

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS**

ALAN DIPIETRO,

Plaintiff,

v.

TOWN OF BOLTON,

Defendant.

Civil Action No. 4:23-cv-40004-MRG

**PLAINTIFF'S RESPONSE TO DEFENDANT'S
MOTION FOR SUMMARY JUDGMENT**

In its motion for summary judgment, the Town of Bolton seeks to use recent amendments made to M.G.L. c. 60 by the Acts of 2024 to shield it from the consequences of its unconstitutional and unjust taking of Alan DiPietro's property. However, the Town has not met its burden to prove why its belated and partial compliance with the recently amended tax foreclosure statute would justify a judgment in its favor on Mr. DiPietro's constitutional claims. Nor has it demonstrated the absence of genuine disputes over material facts. Given these significant unresolved issues, the Court should deny the Town's motion and allow discovery to proceed, ensuring a thorough examination of the numerous contested facts central to this case.

BACKGROUND

In 2014, Mr. Alan DiPietro, an alpaca farmer and independent businessman, purchased property with land located in Bolton and Stow, Massachusetts, for \$160,000. DiPietro Decl. at 1. The land consists of five parcels (34 acres) located on

Teele Road in Bolton and Maple Street in Stow. *Id.* After suffering through divorce and personal bankruptcy, Mr. DiPietro moved onto the land in 2016. *Id.* Believing the property to be suited to agricultural use under state law, he erected some rustic wooden fencing, mowed existing fields, and assembled small structures such as a shed. *Id.* Unfortunately, he soon found himself falling behind on property taxes and unable to pay his outstanding debts. *Id.* To avoid foreclosure, Mr. DiPietro sought to sell portions of the property and use the revenue to pay off his debts. *Id.* at 2. To sell the first parcel, he sought a variance from the Town and attempted to secure an Order of Conditions from the Bolton Conservation Commission which would help make the property suitable for potential residential projects. *Id.*

After receiving the variance, Mr. DiPietro filed a Notice of Intent with the Bolton Conservation Commission with the hope of receiving an Order of Conditions. *Id.* But before Mr. DiPietro could receive the Order of Conditions necessary for him to render his property suitable for sale, the towns of Bolton and Stow jointly filed a lawsuit against Mr. DiPietro in the Massachusetts Superior Court alleging that his improvements to the property were in violation of state environmental protection policies. *Id.* This further depressed Mr. DiPietro's financial condition, and he was unable to hire counsel to represent him in the lawsuit. *Id.*

He was served with process in the superior court action by the leaving of summons taped to his mailbox at 201 Maple Street, Stow, Massachusetts 01775. However, the Stow Town Clerk requested that the Town's postmaster stop delivering mail to Mr. DiPietro at the property. *Id.* The result was that, after the court resolved

pending motions, Mr. DiPietro never received notice of the deadline for him to answer the complaint. *Id.* Predictably, Mr. DiPietro failed to meet the response deadline, and the court issued a default judgment against him ordering him to pay damages to Bolton and Stow. *Id.*

While the superior court case was ongoing, Bolton issued tax taking titles for the property. In total, the tax liens totaled \$6,116.80. Def. Statement of Material Facts, Doc. 73 at 1. With no legal representation and growing debts, Mr. DiPietro made every effort to clear his obligations. He applied for and was granted an order of conditions from the Bolton Conservation Commission on March 6, 2018, authorizing residential construction on one of the property's lots. *Id.*; Polk Decl. at 1, Ex. A. However, despite authorizing construction with one hand, the Commission effectively took away that authorization with the other by withholding issuance of concomitant a wetlands bylaw permit on the sole ground that he was delinquent on his property taxes. DiPietro Decl. at 2. Further, Town officials spoke with potential buyers and discouraged them from proceeding with the purchase due to the environmental and tax delinquency issues. *Id.*; *see, e.g.*, Polk Decl., Doc. 69-1, Ex. A at 1–5, Ex. B. at 41, 77. Because of the Town's actions, Mr. DiPietro was unable to sell the property despite receiving several oral and written offers from interested buyers. Offers ranged from \$145,000 for a single parcel, worth at least \$200,000, to an offer of \$510,000 for lots 2 through 5. DiPietro Decl. at 2, Ex. A.

The Town blocked every other attempt to generate revenue on the property and clear the tax debt.¹ Mr. DiPietro sought and received a license to grow and sell industrial hemp on the property. But *prior* to foreclosure, Town officials reached out to the state Agricultural Commission to have Mr. DiPietro's hemp license revoked. *See, e.g.*, Doc. 69-1, Ex. B at 56–75. Bolton officials even attempted to have the hemp license for the *Stow* property revoked. *Id.* Mr. DiPietro proposed a cutting plan to the Massachusetts Department of Conservation and Recreation but the Town reached out to the Department to oppose the cutting plan and the Department explicitly denied Mr. DiPietro's at the behest of the Town. *See, e.g.*, Doc. 69-1, Ex. B at 42–56.

On December 14, 2021, the Land Court issued a judgment against Mr. DiPietro foreclosing his right to redeem the property. Doc. 73 at 3. Mr. DiPietro filed this lawsuit against the Town of Bolton on January 10, 2023, seeking relief under the U.S. Constitution and the Massachusetts Declaration of Rights. Doc. 1. In particular, he alleges that the Town violated the Fifth Amendment, the Eight Amendment, and state constitutional provisions guaranteeing the right to reasonable compensation, the right to be free from excessive fines, and the right of equal taxation. In addition to the constitutional claims, Mr. DiPietro also alleges that the Town was unjustly enriched at his expense under state equitable principles. There are many material facts in dispute for each of these claims.

¹ The Town notes that it disputes these allegations, which, by themselves present an issue of material fact in genuine dispute. Doc. 72 at 10, n.4.

LEGAL STANDARD

Under Fed. R. Civ. P. 56, the Court must determine if any genuine issues of material fact exist and whether the moving party is entitled to judgment as a matter of law. *See Borges ex rel. S.M.B.W. v. Serrano-Isern*, 605 F.3d 1, 4 (1st Cir. 2010). To assess if a factual issue is genuine, the Court reviews the record and draws all reasonable inferences in favor of the non-moving party. *Houlton Citizens' Coal. v. Town of Houlton*, 175 F.3d 178, 183–84 (1st Cir. 1999). A fact is considered material if it could influence the outcome of the case. *Martinez v. Colon*, 54 F.3d 980, 984 (1st Cir. 1995). The burden rests on the moving party to show the absence of any genuine issue of material fact. *Id.*

ARGUMENT

I. Massachusetts's Recently Amended Tax Foreclosure Statute Does Not Rescue the Town from Takings Liability in this Case

The Town asserts that it cannot be held liable for violating Mr. DiPietro's Fifth Amendment right to just compensation if it now attempts to partially comply with recent amendments to the Massachusetts tax foreclosure statute (hereinafter "Reforms"). Doc. 72 at 6. The Reforms created a state court process to pay former owners like Mr. DiPietro for the surplus value of foreclosed property. M.G.L. c. 60, as amended by the Acts of 2024. The Town argues that where a statute creates a "new right" and a remedy for enforcing the right, a person may only enforce that right through the statutory process. Doc. 72 at 6. But Mr. DiPietro does not claim a "new right"; he seeks vindication of the longstanding, fundamental right to just compensation for the taking of his property protected by the Fifth Amendment to the

U.S. Constitution and the analogue provision in the Massachusetts Declaration of Rights. *Tyler v. Hennepin Cnty.*, 598 U.S. 631 (2023) (tracing ancient roots of the right at issue here). The Town has not explained how belated, partial compliance with the Reforms would satisfy Mr. DiPietro's Fifth Amendment claim for just compensation. In fact, it failed to mention "just compensation" altogether, merely assuming—without any factual or evidentiary basis—that the new state procedures moot Mr. DiPietro's claim. They do not.

Furthermore, the Town urges the Court to avoid determining whether it should be liable for an unconstitutional taking. Doc. 72 at 8–9. The Town's liability for the taking and the amount of compensation owed remain genuine disputes of law and material fact, precluding the Town from establishing entitlement to judgment as a matter of law. *Borges*, 605 F.3d at 4. Even assuming *arguendo* that the amended statute provides adequate just compensation for the taking of Mr. DiPietro's property, it fails to fully vindicate Mr. DiPietro's right to have the constitutional violation acknowledged by the Court and vindicated through declaratory judgment. Mr. DiPietro is entitled to a judgment that the government violated his constitutional rights by taking more than what he owed. Accordingly, this Court should deny the Town's motion.

A. A state procedure cannot preclude Mr. DiPietro's takings claim

The Town asserts that compliance with the Reforms will moot Mr. DiPietro's claims. Doc. 72 at 8. The Town apparently assumes, *ipse dixit*, that whatever compensation paid to Mr. DiPietro by following the Reforms would necessarily satisfy

the federal and state constitutions’ just compensation mandates. *Id.* But even if the Town’s prediction were correct (something that is impossible to determine at this stage), compliance with the Reforms cannot defeat Mr. DiPietro’s claims seeking vindication of his constitutional right to just compensation. Late payment of just compensation does not erase the fact an unconstitutional taking occurred. *Knick v. Twp. of Scott*, 588 U.S. 180, 193 (2019) (“A bank robber might give the loot back, but he still robbed the bank.”). Providing a “subsequent compensation remedy for a taking without compensation no more means there never was a constitutional violation in the first place than the availability of a damages action renders negligent conduct compliant with the duty of care.” *Id.* In other words, even if the Town writes Mr. DiPietro a check tomorrow that would offer full compensation for the constitutional violations, he would still be entitled to a judgment by this Court that his rights were violated, and consequently, receive “prevailing party” status for purposes of 42 U.S.C. Section 1983 and awarding appropriate attorney fees and costs under Section 1988. *See Farrar v. Hobby*, 506 U.S. 103, 112 (1992) (“We therefore hold that a plaintiff who wins nominal damages is a prevailing party under § 1988.”); *Uzuegbunam v. Preczewski*, 141 S. Ct. 792, 797 (2021) (constitutional claim is not moot where government changes its rules to comply with constitution in the future, but plaintiff seeks vindication of a past violation through claim for nominal damages).

Mr. DiPietro may vindicate his Fifth Amendment rights in federal court regardless of the changed state procedures. *Knick*, 588 U.S. at 185 (“A property owner has an actionable Fifth Amendment takings claim when the government takes his

property without paying for it.”). As the Supreme Court has made clear, it does not matter “what sort of procedures the government puts in place to remedy a taking, a property owner has a Fifth Amendment entitlement to compensation as soon as the government takes his property without paying for it.” *Id.* at 191 (The “general rule” is that plaintiffs may bring constitutional claims under § 1983 “without first bringing any sort of state lawsuit, even when state court actions addressing the underlying behavior are available.”) (citations omitted). The Massachusetts Supreme Judicial Court has likewise explicitly condemned efforts to make procedural steps a stand-in for reasonable compensation. *See Haverhill Bridge Proprietors v. Essex Cnty. Comm’rs*, 103 Mass. 120, 124–25 (1869) (“If this statute . . . instead of providing for payment gives only a right of action against [the government] for a substantial portion of the damages assessed . . . there would be force in the objection . . . on constitutional grounds.”).

Mr. DiPietro properly filed his claim to just compensation when the government took absolute title to his property upon foreclosure of his right to redeem on December 14, 2021. The Town responded to this lawsuit by announcing its intent not to pay Mr. DiPietro anything for his equity and to keep any money that it might later realize by selling his property. Polk Decl. at 1, Ex. B at 6–7. On the facts established by the Town’s own admission here, the taking was complete when the Town took Mr. DiPietro’s title without compensation for its excess value. *See id.* Mr. DiPietro is entitled to pursue his claim for just compensation here, regardless of any new state court remedy now available.

B. The statute supports Mr. DiPietro's takings claim; it does not undermine his claim

To the extent that the Reform statute applies to Mr. DiPietro's takings claim, it supports his argument that "just compensation" is the value of the property at the time of foreclosure in 2021, minus Mr. DiPietro's tax debt to the town. *See infra* Section II. The Reforms provide only two options for the government to compensate the owner for the surplus value of the property: through a prompt sale and a refund of the surplus proceeds, or by calculating fair market value *at the time of foreclosure*, and subtracting the debt. To pay compensation by a sale, a municipality "*shall, not later than 180 days* after the final judgment of the land court, list the property for sale with a real estate agent or broker." M.G.L. c. 60, 64A(c)(1) (emphasis added). But the statute employs a more forgiving deadline for determining compensation through appraisal: the government must only use "reasonable best efforts" to appraise the property within 120 days of foreclosure for the "highest and best use of the property *as of the date of the final judgment of foreclosure.*" M.G.L. c. 60, § 64(b).

These remedies aim to fulfill the just compensation requirement. The strict timeline for listing a property for sale reflects a legislative intent to ensure that the sale price captures adequate "just compensation." Although some appraisals may be delayed, the statute still mandates that fair market value be calculated from the time of foreclosure to approximate "just compensation." Thus, the statute actually supports, rather than undermines, Mr. DiPietro's theory of just compensation as explained more below. *Cf. Tennessee Gas Pipeline Co., LLC v. Permanent Easement for 7.053 Acres*, 931 F.3d 237, 244 (3d Cir. 2019) (observing that courts may consider

state law in determining ‘just compensation’ when it enhances the amount of compensation).

II. There Are Genuine Disputes of Material Fact Related to Mr. DiPietro’s Claims for Just Compensation

A. The amount owed to Mr. DiPietro is in dispute

The government may not take property without timely paying just compensation. *United States v. Reynolds*, 397 U.S. 14, 16 (1970). If the government takes tax delinquent property worth more than the tax debt, it commits a taking under the Fifth Amendment and must pay just compensation for the property’s surplus value. *Tyler*, 598 U.S. at 639. A timely sale around the time of the foreclosure may generate surplus proceeds sufficient to satisfy just compensation. *Id.*; *Freed v. Thomas*, 81 F.4th 655 (6th Cir. 2023). But, when the government fails to make a timely sale, the former owner is entitled to a payment of money sufficient to satisfy the Fifth Amendment’s compensation requirements. *Hall v. Meisner*, 51 F.4th 185 (6th Cir. 2022).

