

**TOWN OF STAMFORD
BOARD OF CIVIL AUTHORITY MEETING
June 16, 2022
(UNAPPROVED)**

Present: Board of Civil Authority: Nancy L. Bushika, Carol A. Fachini, Michael G. Denault,
Brandon Field and Pamela Tworig (Selectboard)
Tyna Senecal and Sally Bohl (Justices of the Peace)
Lori A. Shepard (Town Clerk)

Assessor: John Tiffany, Assessor from New England Municipal Resource Center (NEMRC)

Appellant: Laura Champagne

All members present on the Board of Civil Authority were verbally given the oath. The oath was administered to the appellant and the assessor by the town clerk. The meeting was recorded. Nancy Bushika reviewed some procedural rules for the meeting and it was noted that Carol Fachini has a clear conflict and must step down for this meeting.

MOTION by Mike Denault to appoint Pamela Tworig as Chair and Lori Shepard as Clerk. SECONDED by Brandon Field. All in favor. Motion APPROVED.

MOTION by Mike Denault to accept the minutes of October 21, 2021 as written. SECONDED by Pam Tworig. All in favor. Motion APPROVED.

John Tiffany noted that the appeal was timely filed with the town clerk and introduced the parcel as:

Laura Champagne
Parcel ID #00PR11005L.001
3.92 acres and house located at 1066 Old County Road
Pre-Grievance Value: \$183,000.00
Current Assessed Value: \$186,100.00

John Tiffany stated that he had noticed that a 2% functional depreciation was on the computer for a deck that Laura Champagne does not have. He said that is not how the system was designed to work. You can't depreciate something that is not there, so he removed the 2% depreciation, which raised the value from \$183,000 to \$186,100. He provided all present a package of comparable Stamford sales and reviewed each value and how it compares with the subject property (Exhibit A).

Laura Champagne stated that she used the property tax history in her calculations and brought forward many properties for consideration. She feels that her property value has increased five times in the past twelve years and feels she is being targeted. She also stated that she has a very detailed road agreement that is in place because the town gave up their road and it is now a private drive. The Road Agreement was presented to all (Exhibit B). She explained that in 2009, her property was assessed at \$140,700. In 2010 it went up to \$144,100. In 2016, her value increased to \$166,200. In 2019 the property increased to \$206,200. In 2020 her value increased to \$206,300. In 2021 her value was decreased to \$183,000 and in 2022 it went up again to \$186,100. Laura Champagne provided the history of her prior grievances.

Pam Tworig stated that she is a real estate agent and feels this house would sell for much more than \$150,000. John Tiffany responded that he cannot chase sales. The market changes are calculated for the education tax and the education tax gets adjusted to the fair market values, but we can't change the cost

tables and values until the next town-wide reappraisal. The property value was only increased because you can't depreciate a deck that doesn't exist.

Nancy Bushika recalled that a few years ago Laura Champagne received a change of value notice because her property was sitting at 94% and it was bumped up to 100%. Tyna Senecal asked about that process because she had received the same letter and was told after a period of time, like three years, that properties are increased to 100%. Nancy Bushika asked how many other properties were increased to 100% at that time.

Laura Champagne felt when the town dropped the road in 2010, there should have been a corresponding reduction in value but that never happened. John Tiffany said a reduction would only be given if sales in town showed that properties on that road were worth less because of the private drive. He stated that he lives on a private road and it does not affect the sales price at all. Laura Champagne noted several properties in town and many that were located near her and indicated that their assessments had not changed in the past ten or twelve years. Other properties she brought up had a decrease in value. It was noted that the properties Laura Champagne said had decreases in value were because the acreage changed through the mapping process. The properties that stayed the same probably had surveys so there was no change in acreage.

The board reviewed Laura Champagne's value increases. Sally Bohl said there is a justification for each increase. The first couple were changes as the house was being built. Laura Champagne felt there shouldn't have been changes since it is a modular home. In 2019 the value increased significantly and that is when her percentage complete was moved up to 100%. In 2021 her value was decreased after a grievance appeal with Lisa Wright, the town's assessor at the time. Lisa Wright reduced the value after a site visit and a series of emails between herself and Laura Champagne. Pam Tworig wanted to confirm that we have a computer formula to calculate values that is fair for everyone. Sally Bohl noted that her property card showed that she is receiving a below average credit for being on a private road. John Tiffany said when a Board of Civil Authority decision is appealed to the state level, that the state will use current sales as comparisons. The Board of Civil Authority can decrease the property value, keep it the same, and can also increase the value based on current values.

It was decided that an inspection committee would be formed consisting of Nancy Bushika, Brandon Field and Sally Bohl. The inspection will take place on Friday, June 17, 2022 at 4:30 p.m. The Board of Civil Authority will reconvene the meeting to Thursday, July 7, 2022 at 5:15 p.m. to review the inspection report and receive any additional testimony from the assessor or appellant.

