

Property Tax Assessment Appeal

Owner: Rui GUO & Dong ZHANG

Property: 139 Hemlock Rd., Norwich, VT 05055

Parcel/Map ID: 12-006.110

Assessment Year: 2025 • **Valuation Date:** April 1, 2025

To: Norwich Board of Listers / Board of Civil Authority (BCA)

Date: 09/14/2025

Dear BCA,

We respectfully appeal the 2025 assessment of our property at **\$779,600**.

This assessment was originally assessed as **\$726,000** on July 2nd 2025. After we appealed through the Grievance Process, the listers conducted an internal inspection and updated certain details on the Property Record Card (PRC). However, instead of lowering the assessment, they subsequently increased the property's assessed value to **\$779,600**, which we are now formally appealing.

The updated details on the Property Record Card (PRC) in July 2025 included changing 1 bedroom to 2 bedroom; 2 bathroom to 2 full bath and 1 $\frac{3}{4}$ bath. The updated information reflected the condition of the property when we purchased it in July 2024. In other words, the original owner added 1 bedroom and 1 $\frac{3}{4}$ bath---we did not. This means that our purchase price of **\$550,000** already reflected the addition of 1 bedroom and 1 $\frac{3}{4}$ bath (see part 1.). Our renovation of the house only included replacing the old roof with a new roof, which cost \$28,200 (see attached invoice).

We respectfully request that the assessment be reduced to reflect **fair market value**:

- **\$600,000** total value.
- **or alternatively (cost worksheet corrected) no higher than \$620,000–\$650,000**, to reconcile with fair market evidence.

1. Fair Market Value

(1) Statutory Basis

Our appeal is in accordance with Vermont Statute 32 V.S.A. § 3481, which states

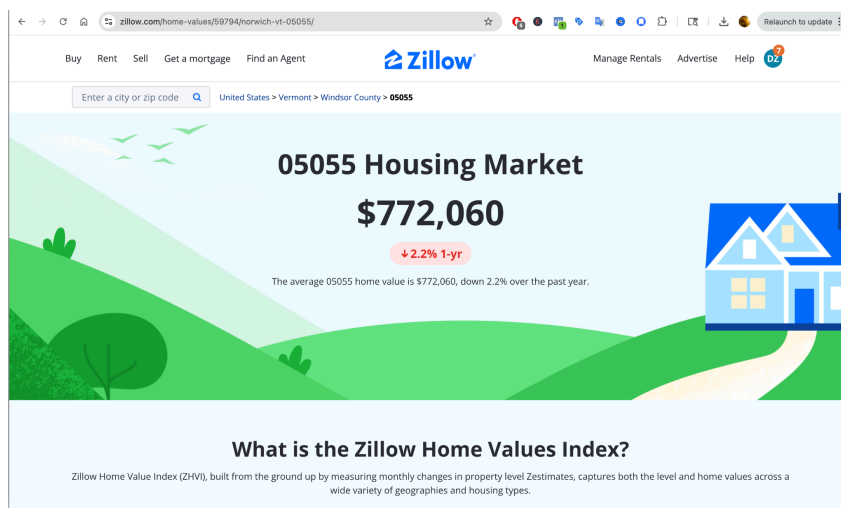
The estimated fair market value of a property is the price that the property will bring in the market when offered for sale and purchased by another, taking into consideration all the elements of the availability of the property, its use both potential and prospective, any functional deficiencies, and all other elements such as age and condition that combine to give property a market value.

(2) Arms-length transaction

We purchased 139 Hemlock Rd, Norwich VT in July 2024 in public sale through arms-length negotiation with the seller's agent. This was a properly marketed transaction (via PrimeMLS), listed for \$500,000 and received multiple offers. We eventually purchased it for \$550,000, which was higher than the listed price. Based on the statutory standard Vermont's standard (32 V.S.A. § 3481) and IAAO guidelines, market value is defined as the price a willing buyer and seller agree upon in an open market. This sale meets that standard.

(3) The Lister's Failure to follow the statutory standard

The 2025 assessment of 139 Hemlock Rd, Norwich VT (hereinafter the 2025 assessment) took place in April 2025, which was just 8 months after the open market sale. The assessment of our property was **\$779,600**, which exceeded our purchase price by 42%, while the trend of housing price of Norwich VT was "flat, with slight decrease." This is unfair.