Here, Mr. DiPietro’s complaint presents a genuine dispute of fact regarding how much he is owed to satisfy the Fifth Amendment’s Just Compensation requirement. This is not a “theoretical dispute” as the Town suggests. Doc. 72 at 8. Rather, it relies on a potentially complex analysis of fair market value of the property at the time of the taking. *Almota Farmers Elevator & Warehouse Co. v. United States*, 409 U.S. 470, 473–74 (1973) (“ [T]he owner is entitled to the fair market value of his property at the time of the taking . . . [a]nd this value is normally to be ascertained from ‘what a willing buyer would pay in case to a willing seller.’”) (citations omitted);

United States v. 125.2 Acres of Land, More or Less, Situated In Town & Cnty. of Nantucket, 732 F.2d 239, 244 (1st Cir. 1984); *see also Skyline Homes, Inc. v. Commonwealth*, 362 Mass. 684 (1972) (recognizing that just compensation can include the potential uses of land even if a use was legally prohibited at the time of taking as long as there was a reasonable prospect that the prohibition would be removed in the future). The Town seeks to avoid a determination of fair market value even though it is the Court's *primary duty* in a claim for just compensation to establish what is owed to the property owner. *See United States v. Commodities Trading Corp.*, 339 U.S. 121, 124 (1950).

The time of the taking here is when foreclosure transferred absolute title to the Town. *Hall*, 51 F.4th at 196 (holding that the “event” of the taking “was the County’s taking of ‘absolute title’ to the plaintiff’s homes”). Fair market value is typically established in Massachusetts and federal courts by expert appraisals of the property at the time of the taking—taking into account reasonable expectations regarding zoning, permitting, and other issues. *See, e.g., Correia v. New Bedford Redevelopment Auth.*, 375 Mass. 360 (1978). Plaintiff has presented limited evidence of the property’s value around the time of foreclosure, DiPietro Decl., Ex. A. The Town has provided no rebutting evidence at this time. However, discovery is ongoing and the parties have not yet exchanged expert disclosures. Plaintiff has hired an expert real estate appraiser and will present expert disclosures when they are due under the case scheduling order and subsequent deadline extensions.

B. The Town's belated, partial compliance with the Amended Foreclosure Statute will not satisfy just compensation

Contrary to the Town's assertions, there is no reason to believe that Mr. DiPietro will receive what he is owed through the Town's belated, partial compliance with the Reforms. There is a genuine dispute as to the material fact of how much the property was worth at the time of the taking in December 2021, and thus, how much Mr. DiPietro is owed. Mr. DiPietro disputes that the present-day sale of the property under the terms the Town set forth would constitute an adequate remedy for his loss of property. The status of the property may have substantially changed since foreclosure. For example, under a recent amendment to the Town's wetlands bylaws, there is a presumption in degraded and previously developed "Riverfront Areas" that impose an additional 40-foot zone where development will not be allowed. Polk Decl. at 2, Ex. C. According to the Town's environmental litigation, there are wetlands subject to the wetlands bylaws on the property, thus, this post-foreclosure change may have significantly altered the value of the property. *Id.*, Ex. D.

The Town's pending motion to allow the property's sale under partial compliance with M.G.L. c. 60 reveals further disputed material facts. Notably, the exact amount of debt Mr. DiPietro owed at the time of the property taking remains contested. Mr. DiPietro has sought to complete depositions on this issue, Doc. 61, Ex. A (30(b)(6) notice to the Town), but the Town is currently obstructing these efforts with a motion for a protective order. Docs. 60-61. The Town further claims that it should be permitted to deduct post-taking taxes and interest from any sale proceeds.

Doc. 76 at 6–7. However, the statute provides no basis for deducting these figures, nor does case law support imposing subsequent taxes and interest on a former owner after divestiture of title. On the contrary, it is Mr. DiPietro who is entitled to collect interest from the time of the taking until he receives just compensation, as established in *Jacobs*, 290 U.S. at 17 (holding that a property owner is entitled to the full property value plus interest from the date of taking).

Further, the Town seeks attorney’s fees and costs for its attempts to evict Mr. DiPietro while actively violating his right to just compensation.² Doc. 76 at 7 (referring to eviction proceedings pending in Clinton District Court). This would not only be patently unfair, but there is also no statutory authorization for the deduction. Mr. DiPietro was entitled to just compensation when the Town took absolute title to his property; he should not now be penalized for his efforts to defend that right by paying the Town’s attorney fees. Finally, the Town seeks to recover the execution amount for the alleged environmental violations on behalf of the Town of Stow. Doc. 76 at 7–8. The Town of Stow is not a party to this case and it maintains liens securing its execution on judgment on the Stow portion of the property not at issue in this case. This amount should not be deducted from any potential sale of the Bolton portion of the property.

² Plaintiff notes again that the Town urges the Court not to rule on the issue of liability under the Fifth Amendment. But whether the Town is liable is an important question of law critical to determining if the Town’s proposed procedures would satisfy just compensation.

III. Mr. DiPietro's Excessive Fines Claims Are Not Moot

In its supporting memorandum to its motion, the Town did not provide even a cursory analysis of Mr. DiPietro's excessive fines claim, mentioning it only once in its arguments about inequal taxation. It ignored many factual considerations under dispute that are relevant to whether a financial sanction is an excessive fine in violation of the Eighth Amendment or Massachusetts Declaration of Rights.

The Excessive Fines Clause "limits the government's power to extract payments . . . 'as punishment for some offense.'" *United States v. Bajakajian*, 524 U.S. 321, 327–28 (1998) (citation omitted). The Clause prohibits fines that are "grossly disproportionate" to the offense that they are designed to prevent. *Id.* at 334. "The amount of the forfeiture or fine must bear some relationship to the gravity of the offense that it is designed to punish." *Id.* To determine whether fines are excessive, courts consider several criteria, including the gravity of the offense, culpability of the offender, the offender's finances, harshness of the penalty, and how the fine compares with that imposed in other jurisdictions and on other offenders in the same jurisdiction. *See id.*; *Solem v. Helm*, 463 U.S. 277, 290–93 (1983); *United States v. Levesque*, 546 F.3d 78, 83–85 (1st Cir. 2008) (holding that whether a fine interferes with an offender's livelihood is relevant).

Indeed, additional factors may be relevant depending upon the facts of the case. *United States v. Busher*, 817 F.2d 1409, 1415 (9th Cir. 1987) (the Eighth Amendment "embodies fluid concepts that vary in application with the circumstances of each case"); *United States v. Sarbello*, 985 F.2d 716, 724 (3d Cir. 1993) (Eighth

Amendment inquiry “must necessarily accommodate the facts of the case” and may require consideration of “culpability” among other factors). Moreover, courts should also consider whether the government metes out ruinous fines for “improper purposes,” including for political reasons, or because an individual is generally disliked by the government or government officials. *See, e.g., In Browning-Ferris Indus. of Vermont, Inc. v. Kelco Disposal, Inc.*, 492 U.S. 257, 267 (1989) (The Excessive Fines Clause was adopted, in part, to “limit[] the ability of the sovereign to use . . . power to collect fines[] for improper ends.”); *Levesque*, 546 F.3d at 83–85 (Excessive Fines Clause was intended to prevent the government from targeting “wrongdoers and critics” of the government with excessive fines). Mr. DiPietro has alleged that the Town is punishing him for his alleged environmental violations and his failure to pay taxes. And he is seeking discovery on this exact issue. Doc. 69. It remains a material fact in dispute.

The limited discovery completed to date from the Town suggests that Town officials personally disliked Mr. DiPietro and worked at every opportunity to thwart his efforts to satisfy his tax debt. *See, e.g.,* 69-1, Ex. B at 56–57. Town officials spoke directly with potential buyers of Mr. DiPietro’s property, and as Mr. DiPietro alleges, discouraged the sales which would have resolved the tax debt. *See, e.g.,* Doc. 69-1, Ex. A at 1–5, Ex. B. at 41, 77. The nature of those conversations is a material fact in dispute in this case. The context of Plaintiff’s tax debt, the denial of permits, and the Town’s actions in response to Mr. DiPietro’s alleged wetlands violations on the subject property are also relevant to the circumstantial inquiry of whether Mr. DiPietro was

significantly culpable for his actions and thus an appropriate target for the fine imposed on him by the Town. *See Tyler*, 598 U.S. at 648–50 (Gorsuch, J., concurring) (suggesting that unconstitutional tax takings may lead to viable excessive fines claims). These issues, the subject of a pending discovery dispute, are material facts. Doc. 60, 69.

The Town is attempting to further punish Mr. DiPietro by heaping upon him taxes and interest that accrued after the Town took absolute title to his property. Doc. 76 at 7–8. It also seeks to force him to pay the Town’s attorney fees for the Town’s attempts to evict Mr. DiPietro while actively violating his constitutional rights. *Id.* These impositions go beyond Mr. DiPietro’s tax debt and are not authorized by the Reforms.

The Town did not make a single argument regarding whether its proposed remedy would be identical to the relief to be received by Mr. DiPietro in the event of a victory on his excessive fines claim. This alone should doom the Town’s motion. But in any event, Mr. DiPietro maintains that he is entitled to the surplus value of his property at the time the Town took absolute title to his property and therefore imposed its excessive fine. It is impossible to know at this stage whether the surplus proceeds from a present-day sale of his property—minus the constitutionally and statutorily unjustified deductions requested by the Town—would compensate Mr. DiPietro for any excessive fines imposed on him. But even if it would, Mr. DiPietro is entitled to pursue a declaratory judgment and nominal damages on his Eighth Amendment claim. *See Uzuegbunam*, 141 S. Ct. at 797.

IV. Mr. DiPietro's Equal Taxation Claim Is Not Moot

In Massachusetts, an integral component of constitutional due process protections is the requirement of taxation equality. “[The Massachusetts Due Process Right] forbid[s] the imposition upon one taxpayer of a burden relatively greater or relatively less than that imposed upon other taxpayers.” *See In re Opinion of the Justices*, 332 Mass. 769, 777–78 (1955); *see also Bettigole v. Assessors of Springfield*, 343 Mass. 223 (1961). The Massachusetts Supreme Judicial Court has explained that Article X imposes an obligation on Massachusetts citizens to contribute “his share”—but nothing more—to the protections found in the declaration of rights. *Opinion of the Justices*, 332 Mass. at 777. Requiring a delinquent taxpayer to surrender *all* of the value of his real estate imposes on that taxpayer an enhanced tax burden relative to non-delinquent payers who must pay a much smaller fraction of their property's value.

The Massachusetts Supreme Judicial Court has been very strict in its interpretation of this provision. For example, the Court disapproved of a proposal to allow the towns to use estimated—rather than actual—tax bills. *See Opinion of the Justices*, 356 Mass. 747, 749 (1969). In this case, a bill would allow localities to impose tax bills in the amount of 25% of the tax assessed the prior year. *Id.* There would be no new assessment; thus, there would be no accounting for shifts in valuation during the previous year (e.g., destruction or erection of new buildings). *Id.* The Court held that the estimated taxes would be unconstitutional under Article X and Article IV

(taxing power). It reasoned that the estimated taxes would necessarily be disproportionate between taxpayers in the jurisdiction. *Id.*

Similarly, the court ruled against an exemption of \$5,000 that was to be given to owner-occupiers of residential property as an income tax credit. *Opinion of the Justices*, 344 Mass. 766 (1962). According to the court, this provision would violate taxation equality as someone who rented the real estate would not receive it, thus establishing a difference. *Id.* at 769. The exemption in that case would have caused a change in tax amount of only \$255. *Id.* The Town seeks to force a sale of the property that may not return proceeds encompassing the difference in proportion between what Mr. DiPietro was required to pay by surrendering absolute title and what other taxpayers were required to pay. Thus, the amount owed to Mr. DiPietro under this constitutional provision is a material fact in dispute.

V. Mr. DiPietro's Unjust Enrichment Claim Is Not Moot

Defendant attempts to reclassify Plaintiff's unjust enrichment claim as a tortious interference claim so that it may take advantage of immunity allegedly offered by the state tort claims act.³ *Id.* It is true, as Defendant indicates, that Mr. DiPietro alleged that the Town interfered with his ability to sell the property and clear his debts; however, this fact constitutes only a partial basis for the unjust enrichment claim. The claim relies on all the facts and circumstances leading up to

³ Plaintiff has no opinion regarding whether the statute Defendant cites actually preserves sovereign immunity for claims of tortious interference or the myriad other claims discussed by the Town which have nothing to do with the claim actually raised by the complaint here.

the tax foreclosure of Mr. DiPietro's property including but not limited to the denial of wetlands permits, refusal to cooperate with potential buyers of the property, attempting to stop Mr. DiPietro from growing and selling hemp on the property, and interfering with Mr. DiPietro's attempt to cut and sell lumber on the property. *See, e.g.*, Doc. 1 ¶¶ 52–72. As alleged, the actions of Town officials go well beyond simply trying to enforce state statutes. Ultimately, the Town's attempts to transform Mr. DiPietro's well-pleaded unjust enrichment claim into a wholly separate cause of action should not rescue the Town from its potential liability.⁴

⁴ Defendant also argues that unjust enrichment is not a claim available in this case because there is an adequate remedy at law, but this is a premature inquiry. As of yet, there has been no determination of whether there is *any* remedy at law—much less an adequate one. For example, there has been no decision regarding whether *Tyler v. Hennepin County, Minnesota*, 598 U.S. 631, 639 (2023), applies to the tax taking in this case, and if so, to what relief Mr. DiPietro would be entitled. Depending on the course of litigation, the legal remedy sought in this case may not be a complete or adequate remedy to the injury Mr. DiPietro suffered. Notably, the Town seeks to avoid any legal determination of whether it violated Mr. DiPietro's rights.

CONCLUSION

For the foregoing reasons, the Court should deny Defendant's motion.

DATED: November 18, 2024.

ALAN DIPIETRO

By His attorney,

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**Pro Hac Vice
Counsel for Plaintiff*

CERTIFICATE OF SERVICE

I hereby certify a true and accurate copy of the foregoing was served on all counsel of record via the Court's CM/ECF system on November 18, 2024.