Respectfully submitted,

Pamela Tworig
Chair

PT/las

**Town of Stamford
Board of Civil Authority Hearing
June 16, 2022**

Parcel: 00PR11005L001

Owner: Laura Champagne

Location: 1066 Old County Road

Description: Dwelling on 3.92 acres

Assessed Value: \$186,100

Pre-Grievance Value: \$183,000

The 1.5 story, 2,088 sq. ft. dwelling consists of five total rooms, two of which are bedrooms; two bathrooms of which only one is complete with a full basement. Currently at 94% complete, despite having a construction date of 2009.

Yearly the Assessor determines the values on properties that have new construction and those that aren't complete. While visiting this property, based on the observation that most likely nothing had been done to increase the percentage complete to 100% and with the pending town wide reappraisal, it was decided to leave it at 94%. It was also noted that there was a 2% functional depreciation for not having a deck. This is not the way the system works. Most fee appraisers do not use the Computer Assisted Mass Appraisal (CAMA) system correctly. The 2% was removed as the property is not being valued as having a deck.

The removal of the 2% resulted in an increase in value of \$3,100 which amounts to \$31 of taxable value on the Grand List.

Ms. Champagne grieved her value using data from Zillow and Realtor.com. Neither are valid appraising tools. Based on her research Ms. Champagne felt her value should be \$150,000. No printed data was provided.

Recent Stamford sales:

See attached

STAMFORD SALES

1) Parcel: 00SH10008L000
289 Main Road
Sale Date: 4/18/2022
Assessment: \$236,700

Purchased Price: \$220,000 (\$40,000 under asking price, which was part of the settlement in an estate, this is not a valid sale).

2,282 sq.ft. ; 3 beds, 1.5 baths; 1.78 acres

Square footage Difference: 194 sq.ft. more than subject
Acreage Difference: 2.14 acres less than subject

Difference of sale price and subject property assessment: +\$33,900

2) Parcel: 00TR12A16R000
536 Mill Road
Sales Date: 4/1/2021
Assessment: \$127,200

Purchased Price: \$135,000

1,120 sq.ft. ; 3 beds, 1 bath

Square footage Difference: 968 sq.ft. less than subject property
Acreage Difference: 3.02 acres less than subject property

Difference is sales price and subject property assessment: \$51,100

3) Parcel: 00ALP00380000
667 Bergrucken Lane
Sales Date: 1/19/2021
Assessment: \$113,000

Purchase Price: \$156,000

1,488 sq.ft. ; 4 beds, 2 baths ; 2.2 acres

Square footage Difference: 600 sq.ft. less than subject property
Acreage Difference: 1.72 acres less than subject property

Difference of sale price and subject property assessment: -\$38,100

4) Parcel: 00TR0108L000
799 East Road
Sales Date: 12/31/2021
Assessment: \$200,200

Purchase Price: \$205,000

1,712 sq.ft. ; 3 bedrooms, 2 baths ; 1.97 acres

Square footage Difference: 376 sq.ft. less than subject property
Acreage Difference: 2.2 acres less than subject property

Difference of sales price and subject property assessment: -18,900

5) Parcel: 00ALP00181000
931 Oberdorf Road
Sales Date: 12/21/2021
Assessment: \$123,300

Purchase Price: \$156,750

1,440 sq.ft. ; 2 beds, 1 bath ; 1 acre

Square footage Difference: 248 sq.ft. less than subject property
Acreage Difference: 2.92 acres less than subject property

Difference of sale price to subject property assessment: -\$29,350

*****Since being purchased a covered porch and deck have been added

******Current** building costs start at \$120 per square foot ; a building lot is \$30,000+ (outside of Alpenwald) depending on location, topography, etc. .

Owner Information
 Parcel 00PR11005L001
 Owner CHAMPAGNE LAURA

1066 OLD COUNTY ROAD
 STAMFORD, VT 05352

Location 1066 OLD COUNTY ROAD
 Descr: 3.92 ACRES / HOUSE

Parcel Value Information

Land Value 26,900 Homestead 186,100
 Dwelling Value 146,200 Housesite 183,200
 Site Imprmnt 13,000
 Outbuildings 0
 Misc. Adj. 0
 Total 186,100

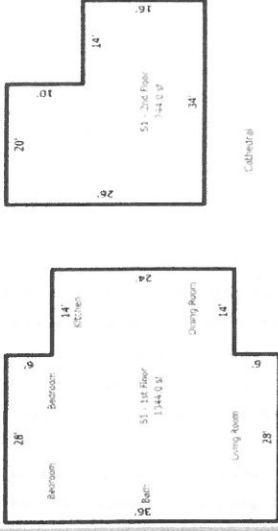


Parcel Information

Tax Map # NBHD 10
 Span 609-191-10792 Acres 3.92
 Status A - Active Last Update 05/25/22