Source: <https://www.zillow.com/home-values/59794/norwich-vt-05055/> (The data was fetched on Sep 13th, 2025.)

The listers did not provide any reasonable justification for the assessment so outrageously deviating from the purchase price just 8 months ago through an arms length transaction.

2. Factual Errors

The 2025 assessment contains factual errors, which were reflected on the PRC (see attached emails and PRC), because of

(1) GLA misclassification

(2) Over-valuation of garage attic

(1) GLA misclassification

Under standard practice (e.g., ANSI Z765 / IAAO), **unfinished space is not Gross Living Area**. It must be **valued separately** at a substantial discount, not counted as finished with only a **10%** blanket deduction to the entire dwelling. The lister treats **unfinished** second-floor space as finished living area, **INSTEAD** applies a **blanket 10% “under construction”** discount to the entire dwelling rather than truthfully valuing the unfinished component separately at a proper discount.

Definition of Gross Living Area (GLA) / Finished Area

- ANSI Z765 defines “finished square footage” as enclosed area within a structure, suitable for year-round use, with walls, floors, ceilings similar in quality to the rest of the house. Unfinished areas are explicitly excluded. [OBJ]

- GLA is normally the “above-grade, finished, heated and cooled” space. Basements or areas below grade are treated separately. [OBJ]

Unfinished Space Is Not GLA

- ANSI Z765 clearly states that unfinished areas cannot be included in the “finished square footage” count. [OBJ]

- Finished but “nonstandard” or “noncontinuous” areas (e.g. finished space with ceiling height too low; or finished area accessed via unfinished area) are reported separately, not lumped into standard GLA. Fannie Mae’s measurement guidance emphasizes distinguishing standard finished, nonstandard finished, and unfinished area. [OBJ]

Applying the standard practice, the total finished area is **2400 sq.**

(2) Over-valuation of garage attic

The garage attic was constructed as structural support. It is currently not used, and we do NOT intend to use it since it is unsafe. This should not be treated as a livable area, or a finished area, or an unfinished area. It was meant to be a structural support, and not currently used. The ladder that goes up to the space by no means qualify as a permanent staircase.

SUB AREA					SUB AREA DETAIL					
Code	Description	Area - SQ	Rate - AV	Undepr Value	Sub Area	% Usbl	Descrip	% Type	Qu	# Ten
FFL	1ST FLOOR	1,882	178.410	335,759						
BMT	BASEMENT	1,562	44.600	69,667	HST	100	UNF	100		
TQS	3/4 STORY	1,314	164.130	215,687						
GAR	GARAGE	676	36.980	24,998						
HST	HALF STORY	473	82.070	38,834						
OFP	OPEN PORCH	160	35.680	5,709						
WDK	WOOD DECK	8	33.000	264						
Net Sketched Area:		6,075	Total:	690,918						
Size Ad	3669.3000	Gross Area	6510	FinArea	3196					

IMAGE *AssessPro* Patriot Properties, Inc

(See attached PRC, page 2)

And It is assessed at a rate of \$82.97 per square foot, which is 222% of that of the garage underneath it. Note that even if it were a storage/attic, it is commonly supported nearer **\$10–\$30/sf.**

3. Recent Sales Comparison

- **Our arm's-length purchase at \$550,000** one year ago should serve as default fair market value. (Norwich prices have been roughly flat/slightly down year-over-year; there is no market basis for a 40%+ increase in one year without major capital improvements (which did not occur.)
- The only significant improvement since is limited to: **new roof (2024)**, typically **+\$15–\$20K** in market perception.

Here is a list of comparable properties in the area with its conditions and its reappraisal value (land & building) as shown in the Grand List. I only roughly went through the first 50 pages of the 324-page Grand List. There would be many more comparable properties if I were to go through the entire list.

As you can see from the comparables below, the median building value included in the grand list for these properties is \$529,500, which is 18% lower than the reappraisal value for our building (\$645,000).

63 SHILOH LN

- **Acreage:** 21.5 acres
- **Bedrooms:** 5
- **Bathrooms:** 3
- **Square Footage:** 2,662 sqft
- **Year Built:** 1991
- **Features:** paved driveway, patio, deck, covered porch, additional barn, greenhouse, stables
- **Reappraisal Value:** \$749,900
- **Reappraisal LAND Value:** \$229,700
- **Reappraisal BUILDING Value:** \$520,200
- **Comment:** Superior in bedroom count. Its building value is 19.35% lower than the subject property.