/s/ Joshua W. Polk
JOSHUA W. POLK*

**UNITED STATES DISTRICT COURT
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**ALAN DIPIETRO'S DECLARATION IN SUPPORT OF PLAINTIFF'S
RESPONSE TO DEFENDANT'S MOTION FOR SUMMARY JUDGMENT**

I, Alan DiPietro, declare under penalty of perjury under the laws of the state of Massachusetts that the following is true and correct:

1. I am now and at all relevant times was a citizen of the United States, over the age of 18 years, competent to make this declaration, and make this declaration from my own personal knowledge.
2. I am a resident of Bolton, Massachusetts. I am a farmer and independent businessman.
3. I am the plaintiff in the above-captioned matter.
4. In 2014, I purchased 34 acres located on Teele Road in Bolton and Maple Street in Stow (the Property) for \$160,000. The land is divided into five parcels with some of the land located in Stow and some of it in Bolton.
5. I suffered through divorce and bankruptcy shortly after purchasing the Property. Because I believed the property was suited to agricultural use under state law, I erected some rustic wooden fencing, mowed existing fields, and assembled small structures such as a shed.

6. I did not have a high enough income at the time to keep up with my taxes so I fell behind.
7. I made several attempts to pay off the tax debt including attempting to sell portions of the Property, growing industrial hemp, and applying for a cutting plan. The Town attempted to block every effort.
8. To make the Property suitable for sale, I sought a variance from the Town of Bolton and attempted to secure an Order of Conditions from the Bolton Conservation Commission.
9. I received the requested variance and an Order of Conditions was granted. But a related wetlands bylaw permit was withheld due to my tax debt.
10. I was sued by the Town of Bolton and the Town of Stow seeking damages for alleged environmental violations related to the minor improvements referred to in paragraph 5. I could not afford to hire counsel.
11. I was served with process by the leaving of summons taped to my mailbox at 201 Maple Street, Stow, Massachusetts 01775. I stopped receiving mail to my address and the Stow postmaster told me that the Stow Town Clerk had instructed him to stop delivering mail to the Property. Consequently, I missed notice from the court regarding the response deadline and I was unable to file a response on time. As a result, a default judgment issued against me.
12. While attempting to make the property suitable for sale for residential use, I received several oral and written offers from interested buyers ranging from \$145,000 for a single parcel, worth at least \$200,000 to an offer of \$510,000 for lots 2 through 5.
13. The written purchase offers were provided to the Town of Bolton through discovery and true and accurate copies are attached to this declaration as Exhibit A.

14. At least one purchaser confirmed to me that the Town had discouraged proceeding with the purchase of the property due to the tax delinquency and alleged environmental violations.
15. Due to the Town's actions, I was unable to sell the property and clear my debts.
16. Through counsel, I have hired an expert real estate appraiser to provide a report on the value of the property at the time it was foreclosed in December 2021.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

SIGNED this 13 day of Nov, 2024 in Bolton, Massachusetts.



Alan DiPietro

EXHIBIT

A

CONTRACT TO PURCHASE REAL ESTATE #501

(With Contingencies)

(Binding Contract. If Legal Advice Is Desired, Consult An Attorney.)



From: BUYER(S):

To: OWNER OF RECORD ("SELLER"):

Name(s): Joseph Bengiojanni, Erin Bengiojanni
 Address: 346 Maple St.
Bellingham, MA 02019

Name(s): Alan DiPietro
 Address: 201 Maple St.
Stow, MA 01775

The BUYER offers to purchase the real property described as 110 Teele Rd, Bolton, MA 01740

together with all buildings and improvements thereon (the "Premises") to which I have been introduced by N/A upon the following terms and conditions:

1. Purchase Price: The BUYER agrees to pay the sum of \$ 220,000.00 to the SELLER for the purchase of the Premises, due as follows:

- i. \$ 0 as a deposit to bind this Offer;
- ii. \$ 3000 as an additional deposit upon executing the Purchase And Sale Agreement;
- iii. Balance by bank's, cashier's, treasurer's or certified check or wire transfer at time for closing.

2. Duration Of Offer. This Offer is valid until _____ a.m./p.m. on accepted or withdrawn by which time a copy of this Offer shall be signed by the SELLER, accepting this Offer and returned to the BUYER, otherwise this Offer shall be deemed rejected and the money tendered herewith shall be returned to the BUYER. Upon written notice to the BUYER or BUYER'S agent of the SELLER'S acceptance, the accepted Offer shall form a binding agreement. Time is of the essence as to each provision.

3. Purchase And Sale Agreement. The SELLER and the BUYER shall, on or before _____ a.m./p.m. on 2 weeks execute the Standard Purchase and Sale Agreement of the MASSACHUSETTS ASSOCIATION OF REALTORS® or substantial equivalent which, when executed, shall become the entire agreement between the parties and this Offer shall have no further force and effect.

4. Closing. The SELLER agrees to deliver a good and sufficient deed conveying good and clear record and marketable title at _____ a.m./p.m. on Six Weeks at the _____ County Registry of Deeds or such other time or place as may be mutually agreed upon by the parties.

5. Escrow. The deposit shall be held by Seller's Attorney, as escrow agent, subject to the terms hereof. Endorsement or negotiation of this deposit by the real estate broker shall not be deemed acceptance of the terms of the Offer. In the event of any disagreement between the parties concerning to whom escrowed funds should be paid, the escrow agent may retain said deposit pending written instructions mutually given by the BUYER and SELLER. The escrow agent shall abide by any Court decision concerning to whom the funds shall be paid and shall not be made a party to a pending lawsuit solely as a result of holding escrowed funds. Should the escrow agent be made a party in violation of this paragraph, the escrow agent shall be dismissed and the party asserting a claim against the escrow agent shall pay the agent's reasonable attorneys' fees and costs.

6. Contingencies. It is agreed that the BUYER'S obligations under this Offer and any Purchase and Sale Agreement signed pursuant to this Offer are expressly conditioned upon the following terms and conditions:

a. Mortgage. (*Delete If Waived*) The BUYER'S obligation to purchase is conditioned upon obtaining a written commitment for financing in the amount of \$ 220,000.00 at prevailing rates, terms and conditions by Five Weeks. The BUYER shall have an obligation to act reasonably diligently to satisfy any condition within the BUYER'S control. If, despite reasonable efforts, the BUYER has been unable to obtain such written commitment the BUYER may terminate this agreement by giving written notice that is received by 5:00 p.m. on the calendar day after the date set forth above. In the event that notice has not been received, this condition is deemed waived. In the event that due notice has been received, the obligations of the parties shall cease and this agreement shall be void; and all monies deposited by the BUYER shall be returned. In no event shall the BUYER be deemed to have used reasonable efforts to obtain financing unless the BUYER has submitted one application by _____ and acted reasonably promptly in providing additional information requested by the mortgage lender.

b. Inspections. (*Delete If Waived*) The BUYER'S obligations under this agreement are subject to the right to obtain inspection(s) of the Premises or any aspect thereof, including, but not limited to, home, pest, radon, lead paint, septic/sewer, water quality, and water drainage by consultant(s) regularly in the business of

Form No. 501

conducting said inspections, at BUYER'S own choosing, and at BUYER'S sole cost within _____ days after SELLER'S acceptance of this agreement. If the results are not satisfactory to BUYER, in BUYER'S sole discretion, BUYER shall have the right to give written notice received by the SELLER or SELLER'S agent by 5:00 p.m. on the calendar day after the date set forth above, terminating this agreement. Upon receipt of such notice this agreement shall be void and all monies deposited by the BUYER shall be returned. Failure to provide timely notice of termination shall constitute a waiver. In the event that the BUYER does not exercise the right to have such inspection(s) or to so terminate, the SELLER and the listing broker are each released from claims relating to the condition of the Premises that the BUYER or the BUYER'S consultants could reasonably have discovered.

7. Representations/Acknowledgments. The BUYER acknowledges receipt of an agency disclosure, lead paint disclosure (for residences built before 1978), Home Inspectors Facts For Consumers brochure (prepared by the Office of Consumer Affairs). The BUYER is not relying upon any representation, verbal or written, from any real estate broker or licensee concerning legal use. Any reference to the category (single family, multi-family, residential, commercial) or the use of this property in any advertisement or listing sheet, including the number of units, number of rooms or other classification is not a representation concerning legal use or compliance with zoning by-laws, building code, sanitary code or other public or private restrictions by the broker. The BUYER understands that if this information is important to BUYER, it is the duty of the BUYER to seek advice from an attorney or written confirmation from the municipality. In addition, the BUYER acknowledges that there are no warranties or representations on which BUYER relies in making this Offer, except those previously made in writing and the following : (if none, write "NONE"): None

8. Buyer's Default. If the BUYER defaults in BUYER'S obligations, all monies tendered as a deposit shall be paid to the SELLER as liquidated damages and this shall be SELLER'S sole remedy.

9. Additional Terms. See Attached.

[Signature] 8/15/19 BUYER [Signature] 8/5/19
Date Date

SELLER'S REPLY

SELLER(S): (check one and sign below)
 (a) ACCEPT(S) the Offer as set forth above at _____ a.m./p.m. on this _____ day of _____.
 (b) REJECT(S) the Offer.
 (c) Reject(s) the Offer and MAKE(S) A COUNTEROFFER on the following terms: _____

This Counteroffer shall expire at _____ a.m./p.m. on _____ if not withdrawn earlier.

SELLER or spouse _____ Date SELLER _____ Date

(IF COUNTEROFFER FROM SELLER) BUYER'S REPLY

BUYER(S): (check one and sign below)
 (a) ACCEPT(S) the Counteroffer as set forth above at _____ a.m./p.m. on this _____ day of _____.
 (b) REJECT(S) the Counteroffer.

BUYER _____ Date BUYER _____ Date

RECEIPT FOR DEPOSIT

I hereby acknowledge receipt of a deposit in the amount of \$ _____ from the BUYER this _____ day of _____.



9. Additional Terms

-Subject to seller acquiring final septic and well approval by Bolton on or before mortgage contingency.

-Seller shall have a right of first refusal until such time as a certificate of occupancy is established. Before buyer may sell the property to a third-party, buyer shall first offer the property to seller on the same terms and conditions as are offered by the third party. Seller shall have 48 hours during which to accept said offer. If seller does not accept said offer within said period, buyer shall be free to accept the third-party offer.

-While the buyer owns the property, seller may continue to access the undevelopable portion of the land behind the dry stream bed for use of alpaca grazing. This agreement will not transfer to future owners of either property.

CONTRACT TO PURCHASE REAL ESTATE #501 (Page 1 of 2)



(With Contingencies)

(Binding Contract. If Legal Advice Is Desired, Consult An Attorney.)

From: BUYER(S): Jason R. & Karalyn M. Killough
To: OWNER OF RECORD ("SELLER"): Alan DiPietro
Address: 110 Teele Rd. Bolton, MA 01740

The agent Carolyn Fisher is operating in this transaction as:

- Buyer's Agent, Seller's Agent, Facilitator, Dual Agent

on behalf of Jason and Karalyn Killough

This provision does not eliminate the requirement to have a signed Mandatory Real Estate Licensee-Consumer Relationship Disclosure, but acts to satisfy Standard of Practice 16-10 in the REALTOR Code of Ethics.

The BUYER offers to purchase the real property described as 110 Teele Rd, Bolton, MA 01740 MLS#72788258 +- 4.05 acres together with all buildings and improvements thereon (the "Premises") to which I have been introduced by Fisher & Associates and Real Estate Marketplace upon the following terms and conditions:

1. Purchase Price: The BUYER agrees to pay the sum of \$210,000.00 to the SELLER for the purchase of the Premises (the "Offer"), due as follows:

- i. \$1,000.00 as a deposit to bind this Offer
ii. \$9,500.00 as an additional deposit upon executing the Purchase And Sale Agreement;
iii. Balance by bank's, cashier's, treasurer's or certified check or wire transfer at time for closing.

2. Duration Of Offer. This Offer is valid until 08:00 a.m./p.m. on 05/09/2021 by which time a copy of this Offer shall be signed by the SELLER, accepting this Offer and returned to the BUYER, otherwise this Offer shall be deemed rejected and the money tendered herewith shall be returned to the BUYER.

3. PurchaseAndSaleAgreement. TheSELLERandtheBUYERshall, onorbefore 08:00 a.m./p.m.on*see addendum execute the Standard Purchase and Sale Agreement of the MASSACHUSETTS ASSOCIATION OF REALTORS or substantial equivalent which, when executed, shall become the entire agreement between the parties and this Offer shall have no further force and effect.

4. Closing. The SELLER agrees to deliver a good and sufficient deed conveying good and clear record and marketable title at 12:00 a.m./p.m. on on or before July 29,2021 at the Middlesex County Registry of Deeds or such other time or place as may be mutually agreed upon by the parties.

5. Escrow. The deposit shall be held by Real Estate Marketplace, as escrow agent, subject to the terms hereof. Endorsement or negotiation of this deposit by the real estate broker shall not be deemed acceptance of the terms of the Offer. In the event of any disagreement between the parties concerning to whom escrowed funds should be paid, the escrow agent may retain said deposit pending written instructions mutually given by the BUYER and SELLER.

6. Contingencies. It is agreed that the BUYER'S obligations under this Offer and any Purchase and Sale Agreement signed pursuant to this Offer are expressly conditioned upon the following terms and conditions:

a. Mortgage. (Delete If Waived) The BUYER'S obligation to purchase is conditioned upon obtaining a written commitment for financing in the amount of \$80% of full build price at prevailing rates, terms and conditions by*see addendum

The BUYER shall have an obligation to act reasonably diligently to satisfy any condition within the BUYER'S control. If, despite reasonable efforts, the BUYER has been unable to obtain such written commitment the BUYER may terminate this agreement by giving written notice that is received by 5:00 p.m. on the calendar day after the date set forth above.

CONTRACT TO PURCHASE REAL ESTATE #501 (Page 2 of 2)



(With Contingencies)

reasonable efforts to obtain financing unless the BUYER has submitted one application by *see addendum _____ and acted reasonably promptly in providing additional information requested by the mortgage lender.

b. Inspections. (Delete If Waived) The BUYER'S obligations under this agreement are subject to the right to obtain inspection(s) of the Premises or any aspect thereof, including, but not limited to, home, pest, radon, lead paint, energy usage/efficiency, septic/sewer, water quality, and water drainage by consultant(s) regularly in the business of conducting said inspections, of BUYER'S own choosing, and at BUYER'S sole cost by see attached addendum _____. If the results are not satisfactory to BUYER, in BUYER'S sole discretion, BUYER shall have the right to give written notice received by the SELLER or SELLER'S agent by 5:00 p.m. on the calendar day after the date set forth above, terminating this agreement. Upon receipt of such notice this agreement shall be void and all monies deposited by the BUYER shall be returned. Failure to provide timely notice of termination shall constitute a waiver. In the event that the BUYER does not exercise the right to have such inspection(s) or to so terminate, the SELLER and the listing broker are each released from claims relating to the condition of the Premises that the BUYER or the BUYER'S consultants could reasonably have discovered.