Sales Information

Book / /
 Page 0



Sketch Updated: 01/14/22

| LAND | CALC | Site | LAND | Bldg Lot | AREA | GRADE | 2.00 | FRONTAGE | 0.80 | 0.80 | 0.00 | 0.00 |
|-----------------|--------------------|-------|-------------------|----------|--------------------|---------|--------------------|----------|--------------------|------|------|------|
| | | Acres | | Other | | | 1.92 | | | | | |
| BUILDING | Total Rooms | 5 | Year Built | 2009 | Building SF | 2088 | Energy Adj | Good | Roughins | 1 | | |
| 1 | Bedrooms | 2 | Effect Age | 13 | Quality | 4.00 | Bsmt Wall | Conc 8" | Plumb Fixt | 8 | | |
| | Full Baths | 1 | Condition | Very | Style | 1.5 Fin | Bsmt SF | 1344.00 | Fireplaces | 0 | | |
| | Half Baths | 0 | Phys Depr | 5 | Design | Modular | Bsmt Fin | No Data | Porch | 0 | | |
| | Kitchens | 1 | Funct Depr | 0 | Bldg Type | Single | Bsmt Fin SF | 0 | Gar/Shed | 0 | | |
| | | | Econ Depr | 0 | | | | | % Complete: | 94 | | |

NOTES
 2022-removed func. deprec is for something that is not there
 4/14/21 - inspection to determine % completion, sketch also revised for cathedral ceiling portion at front, 94% complete for 2021 to reflect portion of home without finish, trim and 2nd bath not complete, also added func. dep. for wood deck at front not added with doors to access same
 survey: map: 37/133
 acreage changed - 3.24 to 3.92

LAND: ROLLING AND WOODED, OLD TOWN ROAD
 LOC/1XPHY/1XACC/.8=.80
 2019 grievance 100% . Needs inspection

TOWN OF STAMFORD
NOTICE TO TAXPAYERS AS OF 05/11/2022

Change in Appraisal of Real Estate

CHAMPAGNE LAURA
1066 OLD COUNTY ROAD
STAMFORD VT 05352

Parcel ID : 00PR11005L.001 Location A: HOUSE LOT 1
SPAN : 609-191-10792 Property Description: 3.92 ACRES / HOUSE
Total Acreage : 3.92 911 Address: 1066 OLD COUNTY ROAD

| | Total Real Value | Homestead Value | House Site Value |
|----------------------------|---------------------|--------------------|---------------------|
| Previous (last year) total | 183,000 | 183,000 | 180,100 |
| Current (this year) total | 186,100 | 186,100 | 183,200 |
| Difference: | 3,100 | 3,100 | 3,100 |

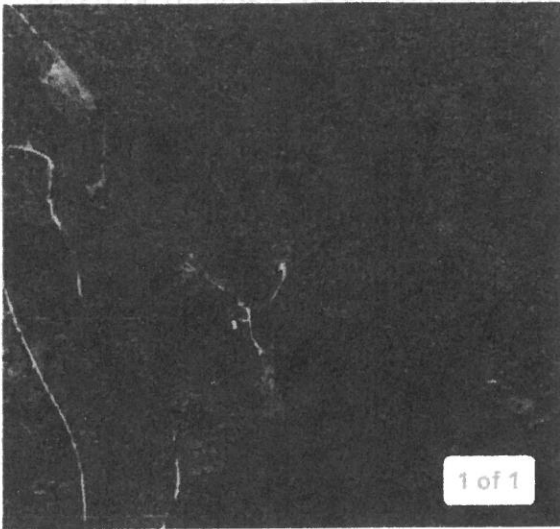
Real Value Comments: REMOVED 2% FUNC DEPREC
Homestead Comments: REMOVED 2% FUNC DEPREC
House site Comments: REMOVED 2 % DEPREC

If you wish to file a grievance, you must file in writing within 14 days of this notice. E-mail is acceptable. Grievance hearings will be held as needed on May 25, 2022 from 9AM to Noon.

John Tiffany, NEMRC Assessor
Sally Bohl, Assessor Clerk 802-694-1361 or stamfordvtlisters@gmail.com

* A homestead is the principal dwelling improvements and land owned and occupied by a Vermont resident individual as the individual's domicile. A homestead does not include buildings or improvements detached from the home and used for business or rental purposes. A housesite is that portion of a homestead that includes the principal dwelling and as much of the land surrounding the dwelling as is reasonable necessary for use of the dwelling as a home, but in no event more than two acres per dwelling unit.