394 MAIN ST

- **Acreage:** 0.34 acres
- **Bedrooms:** 4
- **Bathrooms:** 2
- **Square Footage:** 2,684 sqft
- **Year Built:** 1925
- **LAND:** \$269,200
- **BUILDING:** \$516,800
- **TOTAL REAL:** \$786,000
- **Comment:** Superior in bedroom count. Its building value is 19.88% lower than the subject property.

31 McKenna Rd

- **Acreage:** 2.08 acres
- **Bedrooms:** 6
- **Bathrooms:** 3
- **Square Footage:** 2,914 sqft
- **Year Built:** 1984
- **LAND:** \$261,100
- **BUILDING:** \$515,300
- **TOTAL REAL:** \$776,400

- **Comment:** Superior in bedroom count. Its building value is 20.11% lower than the subject property.

307 BEAVER MEADOW RD

- **Acreage:** 10.1 acres
- **Bedrooms:** 4
- **Bathrooms:** 3
- **Square Footage:** 2,989 sqft
- **Year Built:** 1978
- **LAND:** \$279,300
- **BUILDING:** \$529,500
- **TOTAL REAL:** \$808,800
- **Comment:** Superior in bedroom count. Its building value is 17.91% lower than the subject property.

227 NORFORD LAKE RD

- **Acreage:** 117 acres
- **Bedrooms:** 5
- **Bathrooms:** 3
- **Square Footage:** 2,638 sqft
- **Year Built:** 1971
- **LAND MUNICIPAL:** \$648,700
- **BUILDING:** \$534,700
- **TOTAL REAL:** \$1,183,400
- **Comment:** Superior in bedroom count. Its building value is 17.09% lower than the subject property.

22 NORFORD LAKE RD

- **Acreage:** 10.4 acres
- **Bedrooms:** 3
- **Bathrooms:** 4
- **Square Footage:** 3,652 sqft
- **Year Built:** 1989
- **LAND:** \$186,300
- **BUILDING:** \$490,300
- **TOTAL REAL:** \$676,600
- **Comment:** Superior in bedroom and bathroom count. Its building value is 24.0% lower than the subject property.

1004 NEW BOSTON RD

- **Acreage:** 2.5 acres
- **Bedrooms:** 3

- **Bathrooms:** 3
- **Square Footage:** 2,400 sqft
- **Year Built:** 2020
- **LAND:** \$157,900
- **BUILDING:** \$569,500
- **TOTAL REAL:** \$727,400
- **Comment:** Superior in bedroom count. Its building value is 11.71% lower than the subject property.

1745 TURNPIKE RD

- **Acreage:** 79 acres
- **Bedrooms:** 2
- **Bathrooms:** 2
- **Square Footage:** 2,478 sqft
- **Year Built:** 1968
- **LAND:** \$499,600
- **BUILDING:** \$495,500
- **TOTAL REAL:** \$995,100

360 CAMPBELL FLATS RD

- **Acreage:** 7.6 acres
- **Bedrooms:** 3
- **Bathrooms:** 4
- **Square Footage:** 2,733 sqft
- **Year Built:** 1960
- **LAND:** \$334,600
- **BUILDING:** \$535,400
- **TOTAL REAL:** \$870,000
- **Comment:** Superior in bedroom and bathroom count. Its building value is 17.00% lower than the subject property.

862 UNION VILLAGE RD

- **Acreage:** 6 acres
- **Bedrooms:** 3
- **Bathrooms:** 2
- **Square Footage:** 2,743 sqft
- **Year Built:** 1993
- **LAND:** \$287,700
- **BUILDING:** \$601,300
- **TOTAL REAL:** \$889,000
- **Comment:** Superior in bedroom count. Its building value is 6.78% lower than the subject property.

Thank you for your time and consideration.

Sincerely,

Rui and Dong

guorui.law@gmail.com

Exhibits (attached)

1. **Closing documents/MLS printout** for the **\$550,000** sale (arm's-length, market exposure).
2. **Property Record Card** (showing 3,196 sf treatment and comments: "*no flooring / bare studs, ply floor*").
3. **Photos** of the unfinished second floor.
4. **Photos** of garage and garage attic.
5. **Roofing invoice (2024)**.

dotloop signature verification: dtdp.us/S9x-UALF-Q8Tf

PURCHASE AND SALE CONTRACT

This Is A Legally Binding Contract. If Not Understood, Legal, Tax Or Other Counsel Should Be Consulted Before Signing.