7. Representations/Acknowledgments. The BUYER acknowledges receipt of an agency disclosure, lead paint disclosure (for residences built before 1978) and Home Inspectors Facts For Consumers brochure (prepared by the Office of Consumer Affairs). The BUYER is not relying upon any representation, verbal or written, from any real estate broker or licensee concerning legal use. Any reference to the category (single family, multi-family, residential, commercial) or the use of this property in any advertisement or listing sheet, including the number of units, number of rooms or other classification is not a representation concerning legal use or compliance with zoning by-laws, building code, sanitary code or other public or private restrictions by the broker. The BUYER understands that if this information is important to BUYER, it is the duty of the BUYER to seek advice from an attorney or written confirmation from the municipality. In addition, the BUYER acknowledges that there are no warranties or representations made by the SELLER or any broker on which BUYER relies in making this Offer, except those previously made in writing and the following: (if none, write "NONE"):

none

8. Buyer's Default. If the BUYER defaults in BUYER'S obligations, all monies tendered as a deposit shall be paid to the SELLER as liquidated damages and this shall be SELLER'S sole remedy.

9. Additional Terms.

See attached addendum. Seller to provide copy of existing perc tests and septic plan.

Jason R. Kellough BUYER Date dotloop verified 05/08/21 10:35 AM EDT EXC3-WKSH-QNIM4-DRQ1 Kerilyn M. Kellough BUYER Date dotloop verified 05/08/21 10:22 AM EDT

SELLER'S REPLY

SELLER(S): (check one and sign below)

- (a) ACCEPT(S) the Offer as set forth above at _____ a.m./p.m. on this _____ day of _____
(b) REJECT(S) the Offer.
(c) Reject(s) the Offer and MAKE(S) A COUNTEROFFER on the following terms:

This Counteroffer shall expire at _____ a.m./p.m. on _____ if not withdrawn earlier.

SELLER, or spouse Date SELLER Date

(IF COUNTEROFFER FROM SELLER) BUYER'S REPLY

The BUYER: (check one and sign below):

- (a) ACCEPT(S) the Counteroffer as set forth above at _____ a.m./p.m. on this _____ day of _____
(b) REJECT(S) the Counteroffer.

BUYER Date BUYER Date

RECEIPT FOR DEPOSIT

I hereby acknowledge receipt of a deposit in the amount of \$ _____ from the BUYER this _____ day of _____

Escrow Agent or Authorized Representative



110 Teele Rd. Bolton
Offer Addendum

1. The Buyer has thirty (30) calendar days from the date of an accepted offer to pursue due diligence related to, but not limited to, engineering and soil testing in preparation for building on the Property.
2. If following this initial 30-day period the Buyer is unsatisfied with the results of said due diligence, the Buyer has the option to revoke this offer and the accompanying deposit will be returned to them by the Seller without recourse.
3. If the Buyer is satisfied with the results of said due diligence, the Buyer will enter into a purchase and sale agreement with the Seller within ten (10) calendar days following the expiration of the initial thirty (30) day due diligence period.
4. Said purchase and sale agreement shall contain language providing the Buyer with sixty (60) calendar days to obtain permits. At the expiration of this 60-day period, the Buyer may elect to a) close on the Property within twenty (20) calendar days, b) extend the deadline for obtaining permits for another thirty (30) calendar days, or c) withdraw its interest in purchasing the Property, at which time all deposits will be returned to the Buyer by the Seller without recourse.
5. If the Buyer is unable to obtain permits at the expiration of the 30-day extension period referenced in paragraph #4 (above), then the Buyer may elect to withdraw its interest in purchasing the Property, at which time all deposits will be returned to the Buyer by the Seller without recourse.

Buyer:

<i>Jason R. Killough</i>	dotloop verified 05/08/21 10:35 AM EDT ZISG-DPBQ-MY9E-JHJV
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Buyer:

<i>Karalyn M. Killough</i>	dotloop verified 05/08/21 10:22 AM EDT NQJD-MSER-NHNV-DHP8
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Seller: _____

Seller: _____



May 8, 2021

Jason and Kara Killough
24 Acton Rd.
Stow, MA 01775

Dear Jason and Kara,

Congratulations! Please accept this letter as evidence of your qualification for the purchase of the property located at 110 Teele Rd, Bolton for the price of \$210,000 with a corresponding build of new home with finance of 80% of total acquisition cost.

Your qualification for the conventional mortgage financing of the aforementioned property is based on your submission of a preliminary application. This preapproval is contingent upon the sale of 24 Acton Rd, Stow.

While this letter is not to be construed as a final mortgage commitment, it can and should be viewed as reasonable evidence of your ability to qualify for the purchase, and as evidence of our having verified your credit history, income and assets. Final mortgage commitment is contingent upon completion of a mortgage application specific to the subject property, our acceptable receipt and review of a fully executed Purchase and Sale Agreement, acceptable appraisal, acceptable condo docs and eligibility, as well as satisfaction of any conditions set-forth upon final underwriter review.

We are looking forward to making your mortgage loan. Please do not hesitate to call me with any questions. Thank you.

Sincerely,

Edward Barrett

Edward Barrett
Vice President, Residential Lending
Salem Five
508-654-4656
Edward.Barrett@SalemFive.com

210 Essex Street, Salem, MA 01970 • salemfive.com
Telephone 800.850.5000 and 978.745.5555



Commonwealth of Massachusetts

BOARD OF REGISTRATION OF REAL ESTATE BROKERS AND SALESPERSONS

www.mass.gov/dpl/boards/re

MASSACHUSETTS MANDATORY REAL ESTATE LICENSEE-CONSUMER RELATIONSHIP DISCLOSURE THIS IS NOT A CONTRACT

This disclosure is provided to you, the consumer, by the real estate licensee listed in this disclosure.

THE TIME WHEN THE REAL ESTATE LICENSEE MUST PROVIDE THIS NOTICE TO THE CONSUMER:

All real estate licensees must present this form to you at the first personal meeting with you to discuss a specific property. In the event this relationship changes, an additional disclosure must be provided and completed at that time.

CONSUMER INFORMATION AND RESPONSIBILITY:

If you are a buyer or seller, you can engage a real estate licensee to provide advice, assistance and representation to you as your agent. The real estate licensee can represent you as the seller (Seller's Agent) or represent you as the buyer (Buyer's Agent), or can assist you as a Facilitator.

All real estate licensees, regardless of the working relationship with a consumer must, by law, present properties honestly and accurately, and disclose known material defects in the real estate.

The duties of a real estate licensee do not relieve consumers of the responsibility to protect their own interests. If you need advice for legal, tax, insurance, zoning, permitted use, or land survey matters, it is your responsibility to consult a professional in those areas. Real estate licensees do not and cannot perform home, lead paint, or insect inspections, nor do they perform septic system, wetlands or environmental evaluations.

Do not assume that a real estate licensee works solely for you unless you have an agreement for that relationship.

For more detailed definitions and descriptions about real estate relationships, please see page 2 of this disclosure.

THE SELLER OR BUYER RECEIVING THIS DISCLOSURE IS HEREBY ADVISED THAT THE REAL ESTATE LICENSEE NAMED BELOW IS WORKING AS A:

Check one: Seller's agent Buyer's agent Facilitator

If seller's or buyer's agent is checked above, the real estate licensee must complete the following section:

Check one: Non-Designated Agency

The real estate firm or business listed below and all other affiliated agents are also working as the agent of the Seller Buyer

Designated Agency

Only the licensee named herein represents the Seller Buyer (designated seller agency or designated buyer agency). In this situation any other agents affiliated with the firm or business listed below do not represent you and may represent another party in your real estate transaction.

By signing below, I, the real estate licensee, acknowledge that this disclosure has been provided to the consumer named herein:

Carolyn Fisher
Signature of Real Estate Licensee

dotloop verified
05/08/21 9:30 AM EDT
KCH2-E8KJ-TP1C-1HMR

Carolyn Fisher
Printed Name of Real Estate Licensee

9535571
License #

Broker

Salesperson

05/08/2021

Today's Date

Fisher & Associates

9072240

Brokerage Firm Real Estate License #

Jason R. Killough
Signature of Consumer

dotloop verified
05/08/21 10:35 AM EDT
PWIK-LMVR-KS7M-XVOZ

Jason R. Killough
Printed Name of Consumer

Buyer

Seller

05/08/2021

Today's Date

Karalyn M. Killough
Signature of Consumer

dotloop verified
05/08/21 10:22 AM EDT
GLEE-NUM7-Y9RZ-R0SP

Karalyn M. Killough
Printed Name of Consumer

Buyer

Seller

05/08/2021

Today's Date

Check here if the consumer declines to sign this notice.

Last Revised: January 24, 2017



Form 705

TYPES OF AGENCY REPRESENTATION

SELLER'S AGENT

A seller can engage the services of a real estate licensee to act as the seller's agent in the sale of the seller's property. This means that the real estate agent represents the seller, who is a client. The agent owes the seller client undivided loyalty, reasonable care, disclosure, obedience to lawful instruction, confidentiality and accounting. The agent must put the seller's interests first and attempt to negotiate price and terms acceptable to their seller client. The seller may authorize sub-agents to represent him/her in marketing its property to buyers, however the seller should be aware that wrongful action by the real estate agent or sub-agents may subject the seller to legal liability for those wrongful actions.

BUYER'S AGENT

A buyer can engage the services of a real estate licensee to act as the buyer's agent in the purchase of a property. This means that the real estate agent represents the buyer, who is a client. The agent owes the buyer client undivided loyalty, reasonable care, disclosure, obedience to lawful instruction, confidentiality and accounting. The agent must put the buyer's interests first and attempt to negotiate price and terms acceptable to their buyer client. The buyer may also authorize sub-agents to represent him/her in purchasing property, however the buyer should be aware that wrongful action by the real estate agent or sub-agents may subject the buyer to legal liability for those wrongful actions.

(NON-AGENT) FACILITATOR

When a real estate licensee works as a facilitator that licensee assists the seller and/or buyer in reaching an agreement but does not represent either the seller or buyer in the transaction. The facilitator and the broker with whom the facilitator is affiliated, owe the seller and buyer a duty to present all real property honestly and accurately by disclosing known material defects and owe a duty to account for funds. Unless otherwise agreed, the facilitator has no duty to keep information received from a seller or buyer confidential. Should the seller and/or buyer expressly agree, a facilitator relationship can be changed to a seller or buyer client relationship with the written agreement of the person so represented.

DESIGNATED SELLER'S AND BUYER'S AGENT

A real estate licensee can be designated by another real estate licensee (the appointing or designating agent) to represent a buyer or seller, provided the buyer or seller expressly agrees to such designation. The real estate licensee once so designated is then the agent for that buyer or seller who becomes the agent's client. The designated agent owes the buyer client or seller client, undivided loyalty, reasonable care, disclosure, obedience to lawful instruction, confidentiality and accounting. The agent must put their client's interests first, and attempt to negotiate price and terms acceptable to their client. No other licensees affiliated with the same firm represent the client unless otherwise agreed upon by the client. In situations where the appointing agent designates another agent to represent the seller and an agent to represent the buyer in the same transaction, then the appointing agent becomes a dual agent. Consequently, a dual agent cannot fully satisfy the duties of loyalty, full disclosure, obedience to lawful instructions, which is required of a seller or buyer agent. Only your designated agent represents your interests. Written consent for designated agency must be provided before a potential transaction is identified, but in any event, no later than prior to the execution of a written agreement for purchase or sale of residential property. The consent must contain the information provided for in the regulations of the Massachusetts Board of Registration of Real Estate Brokers and Salespeople (Board). A sample consent to designated agency is available at the Board's website at www.mass.gov/dpl/re.

DUAL AGENT

A real estate licensee may act as a dual agent representing both the seller and the buyer in a transaction but only with the express and informed written consent of both the seller and the buyer. A dual agent shall be neutral with regard to any conflicting interest of the seller and buyer. Consequently, a dual agent cannot satisfy fully the duties of loyalty, full disclosure, obedience to lawful instructions, which is required of a seller or buyer agent. A dual agent does, however, still owe a duty of confidentiality of material information and accounting for funds. Written consent for dual agency must be provided before a potential transaction is identified, but in any event, no later than prior to the execution of a written agreement for purchase or sale of residential property. The consent must contain the information provided for in the regulations of the Massachusetts Board of Registration of Real Estate Brokers and Salespeople (Board). A sample consent to dual agency is available at the Board's website at www.mass.gov/dpl/re.