32 V.S.A. § 4111(g) A person who feels aggrieved by the action of the listers and desires to be heard by them, shall, on or before the day of the grievance meeting, file with them his or her objections in writing and may appear at such grievance meeting in person or by his or her agents or attorneys. No grievance shall be allowed for a change solely to reflect a new use value set by the current use advisory board or the adjustment of that value by the common level of appraisal. Upon the hearing of such grievance, the parties thereto may submit such documentary or sworn evidence as shall be pertinent thereto.



-- bd | -- ba | -- sqft

1066 Old County Rd, Stamford, VT 05352

Off market | Zestimate®: **\$257,300**

Rent Zestimate®: **\$1,348**

Est. refi payment: \$1,539/mo

\$ Refinance your loan

Home value | Owner tools | Home detail



Tap into your home's equity

Zillow makes it simple to find a lender for a cash-out refinance.

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Do you own this home?

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3.92ac

@ 94% complete = \$241,900 +/-

Home value

It looks like this property has **missing facts**, which can affect the accuracy of home value estimates.

Is this your home? [Claim it](#) and update home facts!

Zestimate

\$257,300

Zestimate range

\$201,000 - \$314,000

Last 30-day change

+ \$5,200 (+2.1%)

Zestimate per sqft

Unavailable

Zestimate history & details

Estimated net proceeds

\$230,723

Est. selling price of your home

\$

Est. remaining mortgage

Help

\$

Est. prep & repair costs

Help

\$6,000

Est. closing costs

Help

\$20,577

Est. total selling costs (10%)\$26,577


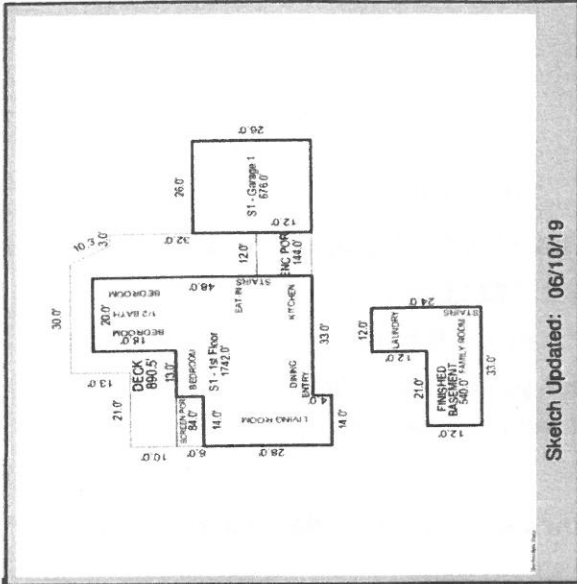
All calculations are estimates and provided for informational purposes only. Actual amounts may vary.

Owner Information
 Parcel 00SH10009L000
 Owner ROBARE BRUCE ET ALS
 C/O ROBARE EDWARD C
 289 MAIN ROAD
 STAMFORD, VT 05352
 Location 289 MAIN ROAD
 Descr: 1.78 ACRES / HOUSE / BLDG

Parcel Value Information
 Land Value 34,700 Homestead 236,700
 Dwelling Value 187,000 Housesite 236,700
 Site Imprmnt 15,000
 Outbuildings 0
 Misc. Adj. 0
 Total 236,700

Parcel Information
 Tax Map # NBHD 10
 Span 609-191-10576 Acres 1.78
 Status A - Active Last Update 05/07/21

Sales Information
 Book / /
 Page 0

| LAND | CALC | Site | LAND | Bldg Lot | AREA | GRADE | 1.78 | AREA | 1.20 | FRONTAGE | 0.00 |
|-----------------|-------------|------|------------|----------|-------------|---------|-------------|---------|-------------|----------|------|
| BUILDING | Total Rooms | 6 | Year Built | 0 | Building SF | 2282 | Energy Adj | Good | Roughins | 1 | |
| 1 | Bedrooms | 3 | Effect Age | 0 | Quality | 3.50 | Bsmt Wall | Conc 8" | Plumb Fixt | 8 | |
| | Full Baths | 1 | Condition | Avg/Good | Style | 1 Story | Bsmt SF | 1184.00 | Fireplaces | 0 | |
| | Half Baths | 1 | Phys Depr | 11 | Design | Ranch | Bsmt Fin | Rec | Porch | 1119 | |
| | Kitchens | 1 | Funct Depr | 0 | Bldg Type | Single | Bsmt Fin SF | 540 | Gar/Shed | 676 | |
| | | | Econ Depr | 0 | | | | | % Complete: | 100 | |