Purchaser's Full Name	Mailing Address	Telephone #/ Fax #/ E-Mail Address
Rui Guo	17 Thayer Street, Belmont MA 02478	
Dong Zhang	17 Thayer Street, Belmont MA 02478	

Seller's Full Name	Mailing Address	Telephone #/ Fax #/ E-Mail Address
Kathleen E. Peterson Revocable Trust	139 Hemlock Road, Norwich VT 05055	
Dianne Neuss, Trustee	139 Hemlock Road, Norwich VT 05055	neussdiane@gmail.com
Walter F. Taraska Jr, Trustee		wtaraska@gmail.com

1. **Purchase and Sale Contract:** This Purchase and Sale Contract (Contract) is made by and between: _____ (Seller) and _____ (Purchaser). Purchaser agrees to purchase, and Seller agrees to sell the Property described herein at the price and on the terms and conditions stated in this Contract.

2. **Total Purchase Price:** five hundred fifty thousand U.S. Dollars (\$ 550,000)

3. **Contract Deposit:** \$ 100,000 (U.S. Dollars) Due to Escrow Agent by 05/18/2024 as evidenced by ☐ Personal check ☐ Bank check ☒ Cash ☐ Wire transfer ☐ ACH transfer (U.S. Dollars) shall be delivered to the escrow agent by NA. Unless otherwise agreed in writing, the pendency of any contingencies or special conditions in this Contract does not suspend or postpone Purchaser's obligation to make any required additional Contract Deposit. If no binding Contract is created by the Contract Date or if Purchaser withdraws any pending offer prior to Seller's acceptance of that offer and notification thereof, all Contract Deposits shall be promptly returned to Purchaser. All Contract Deposits shall be held by: Four Seasons Sotheby's International Realty ("Escrow Agent").

4. **Description of Real Property:** For purposes of this Contract, the Property is described as follows:

A. Physical Property Address: 139 Hemlock Road Norwich VT. Windsor County and/or _____
Street City/Town Zip County

B. Seller's Deed recorded in Volume 240 at Page(s) 368 of the Norwich VT Land Records; and/or

C. Parcel ID Number: 12.006.110; and/or SPAN Number: 450-142-13277

D. The Property is further described as: single-family residence on 2.14 acres

NOTE: Not every Property Description choice is required in order to form this Contract. The validity and enforceability of this Contract is not affected by the omission of one or more of the above choices, provided at least one choice is filled in. The deed delivered by Seller at Closing will govern the legal description of the real property to be conveyed under this Contract.

5. **Closing:** Closing and transfer of title shall occur on 06/28/2024 at a mutually agreed time and place. Closing may occur earlier if Seller and Purchaser agree in writing. **Neither party shall be obligated to extend the date set for Closing.**

6. **Contract Date:** 05/17/2024 **Contract Time:** 5:00 ☐ A.M. ☒ P.M. EST/EDT
No binding contract shall be created or deemed to exist between Seller and Purchaser unless all terms and conditions of any offer(s) and/or counteroffer(s), including any addenda or supplemental conditions are agreed to in writing, signed (with any changes initialed) by both

Seller's Initials

05/17/24
1:25 PM EDT
dotloop verified

05/17/24
1:04 PM EDT
dotloop verified

05/17/24
1:04 PM EDT
dotloop verified

05/17/24
1:04 PM EDT
dotloop verified

Buyer's Initials

05/17/24
1:02 PM EDT
dotloop verified

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VR-037 Rev. G

Exhibit 3: Photos of unfinished second floor



Exhibit 4: Photos of garage and garage attic.





Exhibit 5: Roofing invoice (2024)



PROPOSAL SUBMITTED TO Dawn Zhang			PHONE (617) 899-0656	DATE 08/05/2024
ADDRESS 139 Hemlock Road			JOB NAME 2408-5978144-01	
CITY Norwich	STATE Vermont	ZIP 05055	JOB LOCATION 139 Hemlock Road	

Scope of work,

We will remove and dispose of all existing layers of shingles on entire home

Prior to removal of shingles, we will secure giant tarps to the bottom edges of each roof section. This tarp will be tied to a tree or a truck to allow us to slide the shingles we remove, to where we want them to land. We also lay tarps on the ground. This method protects the home and landscaping.