Last Revised: January 24, 2017



MLS # 72768258 - Active

Land - Residential

110 Teele
Bolton, MA 01740
Worcester County

List Price: **\$229,900**

Grade School:

Middle School:

High School:

Directions: **See alpaca farm on left. This lot is just before that parcel across from a home.**

Remarks

Pandemic forces sale. Owners misfortune is now your good fortune which welcomes you to the town of Bolton. A beautiful lot that can host a large 4 bedroom home with garage. Driveway to be built set back off this country road. Perced, septic design available, well location marked. Build you dream home on the most affordable lot in Bolton. Owner and broker happy to walk the land with you and show you the plans. An additional 30 acres abutting this lot are also available. See additional listing in Stow

Property InformationTotal Approx. Acres: **4.05 (176,515 Sq. Ft.)**

Cultivation Acres:

Home Own Assn:

No. of Approved Lots:

Pasture Acres:

Assn Req:

Approx. Street Frontage:

Timber Acres:

HOA Fee:

Disclosures: **Buildable lot subject to plan approval****Features**Beach: **Yes**Beach - Miles to: **1/2 to 1 Mile**

Cable Available:

Documents: **Septic Design**Electric: **At Street**Gas: **Other (See Remarks)**Land Description: **Level, Wetlands, Wooded**Road Type: **Public**Sewer Utilities: **Private**Water Utilities: **Private**Waterfront: **No**Water View: **No**Zone Usage: **Single Family****Other Property Info**Adult Community: **No**

DEQE/DEP#:

Disclosure Declaration: **No**Perc Test: **Yes** Date: **9/11/2020**Short Sale w/Lndr.App.Reg: **No**Lender Owned: **No****Tax Information**Pin #: **3E-33**Assessed: **\$177,200**Tax: **\$3,696** Tax Year: **2020**Book: **00** Page: **00**

Cert:

Zoning Code: **Residentia**

Map: Block: Lot:

Office/Agent InformationListing Office: **Real Estate Marketplace (508) 303-8000 Ext. 11**Listing Agent: **Randy Carpenter (508) 303-8000**

Team Member(s):

Sale Office:

Sale Agent:

Listing Agreement Type: **Exclusive Right to Sell**Entry Only: **No**Showing: Sub-Agent: **Sub-Agency Relationship Not Offered**Showing: Buyer-Agent: **Call List Agent, Accompanied Showings**Showing: Facilitator: **Call List Agent, Accompanied Showings**Special Showing Instructions: **Broker and Owner will walk the land with you****Compensation**Sub-Agent: **Not Offered**Buyer Agent: **2.5**Facilitator: **2.5**Compensation Based On: **Net Sale Price****Market Information**Listing Date: **2/21/2021**Days on Market: Property has been on the market for a total of **48** day(s)

Expiration Date:

Original Price: **\$229,900**

Off Market Date:

Sale Date:

Listing Market Time: MLS# has been on for **48** day(s)Office Market Time: Office has listed this property for **48** day(s)

Cash Paid for Upgrades:

Seller Concessions at Closing:

JASON KILLOUGH
KARALYN KILLOUGH
24 SOUTH ACTON ROAD
STOW, MA 01775

97-311/1240

1843

PAY TO THE
ORDER OF

Real Estate Marketplace ————— \$ 1000.⁰⁰/₁₀₀

One thousand and ⁰⁰/₁₀₀ —————

DOLLARS



Security Features
Included.
Details on Back.

qily BANK.

MEMO

Escrow for
110 Telle Rd



[Signature]

1843

MP

CONTRACT TO PURCHASE REAL ESTATE #501 (Page 1 of 2)



MASSACHUSETTS
ASSOCIATION OF REALTORS®

(With Contingencies)

(Binding Contract. If Legal Advice Is Desired, Consult An Attorney.)

From: BUYER(S):

To: OWNER OF RECORD ("SELLER"):

Name(s): Jeffrey S. Socha

Name(s): Alan DiPietro

Address: 108 Warren Street
Boylston, MA 01505

Address: 201 Maple Street
Stow, MA

The agent Cynthia Walsh MacKenzie is operating in this transaction as:

- Buyer's Agent
- Seller's Agent
- Facilitator
- Dual Agent

This provision does not eliminate the requirement to have a signed Mandatory Real Estate Licensee-Consumer Relationship. It acts to satisfy Standard of Practice 16-10 in the REALTOR® Code of Ethics.

The BUYER offers to purchase the real property described as The Land situated along Maple Street, Stow, MA and Teele St Bolton, MA as referenced in Book 52462 Pg 364 in Worcester County and Book 63791 Page 118 in Middlesex County. Parcels 2-5 together with all buildings and improvements thereon (the "Premises") to which I have been introduced by Cynthia Walsh MacKenzie of Walsh and Associates Real Estate upon the following terms and conditions:

1. Purchase Price: The BUYER agrees to pay the sum of \$ 510,000 to the SELLER for the purchase of the Premises (the "Offer"), due as follows:

- i. \$ 2,000 as a deposit to bind this Offer
 - and delivered herewith to the Seller or Seller's agent
 - or to be delivered forthwith upon receipt of written acceptance
- ii. \$ 20,000 as an additional deposit upon executing the Purchase And Sale Agreement;
- iii. Balance by bank's, cashier's, treasurer's or certified check or wire transfer at time for closing.

2. Duration Of Offer. This Offer is valid until 6:00 a.m. / p.m. on 03/09/2021 by which time a copy of this Offer shall be signed by the SELLER, accepting this Offer and returned to the BUYER, otherwise this Offer shall be deemed rejected and the money tendered herewith shall be returned to the BUYER. Upon written notice to the BUYER or BUYER'S agent of the SELLER'S acceptance, the accepted Offer shall form a binding agreement. Time is of the essence as to each provision.

3. Purchase And Sale Agreement. The SELLER and the BUYER shall, on or before 5:00 a.m. / p.m. on 04/05/2021 execute the Standard Purchase and Sale Agreement of the MASSACHUSETTS ASSOCIATION OF REALTORS® or substantial equivalent which, when executed, shall become the entire agreement between the parties and this Offer shall have no further force and effect.

4. Closing. The SELLER agrees to deliver a good and sufficient deed conveying good and clear record and marketable title at 2:00 a.m. / p.m. on 05/14/2021 at the Worcester or Middlesex County Registry of Deeds or such other time or place as may be mutually agreed upon by the parties.

5. Escrow. The deposit shall be held by Real Estate Marketplace, as escrow agent, subject to the terms hereof. Endorsement or negotiation of this deposit by the real estate broker shall not be deemed acceptance of the terms of the Offer. In the event of any disagreement between the parties concerning to whom escrowed funds should be paid, the escrow agent may retain said deposit pending written instructions mutually given by the BUYER and SELLER. The escrow agent shall abide by any Court decision concerning to whom the funds shall be paid and shall not be made a party to a pending lawsuit solely as a result of holding escrowed funds. Should the escrow agent be made a party in violation of this paragraph, the escrow agent shall be dismissed and the party asserting a claim against the escrow agent shall pay the agent's reasonable attorneys' fees and costs.

6. Contingencies. It is agreed that the BUYER'S obligations under this Offer and any Purchase and Sale Agreement signed pursuant to this Offer are expressly conditioned upon the following terms and conditions:

a. Mortgage. (Delete If Waived) The BUYER'S obligation to purchase is conditioned upon obtaining a written commitment for financing in the amount of \$ 410,000 at prevailing rates, terms and conditions by 05/03/2021. The BUYER shall have an obligation to act reasonably diligently to satisfy any condition within the BUYER'S control. If, despite reasonable efforts, the BUYER has been unable to obtain such written commitment the BUYER may terminate this agreement by giving written notice that is received by 5:00 p.m. on the calendar day after the date set forth above. In the event that notice has not been received, this condition is deemed waived. In the event that due notice has been received, the obligations of the parties shall cease and this agreement shall be void; and all monies deposited by the BUYER shall be returned. In no event shall the BUYER be deemed to have used reasonable efforts to obtain financing unless the BUYER has submitted one application by March 22, 2021 and acted reasonably promptly in providing additional information requested by the mortgage lender.



CONTRACT TO PURCHASE REAL ESTATE #501 (Page 2 of 2)



MASSACHUSETTS ASSOCIATION OF REALTORS®

(With Contingencies)

b. Inspections. (Delete If Waived) The BUYER'S obligations under this agreement are subject to the right to obtain inspection(s) of the Premises or any aspect thereof, including, but not limited to, home, pest, radon, lead paint, energy usage/efficiency, septic/sewer, water quality, and water drainage by consultant(s) regularly in the business of conducting said inspections, of BUYER'S own choosing, and at BUYER'S sole cost by 03/29/2021. If the results are not satisfactory to BUYER, in BUYER'S sole discretion, BUYER shall have the right to give written notice received by the SELLER or SELLER'S agent by 5:00 p.m. on the calendar day after the date set forth above, terminating this agreement. Upon receipt of such notice this agreement shall be void and all monies deposited by the BUYER shall be returned. Failure to provide timely notice of termination shall constitute a waiver. In the event that the BUYER does not exercise the right to have such inspection(s) or to so terminate, the SELLER and the listing broker are each released from claims relating to the condition of the Premises that the BUYER or the BUYER'S consultants could reasonably have discovered.

7. Representations/Acknowledgments. The BUYER acknowledges receipt of an agency disclosure, lead paint disclosure (for residences built before 1978), and Home Inspectors Facts For Consumers brochure (prepared by the Office of Consumer Affairs). The BUYER is not relying upon any representation, verbal or written, from any real estate broker or licensee concerning legal use. Any reference to the category (single family, multi-family, residential, commercial) or the use of this property in any advertisement or listing sheet, including the number of units, number of rooms or other classification is not a representation concerning legal use or compliance with zoning by-laws, building code, sanitary code or other public or private restrictions by the broker. The BUYER understands that if this information is important to BUYER, it is the duty of the BUYER to seek advice from an attorney or written confirmation from the municipality. In addition, the BUYER acknowledges that there are no warranties or representations made by the SELLER or any broker on which BUYER relies in making this Offer, except those previously made in writing and the following: (if none, write "NONE"):

None

8. Buyer's Default. If the BUYER defaults in BUYER'S obligations, all monies tendered as a deposit shall be paid to the SELLER as liquidated damages and this shall be SELLER'S sole remedy.

9. Additional Terms.

See the Attached Addendum pertaining to obtaining Approvals from the Towns of Bolton and Stow to build a future home with access and services.

Jeffrey S. Socha BUYER dotloop verified 03/08/21 10:42 AM EST BUYER

SELLER'S REPLY

SELLER(S): (check one and sign below)

- (a) ACCEPT(S) the Offer as set forth above at ___ a.m. / ___ p.m. on this ___ day of _____.
(b) REJECT(S) the Offer.
(c) Reject(s) the Offer and MAKE(S) A COUNTEROFFER on the following terms:

[Empty box for counteroffer terms]

This Counteroffer shall expire at ___ a.m. / ___ p.m. on ___ if not withdrawn earlier.

SELLER or spouse SELLER

(IF COUNTEROFFER FROM SELLER) BUYER'S REPLY

The BUYER: (check one and sign below)

- (a) ACCEPT(S) the Counteroffer as set forth above at ___ a.m. / ___ p.m. on ___ day of _____.
(b) REJECT(S) the Counteroffer.

BUYER BUYER

RECEIPT FOR DEPOSIT

I hereby acknowledge receipt of a deposit in the amount of \$ _____ from the BUYER this ___ day of _____.

Escrow Agent or Authorized Representative



ADDENDUM

Date 03/06/2021

Page 1 of 1 Pages

This is an Addendum to the Real Estate Purchase Contract between the parties dated 03/06/2021 pertaining to the property located at Maple Street, Stow, MA and Teele Rd, Bolton, MA

1. This offer is Subject to the Buyer successfully getting a meeting with the Planning Board of the two towns to discuss the best location on the lots for installing a driveway to access the buildable section of the 4 parcels as described in Book 52462 Pg 364 in Worcester County Registry of Deeds and Book 63791 Page 118 in Middlesex County Registry of Deeds.
2. Subject to the Buyer obtaining approval from the the Town of Bolton and/or the Town of Stowe for at minimum two buildable lots within the parcel.
3. This offer is subject to the Buyer obtaining assurance from the respective two towns that any and all variances needed to gain access to the buildable section of the parcels that most be accessed by crossing the existing wetlands is granted. Subject to current satisfactory perc tests and septic design.
4. The Buyer will conduct all tests necessary at his cost.
5. Offer is subject to 108 Warren Street, Boylston. MA successfully closing which will be placed on the market within five days of this offer being accepted and will be sold simultaneously while Buyer is working on seeking approval from the Town of Stowe planning board and from town Town of Bolton planning board, building dept and conservation dept.

Jeffrey S. Socha
dotloop verified
 03/07/21 9:48 AM EST
 INNN-9U3D-NZGR-LNZG
 (Buyer) (Date)

(Seller) (Date)

(Buyer) (Date)

(Seller) (Date)



MASSACHUSETTS ASSOCIATION OF REALTORS®

COVID-19 ADDENDUM

The parties recognize that the worldwide COVID-19 virus pandemic has substantially interfered and may continue to interfere with the consummation of real estate transactions, due to such issues as closed governmental offices and delays in obtaining required services from third parties. To minimize the impact of this pandemic, the parties agree that they will exercise best efforts to utilize remote services to perform obligations under the contract that otherwise cannot be performed in person due to a medically necessary or mandatory quarantine or governmental order, including, where feasible, the use of methods such as electronic signatures and online recording.

The parties further agree that the Time for Performance shall be extended upon written notice by either party if such party is unable to fulfill its obligations under the Agreement due to an Excused COVID-19 Delay as defined in this Addendum.

An Excused COVID-19 Delay means the unavailability or closure of required third-party or governmental services or offices as a result of the COVID-19 pandemic, including moving companies, government inspectors, title insurers, and lenders, that prevents either party from performing its obligations under this Agreement. An Excused COVID-19 Delay shall also include [check applicable boxes]

- _____ Circumstances caused by COVID-19 that delay or prevent Seller in closing on Seller's existing agreement to purchase a new home
- _____ Circumstances caused by COVID-19 that delay or prevent Buyer from closing on Buyer's existing agreement to sell Buyer's current home
- _____ The withdrawal or termination by Buyer's lender of a previously made written commitment
- _____ [insert other COVID-19 contingencies if any] _____

In the event notice is given of an Excused COVID-19 Delay, the Time for Performance shall automatically be extended until the date that is ten (10) business days after the end of the circumstances constituting the Excused COVID-19 Delay, but in no event later than 30 days after the Time for Performance set forth in the Agreement.

In the event that due to one or more Excused COVID-19 Delays, the closing cannot occur within the above-stated limit of 30 days after the Time for Performance set forth in the Agreement, then unless the Buyer and Seller agree to further extend the closing, the Agreement shall terminate and all Deposits shall be returned to the Buyer.



MASSACHUSETTS ASSOCIATION OF REALTORS®

Date: _____

Buyer [print name]

Buyer [signature]

Jeffrey S. Socha

Buyer [print name]

Jeffrey S. Socha dotloop verified
03/07/21 9:48 AM EST
M5WT-MJWS-YNG2-FZNG

Buyer [signature]

Seller [print name]

Seller [signature]

Seller [print name]

Seller [signature]

CONTRACT TO PURCHASE REAL ESTATE #501 (Page 1 of 2)

(With Contingencies)

(Binding Contract. If Legal Advice Is Desired, Consult An Attorney.)



MASSACHUSETTS
ASSOCIATION OF REALTORS®

From: BUYER(S):

To: OWNER OF RECORD ("SELLER"):

Name(s): Waterford Construction

Name(s) Owner of Record

Address: 169 DW Highway
Nashua NH 03060

Address:

The agent Lynda Wilkes

is operating in this transaction as:

Buyer's Agent Seller's Agent Facilitator Dual Agent

This provision does not eliminate the requirement to have a signed Mandatory Real Estate Licensee-Consumer Relationship. It acts to satisfy Standard of Practice 16-10 in the REALTOR® Code of Ethics.