NOTES
 2021 Acreage @ GIS map 1.75 to 1.78
 LAND: SOME OPEN, MOSTLY WOODED, SLOPES UP
 LOC: \XPHY\1.XHTR\1.2=1.20

4/18/2022 SALE



3 bd | 2 ba | 2,282 sqft

289 Main Rd, Stamford, VT 05352

Sold: \$220,000 | Sold on 04/18/22

Zestimate®: **\$221,400**

Est. refi payment: \$1,382/mo

🇺🇸 Refinance your loan

Home value | Owner tools | Home detail

See today's
rates

Overview

Country location less than 10 minutes from North Adams just over the Vermont border in Stamford. 1-Owner ranch home with 3 bedrooms, 1 1/2 baths, the half bath is a jack and jill between 2 bedrooms! Large living room with fireplace and sliders out to expansive wrap-around deck overlooking open space and scenic

Read more

1953 construction

1.75 ACRES

3 bed 1.5 baths

on market when sold

Owner Information
 Parcel 00ALP00380000
 Owner DELORENZO ANTHONY LEONARD

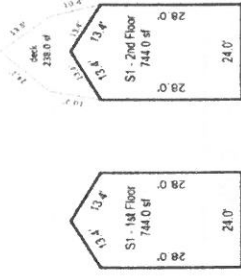
667 BERGRUCKEN LANE
 STAMFORD, VT 05352

Location 667 BERGRUCKEN LANE
Descr: 2.20 ACRES / LOT 379 / 380 HOUSE

Parcel Information
 Tax Map # NBHD 3
 Span 609-191-10732 Acres 2.20
 Status A - Active Last Update 01/11/22

Sales Information
 Book 94 Sale Date 01/19/21
 Page 84 Sale Price 156,000

Parcel Value Information
 Land Value 12,600 Homestead 113,000
 Dwelling Value 86,700 Housesite 112,300
 Site Imprvmt 13,000
 Outbuildings 700
 Misc. Adj. 0
 Total 113,000



Sketch Updated: 08/30/21

| LAND | CALC | Site | LAND | Bldg Lot | AREA | GRADE | 2.00 | FRONTAGE | 0.00 |
|---------|------|-------|------|----------|------|-------|------|----------|------|
| Acreage | | Total | | 0.20 | | 0.85 | | 0.00 | |

| BUILDING | Total Rooms | 8 | Year Built | 0 | Building SF | 1488 | Energy Adj | Average | Roughins |
|----------|-------------|---|------------|------|-------------|---------|-------------|---------|------------|
| 1 | Bedrooms | 4 | Effect Age | 0 | Quality | 2.50 | Bsmt Wall | Blk 8" | Plumb Fixt |
| | Full Baths | 2 | Condition | Fair | Style | 2 Story | Bsmt SF | 744.00 | Fireplaces |
| | Half Baths | 0 | Phys Depr | 5 | Design | Chalet | Bsmt Fin | No Data | Porch |
| | Kitchens | 1 | Funct Depr | 0 | Bldg Type | Single | Bsmt Fin SF | 0 | Gar/Shed |
| | Econ Depr | | 0 | | % Complete: | | 100 | | |

NOTES
 LAND: SLOPES BELOW GRADE WOODED
 LOC/.3XPHY/.9XFRT/.95=.85
 PHY/1.1XFRT/1.2=1.32 SITE

Owner Information

Parcel 00ALP00181000
 Owner FLYNN MARK E
 FLYNN CORINNE E
 7 EDGEWATER DRIVE
 NORTON, MA 02766-2120
 Location 931 OBERDORF ROAD
 Descr: 1 ACRE / LOT 181 HOUSE

Parcel Information

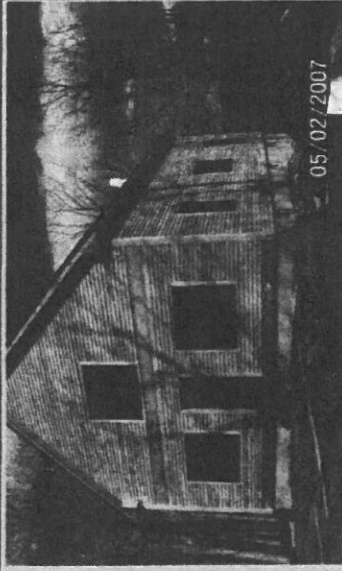
Tax Map # NBHD 3
 Span 609-191-10770 Acres 1.00
 Status A - Active Last Update 04/01/22

Sales Information

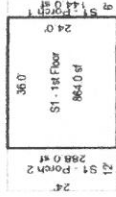
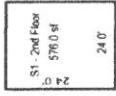
Book 94 Sale Date 12/21/20
 Page 11 Sale Price 156,750

Parcel Value Information

Land Value 9,900 Homestead 123,300
 Dwelling Value 100,600 Housesite 123,300
 Site Imprvmt 12,800
 Outbuildings 0
 Misc. Adj. 0
 Total 123,300