A wheeled magnet will be used to clean up any stray nails. A wheeled dumpster trailer will be provided for all job related debris. When we leave your home, the home and property will look exactly as it did before we started.

We will then do a thorough inspection of the existing roof deck, looking for any rotted wood and we will ensure all nail heads are properly secured. Any loose plywood will be re-nailed. Any rotted or damaged deck boards will be replaced as needed with new plywood. The first (2) sheets will be free of charge, any additional sheets will cost \$85 We will inspect your ventilation system and make alterations where needed to ensure proper air flow. All ridges, of all roofs, will be inspected for the proper amount of ventilation. If needed the plywood will be cut back.

New custom bent metal drip edge will be installed to all edges of the roof and will be fitted using 45-degree angle cuts. This will make sure all corners and seems are watertight. 6 ft of ice and water shield will be installed on the bottom edges of the roof. We also install ice and water shield in all valleys, around all roof penetrations, as well as all the critical areas where flashing is installed. The chimney's will be re-flashed as needed using lead for an additional \$800 per. We take special care in this area of the job; the flashing is the main component to keep water out. Above the ice and water shield we will install a synthetic underlayment to the entire roof. We will then install GAF Timberline HDZ shingles and ridge cap shingles to the entire roof.

9 ft of Ice and water shield will be installed on all low pitched areas.

Additional information: We use a chalk line to make certain the cap of the roof is in a perfect line. 6 nails per shingle. Rakes of the roof will be hurricane nailed. Roofing underlayment and ice and water shield will be installed using cap nails. All nails will be strategically placed and set to the perfect depth. Nails will be installed so both pieces of the laminate shingle will be held together and tightly fastened to roof deck.

The materials being used,

- F8 Aluminum Drip Edge (A piece of roof trim which directs water into the gutters, ensuring that water ends up where it is supposed to go as it drains from the roof.)
- GAF Timberline HDZ Lifetime Architectural Shingles (These shingles include a 130mph wind rating, a Class A fire rating, and GAF's "Stain Guard Plus" additive. Stain Guard Plus is a copper additive weaved into the shingle core to help combat harmful algae, fungus and streaking growth while maintaining the curb appeal of the roof.)
- GAF Weather Watch Ice and Water Shield (Weather Watch is a premium leak barrier, rubberized membrane, that is used as part of a roofing system to provide a 100% watertight seal in the most critical areas of the roof.)
- GAF ProStart Starter (Properly secures all edge shingles from damaging winds and harsh weather elements. GAF offers the maximum wind coverage on many shingles when you use GAF starter strips. They are also covered by up to a Lifetime Ltd. warranty when installed on Lifetime Shingle roofs.)
- GAF Felt Buster Synthetic Roofing Underlayment (Provides an additional layer of breathable protection between the shingles and roof deck. Felt Buster provides long-lasting leak protection, reduces interior moisture and helps shingles lay flat. Felt Buster underlayment is specially designed to control moisture)
- GAF Snow Country Ridge Vent (Exhaust venting for the roof ridge which allows heat and moisture to escape while helping resist snow infiltration in harsh winter weather. It provides 18 sq. inches per linear foot (67,720 m2/lm) of net free ventilating area).
- GAF Seal-A-Ridge Ridge Cap Shingles (Accentuate the natural beauty of your newly installed architectural shingle roof. These multi layered shingles are designed for the highest stress areas of your roof, the hips and ridges.)
- New boots will be installed on all vent pipes (A roof boot is also called a plumbing vent boot, pipe boot, or pipe flashing. It is a preformed flashing installed to waterproof pipe penetrations of a roof, like plumbing vent pipes and electrical service mast pipes.)
- Inch and a quarter coil roofing nails.

Add ons.....

We propose hereby to finish material and labor complete in accordance with above specification for the sum of:

Dollars \$28,200

Payment to be made as follows:

BALANCE DUE UPON COMPLETION OF WORK

	
08/05/2024	Signature Date
GAF MASTER ELITE CERTIFIED WITH GOLDEN PLEDGE COVERAGE. This warranty covers material defects for up to 50 years. Workmanship is guaranteed for 25 years. If this roof system fails within these time periods, GAF will pay for a completely new roof replacement at zero cost to you. Only Master Elite Certified roofing contractors can offer this 25 year guarantee on workmanship through GAF.	