The BUYER offers to purchase the real property described as 110 Teel Rd Bolton Ma 01740 4.05 acre lot

together with all buildings and improvements thereon (the "Premises") to which I have been introduced by Lynda Wilkes
RE/MAX Innovative Properties upon the following terms and conditions:

1. Purchase Price: The BUYER agrees to pay the sum of \$229,900 to the SELLER for the purchase of the Premises (the "Offer"), due as follows:

- i. \$10,000 as a deposit to bind this Offer
 - and delivered herewith to the Seller or Seller's agent
 - or to be delivered forthwith upon receipt of written acceptance
- ii. \$0 as an additional deposit upon executing the Purchase And Sale Agreement;
- iii. Balance by bank's, cashier's, treasurer's or certified check or wire transfer at time for closing.

2. Duration Of Offer. This Offer is valid until 12:00 a.m. / p.m. on 03/05/2021 by which time a copy of this Offer shall be signed by the SELLER, accepting this Offer and returned to the BUYER, otherwise this Offer shall be deemed rejected and the money tendered herewith shall be returned to the BUYER. Upon written notice to the BUYER or BUYER'S agent of the SELLER'S acceptance, the accepted Offer shall form a binding agreement. Time is of the essence as to each provision.

3. Purchase And Sale Agreement. The SELLER and the BUYER shall, on or before 5:00 a.m. / p.m. on 03/11/2021 execute the Standard Purchase and Sale Agreement of the MASSACHUSETTS ASSOCIATION OF REALTORS® or substantial equivalent which, when executed, shall become the entire agreement between the parties and this Offer shall have no further force and effect.

4. Closing. The SELLER agrees to deliver a good and sufficient deed conveying good and clear record and marketable title at 12:00 a.m. / p.m. on 2 weeks after building permit at the TBD County Registry of Deeds or such other time or place as may be mutually agreed upon by the parties.

5. Escrow. The deposit shall be held by Real Estate Marketplace, as escrow agent, subject to the terms hereof. Endorsement or negotiation of this deposit by the real estate broker shall not be deemed acceptance of the terms of the Offer. In the event of any disagreement between the parties concerning to whom escrowed funds should be paid, the escrow agent may retain said deposit pending written instructions mutually given by the BUYER and SELLER. The escrow agent shall abide by any Court decision concerning to whom the funds shall be paid and shall not be made a party to a pending lawsuit solely as a result of holding escrowed funds. Should the escrow agent be made a party in violation of this paragraph, the escrow agent shall be dismissed and the party asserting a claim against the escrow agent shall pay the agent's reasonable attorneys' fees and costs.

6. Contingencies. It is agreed that the BUYER'S obligations under this Offer and any Purchase and Sale Agreement signed pursuant to this Offer are expressly conditioned upon the following terms and conditions:

a. Mortgage. (Delete If Waived) The BUYER'S obligation to purchase is conditioned upon obtaining a written commitment for financing in the amount of \$N/A at prevailing rates, terms and conditions by . The BUYER shall have an obligation to act reasonably diligently to satisfy any condition within the BUYER'S control. If, despite reasonable efforts, the BUYER has been unable to obtain such written commitment the BUYER may terminate this agreement by giving written notice that is received by 5:00 p.m. on the calendar day after the date set forth above. In the event that notice has not been received, this condition is deemed waived. In the event that due notice has been received, the obligations of the parties shall cease and this agreement shall be void; and all monies deposited by the BUYER shall be returned. In no event shall the BUYER be deemed to have used reasonable efforts to obtain financing unless the BUYER has submitted one application by and acted reasonably promptly in providing additional information requested by the mortgage lender.



CONTRACT TO PURCHASE REAL ESTATE #501 (Page 2 of 2)



MASSACHUSETTS ASSOCIATION OF REALTORS®

(With Contingencies)

b. Inspections. (Delete If Waived) The BUYER'S obligations under this agreement are subject to the right to obtain inspection(s) of the Premises or any aspect thereof, including, but not limited to, home, pest, radon, lead paint, energy usage/efficiency, septic/sewer, water quality, and water drainage by consultant(s) regularly in the business of conducting said inspections, of BUYER'S own choosing, and at BUYER'S sole cost by N/A If the results are not satisfactory to BUYER, in BUYER'S sole discretion, BUYER shall have the right to give written notice received by the SELLER or SELLER'S agent by 5:00 p.m. on the calendar day after the date set forth above, terminating this agreement. Upon receipt of such notice this agreement shall be void and all monies deposited by the BUYER shall be returned. Failure to provide timely notice of termination shall constitute a waiver. In the event that the BUYER does not exercise the right to have such inspection(s) or to so terminate, the SELLER and the listing broker are each released from claims relating to the condition of the Premises that the BUYER or the BUYER'S consultants could reasonably have discovered.

7. Representations/Acknowledgments. The BUYER acknowledges receipt of an agency disclosure, lead paint disclosure (for residences built before 1978), and Home Inspectors Facts For Consumers brochure (prepared by the Office of Consumer Affairs). The BUYER is not relying upon any representation, verbal or written, from any real estate broker or licensee concerning legal use. Any reference to the category (single family, multi-family, residential, commercial) or the use of this property in any advertisement or listing sheet, including the number of units, number of rooms or other classification is not a representation concerning legal use or compliance with zoning by-laws, building code, sanitary code or other public or private restrictions by the broker. The BUYER understands that if this information is important to BUYER, it is the duty of the BUYER to seek advice from an attorney or written confirmation from the municipality. In addition, the BUYER acknowledges that there are no warranties or representations made by the SELLER or any broker on which BUYER relies in making this Offer, except those previously made in writing and the following: (if none, write "NONE"):

NONE

8. Buyer's Default. If the BUYER defaults in BUYER'S obligations, all monies tendered as a deposit shall be paid to the SELLER as liquidated damages and this shall be SELLER'S sole remedy.

9. Additional Terms.

Seller to provide septic design and order of conditions. Closing 2 weeks after receiving building permit.

Waterford Construction, LLC BUYER dotloop verified 03/04/21 11:11 AM EST 7X4M-KLWP-6EGH-DZIK BUYER

SELLER'S REPLY

SELLER(S): (check one and sign below)

- (a) ACCEPT(S) the Offer as set forth above at ___ a.m. / ___ p.m. on this ___ day of _____.
(b) REJECT(S) the Offer.
(c) Reject(s) the Offer and MAKE(S) A COUNTEROFFER on the following terms:

[Empty box for counteroffer terms]

This Counteroffer shall expire at ___ a.m. / ___ p.m. on ___ if not withdrawn earlier.

SELLER or spouse SELLER

(IF COUNTEROFFER FROM SELLER) BUYER'S REPLY

The BUYER: (check one and sign below)

- (a) ACCEPT(S) the Counteroffer as set forth above at ___ a.m. / ___ p.m. on ___ day of _____.
(b) REJECT(S) the Counteroffer.

BUYER BUYER

RECEIPT FOR DEPOSIT

I hereby acknowledge receipt of a deposit in the amount of \$ ___ from the BUYER this ___ day of _____.

Escrow Agent or Authorized Representative





Commonwealth of Massachusetts

BOARD OF REGISTRATION OF REAL ESTATE BROKERS AND SALESPERSONS

www.mass.gov/dpl/boards/re

MASSACHUSETTS MANDATORY REAL ESTATE LICENSEE-CONSUMER RELATIONSHIP DISCLOSURE **THIS IS NOT A CONTRACT**

This disclosure is provided to you, the consumer, by the real estate licensee listed in this disclosure.

THE TIME WHEN THE REAL ESTATE LICENSEE MUST PROVIDE THIS NOTICE TO THE CONSUMER:

All real estate licensees must present this form to you at the first personal meeting with you to discuss a specific property. In the event this relationship changes, an additional disclosure must be provided and completed at that time.

CONSUMER INFORMATION AND RESPONSIBILITY:

If you are a buyer or seller, you can engage a real estate licensee to provide advice, assistance and representation to you as your agent. The real estate licensee can represent you as the seller (Seller's Agent) or represent you as the buyer (Buyer's Agent), or can assist you as a Facilitator.

All real estate licensees, regardless of the working relationship with a consumer must, by law, present properties honestly and accurately, and disclose known material defects in the real estate.

The duties of a real estate licensee do not relieve consumers of the responsibility to protect their own interests. If you need advice for legal, tax, insurance, zoning, permitted use, or land survey matters, it is your responsibility to consult a professional in those areas. Real estate licensees do not and cannot perform home, lead paint, or insect inspections, nor do they perform septic system, wetlands or environmental evaluations.

Do not assume that a real estate licensee works solely for you unless you have an agreement for that relationship.

For more detailed definitions and descriptions about real estate relationships, please see page 2 of this disclosure.

THE SELLER OR BUYER RECEIVING THIS DISCLOSURE IS HEREBY ADVISED THAT THE REAL ESTATE LICENSEE NAMED BELOW IS WORKING AS A:

Check one: Seller's agent Buyer's agent Facilitator

If seller's or buyer's agent is checked above, the real estate licensee must complete the following section:

Check one: Non-Designated Agency
The real estate firm or business listed below and all other affiliated agents are also working as the agent of the Seller Buyer

Designated Agency
Only the licensee named herein represents the Seller Buyer (designated seller agency or designated buyer agency). In this situation any other agents affiliated with the firm or business listed below do not represent you and may represent another party in your real estate transaction.

By signing below, I, the real estate licensee, acknowledge that this disclosure has been provided to the consumer named herein:
Lynda Wilkes dotloop verified 03/04/21 10:59 AM EST USEW-H6XY-EDVI-S5YW Lynda Wilkes 950044 Broker Salesperson 03/04/2021
Signature of Real Estate Licensee Printed Name of Real Estate Licensee License # Today's Date

RE/MAX Innovative Properties
Name of Real Estate Brokerage Firm Brokerage Firm Real Estate License #
Waterford Construction, LLC dotloop verified 03/04/21 11:11 AM EST CQNE-3LOC-ADTC-NI9E Buyer Seller
Signature of Consumer Printed Name of Consumer Today's Date
 Buyer Seller
Signature of Consumer Printed Name of Consumer Today's Date

Check here if the consumer declines to sign this notice.

TYPES OF AGENCY REPRESENTATION

SELLER'S AGENT

A seller can engage the services of a real estate licensee to act as the seller's agent in the sale of the seller's property. This means that the real estate agent represents the seller, who is a client. The agent owes the seller client undivided loyalty, reasonable care, disclosure, obedience to lawful instruction, confidentiality and accounting. The agent must put the seller's interests first and attempt to negotiate price and terms acceptable to their seller client. The seller may authorize sub-agents to represent him/her in marketing its property to buyers, however the seller should be aware that wrongful action by the real estate agent or sub-agents may subject the seller to legal liability for those wrongful actions.

BUYER'S AGENT

A buyer can engage the services of a real estate licensee to act as the buyer's agent in the purchase of a property. This means that the real estate agent represents the buyer, who is a client. The agent owes the buyer client undivided loyalty, reasonable care, disclosure, obedience to lawful instruction, confidentiality and accounting. The agent must put the buyer's interests first and attempt to negotiate price and terms acceptable to their buyer client. The buyer may also authorize sub-agents to represent him/her in purchasing property, however the buyer should be aware that wrongful action by the real estate agent or sub-agents may subject the buyer to legal liability for those wrongful actions.

(NON-AGENT) FACILITATOR

When a real estate licensee works as a facilitator that licensee assists the seller and/or buyer in reaching an agreement but does not represent either the seller or buyer in the transaction. The facilitator and the broker with whom the facilitator is affiliated, owe the seller and buyer a duty to present all real property honestly and accurately by disclosing known material defects and owe a duty to account for funds. Unless otherwise agreed, the facilitator has no duty to keep information received from a seller or buyer confidential. Should the seller and/or buyer expressly agree, a facilitator relationship can be changed to a seller or buyer client relationship with the written agreement of the person so represented.

DESIGNATED SELLER'S AND BUYER'S AGENT

A real estate licensee can be designated by another real estate licensee (the appointing or designating agent) to represent a buyer or seller, provided the buyer or seller expressly agrees to such designation. The real estate licensee once so designated is then the agent for that buyer or seller who becomes the agent's client. The designated agent owes the buyer client or seller client, undivided loyalty, reasonable care, disclosure, obedience to lawful instruction, confidentiality and accounting. The agent must put their client's interests first, and attempt to negotiate price and terms acceptable to their client. No other licensees affiliated with the same firm represent the client unless otherwise agreed upon by the client. In situations where the appointing agent designates another agent to represent the seller and an agent to represent the buyer in the same transaction, then the appointing agent becomes a dual agent. Consequently, a dual agent cannot fully satisfy the duties of loyalty, full disclosure, obedience to lawful instructions, which is required of a seller or buyer agent. Only your designated agent represents your interests. Written consent for designated agency must be provided before a potential transaction is identified, but in any event, no later than prior to the execution of a written agreement for purchase or sale of residential property. The consent must contain the information provided for in the regulations of the Massachusetts Board of Registration of Real Estate Brokers and Salespeople (Board). A sample consent to designated agency is available at the Board's website at www.mass.gov/dpl/re.

DUAL AGENT

A real estate licensee may act as a dual agent representing both the seller and the buyer in a transaction but only with the express and informed written consent of both the seller and the buyer. A dual agent shall be neutral with regard to any conflicting interest of the seller and buyer. Consequently, a dual agent cannot satisfy fully the duties of loyalty, full disclosure, obedience to lawful instructions, which is required of a seller or buyer agent. A dual agent does, however, still owe a duty of confidentiality of material information and accounting for funds. Written consent for dual agency must be provided before a potential transaction is identified, but in any event, no later than prior to the execution of a written agreement for purchase or sale of residential property. The consent must contain the information provided for in the regulations of the Massachusetts Board of Registration of Real Estate Brokers and Salespeople (Board). A sample consent to dual agency is available at the Board's website at www.mass.gov/dpl/re.

Last Revised: January 24, 2017

OFFER TO PURCHASE REAL ESTATE

DATE: January 9, 2021

TO: Alan DiPietro
(SELLER)

The property herein referred to is identified as follows: Parcel 1 as described in a deed recorded with the Worcester Registry of deeds in Book 52462, Page 34 containing 4.071 acres +/-, and as shown on a plan recorded with said Deeds as Plan No. 206 of 1995 and shown on the Bolton Assessor's Map 3.00E-033.