05/02/2007



Sketch Updated: 03/31/22

LAND CALC Site LAND Bldg Lot AREA GRADE FRONTAGE

| LAND | CALC | Site | LAND | Bldg Lot | AREA | GRADE | FRONTAGE |
|------|------|------|------|----------|------|-------|----------|
| | | | | 1.32 | 0.00 | | |

| BUILDING | Total Rooms | 5 | Year Built | 2006 | Building SF | 1440 | Energy Adj | Good | Roughins | 0 |
|----------|-------------|---|------------|---------|-------------|-----------|-------------|-------------|------------|-----|
| 1 | Bedrooms | 2 | Effect Age | 1 | Quality | 3.00 | Bsmt Wall | Conc 8" | Plumb Fixt | 5 |
| | Full Baths | 1 | Condition | Average | Style | 1 Story | Bsmt SF | 864.00 | Fireplaces | 0 |
| | Half Baths | 0 | Phys Depr | 6 | Design | One Story | Bsmt Fin | UnFinsh | Porch | 432 |
| | Kitchens | 0 | Funct Depr | 0 | Bldg Type | Single | Bsmt Fin SF | 0 | Gar/Shed | 0 |
| | | | Econ Depr | 0 | | | | % Complete: | | 100 |

NOTES 20220331 Added cov. porc & deck

Stamford – Grievance Hearing 5/25/2022

Parcel ID - 00PR11005L001

Champagne

Requested a tax abatement.

Presented a statement mostly complaining about increased taxes. Noted she researched Zillow and Realtor.com for values on similar properties, but presented no actual sales / comps. Wants value at \$150,000

Decision, based on presented information, is to deny any change of value.

91/332

**MAINTENANCE AND USE AGREEMENT FOR
OLD COUNTY ROAD RIGHT-OF-WAY**

Robert and Debra Burchard ("Burchards"), and Joseph and Carol Fachini ("Fachinis") and Laura Champagne ("Champagne") (collectively referred to as "Defendants") agree to the terms set forth below for a Road Maintenance Agreement that will govern the maintenance and repair of the right-of-way, also known as the "Old County Road" (hereinafter "ROW"), which is owned by Burchards and passes through property owned by Burchards and which extends from the Mill Road to the Fachinis and Champagne properties. It is the desire of all parties to this Agreement that the parties shall work together to discuss issues involving the ROW that may arise from time to time and to discuss maintenance and repair issues in advance of work being carried out, when possible, and to work together to address such issues to minimize costs.

1. Obligations binding on parties and parcels. This Agreement shall be binding on each of the parties and on their heirs, successors and assigns, transferees, executors and administrators and shall bind and run with the land, and shall be binding on all persons or entities that may purchase all or a portion of the property now owned by any party to this Agreement, in which case such persons and entities shall be deemed "parties" for purposes of this Agreement.
2. Obligations binding on transferees of subdivided and separate parcels. In the event any of the parties shall further subdivide their property and convey one or more subdivided parcels to third-parties, each new parcel created and conveyed shall be bound by this Agreement, and the owners thereof shall pay a pro-rata share of the ROW maintenance costs as defined below, and in the event the Burchards or Fachinis sell or convey to a third party the subdivided lot now owned by Fachinis but not yet developed, and the former lot owned by Beth Miles that is now owned by the Burchards that is not yet developed, such subdivided parcels and any person or entity to whom the undeveloped parcels are conveyed shall be bound by this Agreement and participate on a per parcel basis in the ROW maintenance costs as described below.
3. Division and Sharing of ROW Maintenance Costs.

- a. Each parcel now owned by Burchards or Fachinis or Champagne and any additional parcels created from any of said parcels and conveyed to a third party or entity shall be liable for a prorated share of the ROW maintenance costs, with the applicable share determined by dividing each parcel by the total number of parcels owned by separate parties. For illustration, currently for purposes of calculating the percentage share owed by each party, Burchards own two parcels and Fachinis own two parcels but so long as the separate parcels owned by each remain in their current common ownership by Burchards and Fachinis, respectively, such parcels shall be counted as only one for purposes of determining the share of costs owed by the owners of each. Thus, as of the date of signing of this Agreement, there are three owners, Burchards, Fachinis and Champagne, each of which is liable for one-third of the costs incurred for maintenance and repair of the ROW as described in greater detail below.
- b. Burchards, Fachinis and Champagne agree to pay a one-time only initial fee of \$3,500 each for a total of \$10,500 to bring the driveway up to road maintenance standards (with the work performed by contractor Berard). After the \$10,500 is paid, if for any reason the cost exceeds this initial payment due to increased charges by the contractor, each of Burchards, Fachinis and Champagne shall pay one-third of the amount by which the project charges exceed \$10,500.
- c. All parties agree that in the event further road maintenance is needed, all parties will discuss and seek agreement on the maintenance work to be done and the cost; but if the parties cannot agree on the further work to be done or the cost, then the issue shall be submitted to binding arbitration with the issue to be arbitrated being whether the further maintenance work is reasonably necessary to maintain the ROW in a safe and passable condition consistent with applicable standards for a private shared ROW. The arbitrator's decision shall be binding on the parties. If any party believes that immediate maintenance is required for safety and safe passage reasons

