

## EXHIBIT B

### REAPPRAISAL AND ASSESSOR SERVICES AGREEMENT

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 202\_, 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.

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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) or continue to share assessor services with the Town. Continuing a shared relationship will be pursuant to a new mutually acceptable agreement.

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10. This Agreement shall terminate upon the conclusion of the reappraisal and any associated appeals.
11. The Town and City hereby agree to take or cause to be taken such further actions, and to execute, deliver and record, or cause to be executed, delivered and recorded, such further documents and instruments that may be reasonably necessary to fully effectuate the purposes, terms and conditions of this Agreement.
12. This Agreement may be amended or modified by mutual written agreement of the Parties.
13. Any notice required to be given under this Agreement shall be in writing and mailed to the addresses listed below (or such other address as a party may designate) or hand delivered to the other party at a duly warned meeting of the Town Selectboard or the City Council.

To the Town of Essex:      Town of Essex Selectboard  
   81 Main Street  
   Essex Junction, VT 05452-3209

To City of Essex Junction: City of Essex Junction City Council  
   2 Lincoln Street  
   Essex Junction, VT 05452

14. This Agreement shall be governed by the laws of the State of Vermont. All rights and remedies provided by this Agreement or by law or in equity or by statute shall be cumulative and concurrent and shall be in addition to every other right, power, or remedy now or hereafter existing to enforce this Agreement. If any provision of this Agreement shall be deemed to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby and shall continue in full force and effect and shall be enforceable to the fullest extent permitted by law.
15. In the event of any dispute arising out of this Agreement, the Municipalities shall first agree to mediate the dispute. The Municipalities may also agree to submit any dispute not resolved in mediation to binding arbitration. Otherwise all disputes arising out of or related to this Agreement shall be heard in the Vermont Superior Court, Chittenden Civil Division.
16. This Agreement represents the entire agreement between the Parties as to its subject matter. All prior agreements, offers, negotiations and representations not herein expressly contained shall be of no force and effect.

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- 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 \_\_\_\_ day of \_\_\_\_\_, 202\_.

**TOWN OF ESSEX**

By: \_\_\_\_\_  
Its Duly Authorized Agent

**CITY OF ESSEX JUNCTION**

By: \_\_\_\_\_  
Its Duly Authorized Agent