ADDRESS: 110 Teele Road, Bolton, MA

Title Reference: Worcester Registry of Deeds in Book 52462, Page 364.

The undersigned hereby offer to buy said property under the following terms and conditions:

1. PURCHASE PRICE

I/we will pay therefore	\$145,000.00, of which
deposit to bind this offer	(a) 1,000.00, is paid herewith as a
deposit upon the execution of the Purchase and Sale Agreement provided for below;	(b) \$ 13,500.00, is to be paid as an additional
of the deed;	(c) \$130,500.00, is to be paid at the time of delivery
	(d) \$145,000.00, Total Purchase Price

2. ACCEPTANCE

This offer is good until 5:00 P.M. on January 12, 2021 at or before which time a copy shall be signed by you, the Seller(s) signifying acceptance of this Offer, and returned to the Buyer. Otherwise this Offer shall be considered rejected and the deposit will be returned to the Buyer.

3. PURCHASE AND SALE AGREEMENT

The parties will, on or before 5:00 P.M. on January 19, 2021 execute a mutually satisfactory Purchase and Sale Agreement which, when executed, shall be the agreement between the parties, and shall supercede this offer.

4. CLOSING

A good and sufficient Quitclaim Deed, conveying a good and clear record and marketable title shall be delivered at 12:00 P.M. on the fortieth (40th) day following the issuance of a building permit by the Bolton Building Department (and possibly Stowe Building Department at the appropriate Registry of Deeds, unless some other time and place are mutually agreed upon in writing. **Time is of the essence in this Agreement.**

5. DUE DILIGENCE

Buyer's performance is contingent upon the following: 1. A satisfactory perc test for a 4 bedroom home on the property; issuance from the Town of Bolton Building Department of a special permit for water resource; confirmation from the Town of Bolton Building Department that the variance issued to the seller in 2016 has not expired; a satisfactory perc test for a septic system to service a 4 bedroom home; a satisfactory well water test sufficient to service a 4 bedroom; and confirmation from the Bolton Conservation Commission that the environmental

violations described in Worcester Superior court Docket No. 1785CV00789 have been satisfactorily resolved; and subject to the title to the property being good and marketable with all liens paid in full either prior to or at the closing. If the Buyer is not satisfied with the results of such inspection(s), or if Buyer fails to obtain a building permit, or if any of the above conditions cannot be satisfied to Buyer's satisfaction, this Offer may be terminated by the Buyer by notifying the Seller(s) in writing, by said date, whereupon the binder paid hereunder will be returned to the Buyer. *All costs associated with obtaining permits/variance, perc tests, well water testing, and environmental remediation, shall be paid for by the Seller.*

6. FINANCING

This Offer is subject to the Buyer obtaining a Construction/commercial Mortgage commitment for up to a \$600,000.00 at the current interest rates, point, and terms by March 26, 2021. If the Buyer is unable to obtain the above-mentioned mortgage, he will notify the Seller in writing, on or before said date, whereupon the deposit to be paid under the Purchase and Sale Agreement will be returned to the Buyer and all parties discharged.

7. The initialed riders, if any, hereto are incorporated herein by reference.

Additional terms and conditions, if any:

NOTICE: THIS IS A LEGAL DOCUMENT THAT CREATES BINDING OBLIGATIONS. IF NOT UNDERSTOOD, CONSULT AN ATTORNEY.

WITNESS my/our hand(s) and seal(s) as of the above date.

Don Daley
(BUYER)

Elizabeth Marquis
(BUYER)

41 Wilkins Street
(ADDRESS) Hudson, MA
01749

41 Wilkins Street
(ADDRESS) Hudson, MA
01749

THIS OFFER is hereby accepted and is acknowledged by my/our receipt from _____ of the sum of \$ _____ in (check one) cash _____ check _____ (subject to collection) as binder under the terms and conditions of above Offer on _____, 2021.

(SELLER)

(SELLER)

(ADDRESS)

(ADDRESS)

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS**

ALAN DIPIETRO,

Plaintiff,

v.

TOWN OF BOLTON,

Defendant.

Civil Action No. 4:23-cv-40004-MRG

**JOSHUA POLK'S DECLARATION IN SUPPORT OF PLAINTIFF'S
RESPONSE TO DEFENDANT'S MOTION FOR SUMMARY JUDGMENT**

I, Joshua Polk, declare under penalty of perjury under the laws of the state of Massachusetts that the following is true and correct:

1. I am now and at all relevant times was a citizen of the United States, over the age of 18 years, competent to make this declaration, and make this declaration from my own personal knowledge.
2. I am counsel for the plaintiff in the above-captioned matter.
3. In response to a Request for Production issued by Mr. DiPietro, Defendants provided documents on March 28, 2024. True and correct copies of excerpts from this production are provided in Exhibit A to this declaration.
4. On October 26, 2023, Plaintiff issued a set of interrogatories to Defendant. A true and correct copy of Defendant's responses are attached as Exhibit B.
5. On November 13, 2024, I accessed the Town of Bolton's website and downloaded documents related to the amendment of the Town's wetlands by

law. True and correct copies of the downloaded documents are attached as Exhibit C.

6. On September 15, 2023, Plaintiff received initial disclosures from Defendant, including document production. Relevant excerpts from this document production are attached as Exhibit D.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

SIGNED this 18th day of November, 2024.



Joshua Polk

EXHIBIT

A



663 Main Street, Bolton, Ma 01740
(978) 779-3304

March 7, 2017


Alan DiPietro
Lot 1 Teele Rd.
Bolton, MA 01740

RE: Order of Conditions DEP File #0112-0660
Single Family Home, associated site work & septic system


Enclosed is the original copy of the Order of Conditions issued by the Bolton Conservation Commission under the Wetland Protection Act 310 CMR 10 for Lot 1 Teele Rd (Map 3E Parcel 33). Please record this document with Worcester County Registry of Deeds and provide the Commission with the recording confirmation on page 3.

Please note the Local Wetland Bylaw Chapter 233 Section 1.18 Order of Conditions could not be issued at this time due to property's conflict associated with the Taxation Bylaw of the Town of Bolton Chapter 215. Prior to Construction or sign-off on a building permit by the Conservation Department the taxation conflict must be resolved and the local Wetland Bylaw Order of Conditions issued upon approval by the Conservation Commission. If you have any questions, please feel free to contact my office Monday through Thursday between 9 a.m. and 2:30 p.m.

For the Commission,


Rebecca A. Longvall
Conservation Agent

cc: DEP- CERO
Bolton Board of Health
Nashoba Board of Health
Planning Board
Zoning Board of Appeals
Building Inspector
Historical Commission

A True copy
Attest: 



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands
WPA Form 5 – Order of Conditions
 Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:
 0112-0660
 MassDEP File #
 eDEP Transaction #
 Bolton
 City/Town

A. General Information

Please note:
 this form has been modified with added space to accommodate the Registry of Deeds Requirements

Important:
 When filling out forms on the computer, use only the tab key to move your cursor - do not use the return key.



1. From: Bolton Conservation Commission
 Conservation Commission

2. This issuance is for (check one):
 a. Order of Conditions b. Amended Order of Conditions

3. To: Applicant:
 Alan DiPietro
 a. First Name b. Last Name

c. Organization

201 Maple Street
 d. Mailing Address

Stow MA 01775
 e. City/Town f. State g. Zip Code

4. Property Owner (if different from applicant):
 a. First Name b. Last Name

c. Organization

d. Mailing Address

e. City/Town f. State g. Zip Code

5. Project Location:
Lot 1 Teele Rd. Bolton
 a. Street Address b. City/Town
3E 33
 c. Assessors Map/Plat Number d. Parcel/Lot Number

Latitude and Longitude, if known: 42d42m S -71d55m S
 d. Latitude e. Longitude



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands
WPA Form 5 – Order of Conditions
 Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:
 0112-0660
 MassDEP File # _____
 eDEP Transaction # _____
 Bolton
 City/Town

A. General Information (cont.)

6. Property recorded at the Registry of Deeds for (attach additional information if more than one parcel):
- a. County _____ b. Certificate Number (if registered land) _____
- c. Book _____ d. Page _____
7. Dates: a. Date Notice of Intent Filed _____ b. Date Public Hearing Closed _____ c. Date of Issuance _____
8. Final Approved Plans and Other Documents (attach additional plan or document references as needed):
- a. Plan Title Notice of Intent Plan Lot #1 Teele Rd.
- b. Prepared By Action Survey + Engineering edits by: Alan DiPietro c. Signed and Stamped by _____
- d. Final Revision Date February 28, 2018 e. Scale 1" = 40'
- f. Additional Plan or Document Title _____ g. Date _____

B. Findings

1. Findings pursuant to the Massachusetts Wetlands Protection Act:
- Following the review of the above-referenced Notice of Intent and based on the information provided in this application and presented at the public hearing, this Commission finds that the areas in which work is proposed is significant to the following interests of the Wetlands Protection Act (the Act). Check all that apply:
- a. Public Water Supply b. Land Containing Shellfish c. Prevention of Pollution
- d. Private Water Supply e. Fisheries f. Protection of Wildlife Habitat
- g. Groundwater Supply h. Storm Damage Prevention i. Flood Control
2. This Commission hereby finds the project, as proposed, is: (check one of the following boxes)

Approved subject to:

- a. the following conditions which are necessary in accordance with the performance standards set forth in the wetlands regulations. This Commission orders that all work shall be performed in accordance with the Notice of Intent referenced above, the following General Conditions, and any other special conditions attached to this Order. To the extent that the following conditions modify or differ from the plans, specifications, or other proposals submitted with the Notice of Intent, these conditions shall control.



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands
WPA Form 5 – Order of Conditions
 Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:
 0112-0660
 MassDEP File # _____
 eDEP Transaction # _____
Bolton
 City/Town

B. Findings (cont.)

Denied because:

- b. the proposed work cannot be conditioned to meet the performance standards set forth in the wetland regulations. Therefore, work on this project may not go forward unless and until a new Notice of Intent is submitted which provides measures which are adequate to protect the interests of the Act, and a final Order of Conditions is issued. **A description of the performance standards which the proposed work cannot meet is attached to this Order.**
- c. the information submitted by the applicant is not sufficient to describe the site, the work, or the effect of the work on the interests identified in the Wetlands Protection Act. Therefore, work on this project may not go forward unless and until a revised Notice of Intent is submitted which provides sufficient information and includes measures which are adequate to protect the Act's interests, and a final Order of Conditions is issued. **A description of the specific information which is lacking and why it is necessary is attached to this Order as per 310 CMR 10.05(6)(c).**
- 3. Buffer Zone Impacts: Shortest distance between limit of project disturbance and the wetland resource area specified in 310 CMR 10.02(1)(a) _____ a. linear feet

Inland Resource Area Impacts: Check all that apply below. (For Approvals Only)

Resource Area	Proposed Alteration	Permitted Alteration	Proposed Replacement	Permitted Replacement
4. <input type="checkbox"/> Bank	_____ a. linear feet	_____ b. linear feet	_____ c. linear feet	_____ d. linear feet
5. <input type="checkbox"/> Bordering Vegetated Wetland	_____ a. square feet	_____ b. square feet	_____ c. square feet	_____ d. square feet
6. <input type="checkbox"/> Land Under Waterbodies and Waterways	_____ a. square feet	_____ b. square feet	_____ c. square feet	_____ d. square feet
	_____ e. c/y dredged	_____ f. c/y dredged		
7. <input type="checkbox"/> Bordering Land Subject to Flooding	_____ a. square feet	_____ b. square feet	_____ c. square feet	_____ d. square feet
Cubic Feet Flood Storage	_____ e. cubic feet	_____ f. cubic feet	_____ g. cubic feet	_____ h. cubic feet
8. <input type="checkbox"/> Isolated Land Subject to Flooding	_____ a. square feet	_____ b. square feet		
Cubic Feet Flood Storage	_____ c. cubic feet	_____ d. cubic feet	_____ e. cubic feet	_____ f. cubic feet
9. <input type="checkbox"/> Riverfront Area	_____ a. total sq. feet	_____ b. total sq. feet		
Sq ft within 100 ft	_____ c. square feet	_____ d. square feet	_____ e. square feet	_____ f. square feet
Sq ft between 100-200 ft	_____ g. square feet	_____ h. square feet	_____ i. square feet	_____ j. square feet



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands
WPA Form 5 – Order of Conditions
 Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:
 0112-0660
 MassDEP File # _____
 eDEP Transaction # _____
 Bolton
 City/Town

B. Findings (cont.)

Coastal Resource Area Impacts: Check all that apply below. (For Approvals Only)

	Proposed Alteration	Permitted Alteration	Proposed Replacement	Permitted Replacement
10. <input type="checkbox"/> Designated Port Areas	Indicate size under Land Under the Ocean, below			
11. <input type="checkbox"/> Land Under the Ocean	_____ a. square feet	_____ b. square feet		
	_____ c. c/y dredged	_____ d. c/y dredged		
12. <input type="checkbox"/> Barrier Beaches	Indicate size under Coastal Beaches and/or Coastal Dunes below			
13. <input type="checkbox"/> Coastal Beaches	_____ a. square feet	_____ b. square feet	_____ c. nourishment cu yd	_____ d. nourishment cu yd
14. <input type="checkbox"/> Coastal Dunes	_____ a. square feet	_____ b. square feet	_____ c. nourishment cu yd	_____ d. nourishment cu yd
15. <input type="checkbox"/> Coastal Banks	_____ a. linear feet	_____ b. linear feet		
16. <input type="checkbox"/> Rocky Intertidal Shores	_____ a. square feet	_____ b. square feet		
17. <input type="checkbox"/> Salt Marshes	_____ a. square feet	_____ b. square feet	_____ c. square feet	_____ d. square feet
18. <input type="checkbox"/> Land Under Salt Ponds	_____ a. square feet	_____ b. square feet		
	_____ c. c/y dredged	_____ d. c/y dredged		
19. <input type="checkbox"/> Land Containing Shellfish	_____ a. square feet	_____ b. square feet	_____ c. square feet	_____ d. square feet
20. <input type="checkbox"/> Fish Runs	Indicate size under Coastal Banks, Inland Bank, Land Under the Ocean, and/or inland Land Under Waterbodies and Waterways, above			
	_____ a. c/y dredged	_____ b. c/y dredged		
21. <input type="checkbox"/> Land Subject to Coastal Storm Flowage	_____ a. square feet	_____ b. square feet		
22. <input type="checkbox"/> Riverfront Area	_____ a. total sq. feet	_____ b. total sq. feet		
Sq ft within 100 ft	_____ c. square feet	_____ d. square feet	_____ e. square feet	_____ f. square feet
Sq ft between 100-200 ft	_____ g. square feet	_____ h. square feet	_____ i. square feet	_____ j. square feet



Massachusetts Department of Environmental Protection
 Bureau of Resource Protection - Wetlands
WPA Form 5 – Order of Conditions
 Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:
 0112-0660
 MassDEP File # _____
 eDEP Transaction # _____
 Bolton
 City/Town

B. Findings (cont.)

* #23. If the project is for the purpose of restoring or enhancing a wetland resource area in addition to the square footage that has been entered in Section B.5.c (BVW) or B.17.c (Salt Marsh) above, please enter the additional amount here.