91 | 334

and if one or more other parties disagree and will not approve the proposed work, then the further work may be done at the initial sole expense of the party believing it to be reasonably necessary and the work and the cost shall be submitted to an arbitrator to determine whether the work was reasonably necessary and to determine the portion, whether all or less, of the cost was reasonable. Any costs determined by the arbitrator to be reasonable shall be shared by the parties in proportion to their percentage interests, currently one-third each

4. If Fachinis or Burchards sell or convey their separate undeveloped parcel to a third person or entity, then each separate parcel so sold shall be liable for its proportionate share and the owners thereof shall each become liable for their calculated share of the ROW maintenance costs – which will be one-quarter, if only one additional lot is sold or will be one-fifth if each party sells their current separate lot thereby bringing the total lots sharing the costs incurred under this ROW agreement to five.
5. Plowing by Defendants. For so long as Defendants are willing and able to plow snow from the ROW, Defendants may do so at their sole expense without contribution from Burchards, but Burchards shall have the right to further plow, at Burchards sole expense, if they be so advised.
6. Plowing by Burchards. For so long as Burchards are willing and able to plow all or any portion of the ROW, Burchards may do so at their sole expense without contributions from other Defendants.
7. Discretionary Plowing. Either party may plow additional stretches of the ROW, in their sole discretion without contribution from the other parties; but if new snow of more than 2.5 inches is left unplowed for more than 24 hours, along the stretch of the ROW between the turn-off to the Burchard's new home site and the Defendants' property, then Burchards may take reasonable measures to plow that stretch and may seek contribution from Defendants for Defendants' share of any out-of-pocket costs incurred by Burchards. Similarly, if new snow of more than 2.5 inches is left unplowed for more than 24 hours, along the stretch of the

ROW between the town highway and the turn-off to the Burchards' new home site, Defendants may plow that stretch and may seek contribution from Burchards for Burchards' share of any out-of-pocket costs incurred by Defendants.

8. Sanding by Burchards. Burchards shall sand the ROW as needed to maintain a safe and passable ROW at a charge of \$50.00 per sanding plus cost of sand, and each landowner shall be liable for their prorated share of the sanding charges; but any sanding beyond five for the season shall be the Burchards' sole expense. Burchards have been advised by the town manager that town sand is not available for free by the truckload, but if sand does become available by the truckload free of charge from the Town of Stamford, then Bob shall use it. If a dispute arises over the necessity or cost of a sanding, it shall be submitted to arbitration pursuant to this agreement.
9. Gravel, Grading, Maintenance and Repairs. Subsequent to the initial repair and maintenance work described in paragraph 3 of this Agreement, the parties shall discuss any need for gravel, grading, maintenance or repairs deemed necessary by any party. If the parties are unable to agree on the work deemed necessary, the issue shall be submitted to arbitration for decision as to whether the proposed gravel, grading, maintenance and repair work is reasonably necessary to ensure a ROW that is in reasonably safe and passable condition. For any work performed, the party arranging the work shall provide the other parties with a copy of the estimate for the work to be completed and a copy of all invoices for the work performed along with proof of payment.
10. Shared Cost of ROW Maintenance. The cost of ROW maintenance including, but not limited to, such maintenance and repair work as ditching, trimming, repairing and replacing or adding culverts, adding new gravel and the like shall be discussed prior to any work performed whether it be performed by the parties themselves or by contractors. If the parties are not in agreement, the issue and proposed work and costs shall be submitted to arbitration to decide

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whether the proposed work and costs are reasonably necessary to maintain the ROW in safe and passable condition.

