain in the Reappraisal Balance at the conclusion of the upcoming reappraisal, the residual funds shall be distributed to the Town and City in proportion to each Municipality’s percentage of parcels if lawful.
7. The residual funds shall be disbursed with a detailed accounting of the disbursement within thirty (30) days of the final payment for the upcoming reappraisal.
8. Any appeals for properties located within the City that arise from reappraisal after the Change of Real Estate Values are sent to property owners shall go to the Assessor. The Assessor will work with the reappraisal contractor to address the appeal. If City property owners are not satisfied with the outcome of the Assessor’s decision, they may appeal to the City Board of Civil Authority.
9. In exchange for its receipt of Assessor services, the City will continue to contribute towards the cost of the Office of the Assessor based upon its Percentage of Parcels until the end of the fiscal year in which the upcoming reappraisal is completed, as defined when the Change of Real Estate Values are sent to property owners. If the reappraisal is completed after either the Town or City budget for the subsequent fiscal year has been approved by their respective board, but before the end of the current fiscal year, and the municipalities have not budgeted to each have their own assessing department, shared assessor services shall remain in place through the end of the subsequent fiscal year. Thereafter, should there be an appeal process with respect to any parcel located within the City, the City shall compensate the Town for time expended by Town employees in supporting the Town Assessor’s position in the appeal on a reasonable hourly basis based upon the salary and benefit costs of the Town employee. When the reappraisal is completed but before any appeals have concluded, the City may establish its own office of assessor at its sole cost and expense (including the cost of data transfer)

17. Neither party shall assign this Agreement or any interest hereunder without the written approval of the other Party. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.
18. No failure by either party to insist upon the strict performance of any term hereunder or to exercise any right, power, or remedy consequent upon a breach thereof shall constitute a waiver of any breach of any such term. No waiver of any breach shall affect or alter this Agreement, which shall continue in full force and effect, or the rights of either party with respect to any other existing or subsequent breach.

DATED this 7th day of July, 2022.

TOWN OF ESSEX

By: 

Its Duly Authorized Agent

CITY OF ESSEX JUNCTION

By: 

Its Duly Authorized Agent

Signature: 
Email: tgetchell@essex.org