11. Liability Insurance. All parties to this agreement who will be sanding or plowing or engaging in any ROW maintenance or repair shall provide confirmation to all other parties, within 60 days of execution, that any future liability to a third party resulting from plowing, sanding, grading, maintenance or upkeep of the ROW shall be covered by that party's homeowners or automobile liability or other insurance policy with a One Million Dollar liability limit and each shall provide a copy of the policy to all other parties.
12. Burchards' Responsibility for Maintaining ROW. Burchards, as owners of the ROW, shall have ultimate responsibility for ensuring that the ROW is properly maintained and for engaging contractors for any maintenance work that Burchards elect not to perform themselves. For contracted work, Burchards shall give the Defendants at least two weeks advance notice of the work planned and the estimated cost. If the parties are not in agreement regarding the work to be done and the costs, the issue shall be presented to arbitration, but Burchards retain the right to have the repairs and maintenance work completed at the Burchards' initial cost, including work performed prior to the notice period, if such work is needed on an emergency basis, subject to any reimbursement from the other parties that the arbitrator may direct.
13. Terms for Use of ROW. All parties using the ROW shall ensure that their use does not unreasonably interfere with the use of the other parties, and parties using the ROW shall ensure that any unreasonable damage caused by their use is immediately repaired, at their sole expense, and that the ROW is returned to the condition it was in before that damage occurred.
14. Compliance with Local, State and Federal Regulations and Laws. All parties to this Agreement and any successors or assigns shall comply with all local, state and federal laws, including statutes governing the use of all-terrain vehicles (ATVs), dirt bikes, and horses, and Defendants shall notify Burchards if any guests or invitees of Defendants will be using such vehicles, bikes or horses and

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shall identify the persons and specify the times during which such persons will be using such vehicles, bikes or horses. No persons other than the parties and their guests and invitees shall be permitted to make such use of the ROW. If use of the ROW by such vehicles, bikes or horses causes damage to the ROW, the party responsible for the use shall repair the damage at the party's sole expense.

15. Enforcement of Agreement and Lien for Payment Obligation Arising Under Agreement. If any party files a court action to enforce this Agreement, the substantially prevailing party in any such action shall be entitled to recover costs and attorneys fees. Further, any payment obligation created in this Agreement shall be a lien against the property of the obligated party. If the obligation remains unpaid for more than 60 days, any party owed a reimbursement or payment may enforce this Agreement through a court action seeking payment, and the substantially prevailing party shall be entitled to recover costs and attorneys fees.
16. Waiver of Past Claims and Mutual Releases. In consideration of completing this Agreement going forward, the parties hereby each waive any claim any party may have against another party for injuries or damages of any kind, including a waiver of claims for past labor and contractor costs, materials, equipment costs and other expenses incurred in maintaining and repairing the ROW prior to the date of this Agreement, and each party hereby releases the other parties from any claims that heretofore may have existed or which could have been asserted with respect to the costs of repairing or maintaining the road or for damages or injuries sustained in connection with the use of the road.
17. Notwithstanding the above terms and provisions, at any time in the future that Defendants, their heirs, executors, administrators, successors, assigns and transferees may decide, Defendants may develop a separate access to their properties that will not cross over or across land of Burchards, and Defendants shall then relinquish their deeded easement rights and their right to the benefit and use of the ROW by conveying to Burchards, their heirs, executors,

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administrators, successors, assigns and transferees by quitclaim deeds all of Defendants' beneficial rights and interests in the ROW easement; provided, however, that any existing utility easements now benefiting Defendants' properties shall remain in place and will not be affected or impaired by the Defendants' relinquishment of their beneficial right to the ROW of their right to use and travel over the ROW. Upon such conveyance, Defendants, their heirs, executors, administrators, successors, assigns and transferees shall no longer be subject to the terms of this Agreement and shall have no further obligation to Burchards for any future costs or liabilities associated with the maintenance, repair and use of the ROW from on or after the relinquishment of said beneficial interests.

18. **ACKNOWLEDGMENT OF ARBITRATION.** The parties hereto understand that this Agreement contains provisions mandating arbitration by a third party of disagreements that may arise from time to time under specific paragraphs. After signing this document, we understand that we will not be able to bring a lawsuit concerning any dispute that may arise which is covered by the arbitration provisions of this Agreement, unless it involves a question of constitutional or civil rights or unless petition to the court is otherwise provided for in this Agreement. Instead, we agree to submit any such dispute to an impartial arbitrator as provided for in this Agreement, and the costs of arbitration shall be borne by the parties in the same percentages that the parties share the cost of the ROW maintenance and repair costs, except that if the Burchards request arbitration for work they've performed or had performed without agreement and consent from Defendants, and the arbitrator ultimately concludes that work was unnecessary, Burchards shall be solely responsible for the costs of arbitration.

Dated 5-23-2019


Robert Burchard

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Dated 5-23-2019

Debra Burchard
Debra Burchard

Dated 5-22-19

Joseph Fachini Jr
Joseph Fachini

Dated 5-22-19

Carol Fachini
Carol Fachini

Dated 5-22-19

Laura Champagne
Laura Champagne

APPROVED AS TO FORM

P. Scott McGee

P. Scott McGee, Esq.,
Attorney for Burchards

Michael Munson

Michael Munson, Esq.,
Attorney for Fachinis and Champagne

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5/22/2019 4:15 PM

Received for record on June 5, 2019 at 9:00 am

A true copy, Attest:

Lori A. Shepard

Lori A. Shepard, Town Clerk