23. Restoration/Enhancement *:
- a. square feet of BVW _____ b. square feet of salt marsh _____
24. Stream Crossing(s):
- a. number of new stream crossings _____ b. number of replacement stream crossings _____

C. General Conditions Under Massachusetts Wetlands Protection Act

The following conditions are only applicable to Approved projects.

1. Failure to comply with all conditions stated herein, and with all related statutes and other regulatory measures, shall be deemed cause to revoke or modify this Order.
2. The Order does not grant any property rights or any exclusive privileges; it does not authorize any injury to private property or invasion of private rights.
3. This Order does not relieve the permittee or any other person of the necessity of complying with all other applicable federal, state, or local statutes, ordinances, bylaws, or regulations.
4. The work authorized hereunder shall be completed within three years from the date of this Order unless either of the following apply:
 - a. The work is a maintenance dredging project as provided for in the Act; or
 - b. The time for completion has been extended to a specified date more than three years, but less than five years, from the date of issuance. If this Order is intended to be valid for more than three years, the extension date and the special circumstances warranting the extended time period are set forth as a special condition in this Order.
 - c. If the work is for a Test Project, this Order of Conditions shall be valid for no more than one year.
5. This Order may be extended by the issuing authority for one or more periods of up to three years each upon application to the issuing authority at least 30 days prior to the expiration date of the Order. An Order of Conditions for a Test Project may be extended for one additional year only upon written application by the applicant, subject to the provisions of 310 CMR 10.05(11)(f).
6. If this Order constitutes an Amended Order of Conditions, this Amended Order of Conditions does not extend the issuance date of the original Final Order of Conditions and the Order will expire on 3/6/2021 unless extended in writing by the Department.
7. Any fill used in connection with this project shall be clean fill. Any fill shall contain no trash, refuse, rubbish, or debris, including but not limited to lumber, bricks, plaster, wire, lath, paper, cardboard, pipe, tires, ashes, refrigerators, motor vehicles, or parts of any of the foregoing.



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands

WPA Form 5 – Order of Conditions

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:

0112-0660

MassDEP File #

eDEP Transaction #

Bolton

City/Town

C. General Conditions Under Massachusetts Wetlands Protection Act

8. This Order is not final until all administrative appeal periods from this Order have elapsed, or if such an appeal has been taken, until all proceedings before the Department have been completed.
9. No work shall be undertaken until the Order has become final and then has been recorded in the Registry of Deeds or the Land Court for the district in which the land is located, within the chain of title of the affected property. In the case of recorded land, the Final Order shall also be noted in the Registry's Grantor Index under the name of the owner of the land upon which the proposed work is to be done. In the case of the registered land, the Final Order shall also be noted on the Land Court Certificate of Title of the owner of the land upon which the proposed work is done. The recording information shall be submitted to the Conservation Commission on the form at the end of this Order, which form must be stamped by the Registry of Deeds, prior to the commencement of work.
10. A sign shall be displayed at the site not less than two square feet or more than three square feet in size bearing the words,

"Massachusetts Department of Environmental Protection" [or, "MassDEP"]
"File Number 0112-0660 "
11. Where the Department of Environmental Protection is requested to issue a Superseding Order, the Conservation Commission shall be a party to all agency proceedings and hearings before MassDEP.
12. Upon completion of the work described herein, the applicant shall submit a Request for Certificate of Compliance (WPA Form 8A) to the Conservation Commission.
13. The work shall conform to the plans and special conditions referenced in this order.
14. Any change to the plans identified in Condition #13 above shall require the applicant to inquire of the Conservation Commission in writing whether the change is significant enough to require the filing of a new Notice of Intent.
15. The Agent or members of the Conservation Commission and the Department of Environmental Protection shall have the right to enter and inspect the area subject to this Order at reasonable hours to evaluate compliance with the conditions stated in this Order, and may require the submittal of any data deemed necessary by the Conservation Commission or Department for that evaluation.
16. This Order of Conditions shall apply to any successor in interest or successor in control of the property subject to this Order and to any contractor or other person performing work conditioned by this Order.



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands

WPA Form 5 – Order of Conditions

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:

0112-0660

MassDEP File #

eDEP Transaction #

Bolton

City/Town

C. General Conditions Under Massachusetts Wetlands Protection Act (cont.)

17. Prior to the start of work, and if the project involves work adjacent to a Bordering Vegetated Wetland, the boundary of the wetland in the vicinity of the proposed work area shall be marked by wooden stakes or flagging. Once in place, the wetland boundary markers shall be maintained until a Certificate of Compliance has been issued by the Conservation Commission.
18. All sedimentation barriers shall be maintained in good repair until all disturbed areas have been fully stabilized with vegetation or other means. At no time shall sediments be deposited in a wetland or water body. During construction, the applicant or his/her designee shall inspect the erosion controls on a daily basis and shall remove accumulated sediments as needed. The applicant shall immediately control any erosion problems that occur at the site and shall also immediately notify the Conservation Commission, which reserves the right to require additional erosion and/or damage prevention controls it may deem necessary. Sedimentation barriers shall serve as the limit of work unless another limit of work line has been approved by this Order.
19. The work associated with this Order (the "Project")
- (1) is subject to the Massachusetts Stormwater Standards
- (2) is NOT subject to the Massachusetts Stormwater Standards

If the work is subject to the Stormwater Standards, then the project is subject to the following conditions:

- a) All work, including site preparation, land disturbance, construction and redevelopment, shall be implemented in accordance with the construction period pollution prevention and erosion and sedimentation control plan and, if applicable, the Stormwater Pollution Prevention Plan required by the National Pollution Discharge Elimination System Construction General Permit as required by Stormwater Condition 8. Construction period erosion, sedimentation and pollution control measures and best management practices (BMPs) shall remain in place until the site is fully stabilized.
- b) No stormwater runoff may be discharged to the post-construction stormwater BMPs unless and until a Registered Professional Engineer provides a Certification that:
- i. all construction period BMPs have been removed or will be removed by a date certain specified in the Certification. For any construction period BMPs intended to be converted to post construction operation for stormwater attenuation, recharge, and/or treatment, the conversion is allowed by the MassDEP Stormwater Handbook BMP specifications and that the BMP has been properly cleaned or prepared for post construction operation, including removal of all construction period sediment trapped in inlet and outlet control structures;
 - ii. as-built final construction BMP plans are included, signed and stamped by a Registered Professional Engineer, certifying the site is fully stabilized;
 - iii. any illicit discharges to the stormwater management system have been removed, as per the requirements of Stormwater Standard 10;



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands

WPA Form 5 – Order of Conditions

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:

0112-0660

MassDEP File #

eDEP Transaction #

Bolton

City/Town

C. General Conditions Under Massachusetts Wetlands Protection Act (cont.)

- iv. all post-construction stormwater BMPs are installed in accordance with the plans (including all planting plans) approved by the issuing authority, and have been inspected to ensure that they are not damaged and that they are in proper working condition;
- v. any vegetation associated with post-construction BMPs is suitably established to withstand erosion.
- c) The landowner is responsible for BMP maintenance until the issuing authority is notified that another party has legally assumed responsibility for BMP maintenance. Prior to requesting a Certificate of Compliance, or Partial Certificate of Compliance, the responsible party (defined in General Condition 18(e)) shall execute and submit to the issuing authority an Operation and Maintenance Compliance Statement ("O&M Statement") for the Stormwater BMPs identifying the party responsible for implementing the stormwater BMP Operation and Maintenance Plan ("O&M Plan") and certifying the following:
- i.) the O&M Plan is complete and will be implemented upon receipt of the Certificate of Compliance, and
 - ii.) the future responsible parties shall be notified in writing of their ongoing legal responsibility to operate and maintain the stormwater management BMPs and implement the Stormwater Pollution Prevention Plan.
- d) Post-construction pollution prevention and source control shall be implemented in accordance with the long-term pollution prevention plan section of the approved Stormwater Report and, if applicable, the Stormwater Pollution Prevention Plan required by the National Pollution Discharge Elimination System Multi-Sector General Permit.
- e) Unless and until another party accepts responsibility, the landowner, or owner of any drainage easement, assumes responsibility for maintaining each BMP. To overcome this presumption, the landowner of the property must submit to the issuing authority a legally binding agreement of record, acceptable to the issuing authority, evidencing that another entity has accepted responsibility for maintaining the BMP, and that the proposed responsible party shall be treated as a permittee for purposes of implementing the requirements of Conditions 18(f) through 18(k) with respect to that BMP. Any failure of the proposed responsible party to implement the requirements of Conditions 18(f) through 18(k) with respect to that BMP shall be a violation of the Order of Conditions or Certificate of Compliance. In the case of stormwater BMPs that are serving more than one lot, the legally binding agreement shall also identify the lots that will be serviced by the stormwater BMPs. A plan and easement deed that grants the responsible party access to perform the required operation and maintenance must be submitted along with the legally binding agreement.
- f) The responsible party shall operate and maintain all stormwater BMPs in accordance with the design plans, the O&M Plan, and the requirements of the Massachusetts Stormwater Handbook.



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands
WPA Form 5 – Order of Conditions
Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:
0112-0660

MassDEP File #

eDEP Transaction #

Bolton

City/Town

C. General Conditions Under Massachusetts Wetlands Protection Act (cont.)

- g) The responsible party shall:
1. Maintain an operation and maintenance log for the last three (3) consecutive calendar years of inspections, repairs, maintenance and/or replacement of the stormwater management system or any part thereof, and disposal (for disposal the log shall indicate the type of material and the disposal location);
 2. Make the maintenance log available to MassDEP and the Conservation Commission ("Commission") upon request; and
 3. Allow members and agents of the MassDEP and the Commission to enter and inspect the site to evaluate and ensure that the responsible party is in compliance with the requirements for each BMP established in the O&M Plan approved by the issuing authority.
- h) All sediment or other contaminants removed from stormwater BMPs shall be disposed of in accordance with all applicable federal, state, and local laws and regulations.
- i) Illicit discharges to the stormwater management system as defined in 310 CMR 10.04 are prohibited.
- j) The stormwater management system approved in the Order of Conditions shall not be changed without the prior written approval of the issuing authority.
- k) Areas designated as qualifying pervious areas for the purpose of the Low Impact Site Design Credit (as defined in the MassDEP Stormwater Handbook, Volume 3, Chapter 1, Low Impact Development Site Design Credits) shall not be altered without the prior written approval of the issuing authority.
- l) Access for maintenance, repair, and/or replacement of BMPs shall not be withheld. Any fencing constructed around stormwater BMPs shall include access gates and shall be at least six inches above grade to allow for wildlife passage.

Special Conditions (if you need more space for additional conditions, please attach a text document):

- 1) Allow re-vegetation of areas outside limit of work.
 - 2) Erosion controls will consist of mulch wattles and silt fence along driveway and straw bales near SFH with silt fence.
 - 3) areas ~~along~~ outside limit of work shall be allowed to re-naturalize.
20. For Test Projects subject to 310 CMR 10.05(11), the applicant shall also implement the monitoring plan and the restoration plan submitted with the Notice of Intent. If the conservation commission or Department determines that the Test Project threatens the public health, safety or the environment, the applicant shall implement the removal plan submitted with the Notice of Intent or modify the project as directed by the conservation commission or the Department.



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands
WPA Form 5 – Order of Conditions
 Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:
 0112-0660
 MassDEP File #
 eDEP Transaction #
 Bolton
 City/Town

D. Findings Under Municipal Wetlands Bylaw or Ordinance

1. Is a municipal wetlands bylaw or ordinance applicable? Yes No
2. The Bolton Conservation Commission hereby finds (check one that applies):
 Conservation Commission
 - a. that the proposed work cannot be conditioned to meet the standards set forth in a municipal ordinance or bylaw, specifically:

1. Municipal Ordinance or Bylaw _____ 2. Citation _____

Therefore, work on this project may not go forward unless and until a revised Notice of Intent is submitted which provides measures which are adequate to meet these standards, and a final Order of Conditions is issued.

- that the following additional conditions are necessary to comply with a municipal ordinance or bylaw:
Town of Bolton Wetlands Bylaw Chapter 233 Section 1.18
 1. Municipal Ordinance or Bylaw _____ 2. Citation _____

3. The Commission orders that all work shall be performed in accordance with the following conditions and with the Notice of Intent referenced above. To the extent that the following conditions modify or differ from the plans, specifications, or other proposals submitted with the Notice of Intent, the conditions shall control.

The special conditions relating to municipal ordinance or bylaw are as follows (if you need more space for additional conditions, attach a text document):

All property taxes associated with Lot 1 Teele Rd. 3E-33 shall be paid prior to issuance of Local Wetlands Bylaw Permit. Work shall not begin until permit has been received by property owner and issued by Bolton Conservation Commission.



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands
WPA Form 5 – Order of Conditions
Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:
0112-0660
MassDEP File #
eDEP Transaction #
Bolton
City/Town

E. Signatures

This Order is valid for three years, unless otherwise specified as a special condition pursuant to General Conditions #4, from the date of issuance.

3/6/2018
1. Date of Issuance

Please indicate the number of members who will sign this form.
This Order must be signed by a majority of the Conservation Commission.

4
2. Number of Signers

The Order must be mailed by certified mail (return receipt requested) or hand delivered to the applicant. A copy also must be mailed or hand delivered at the same time to the appropriate Department of Environmental Protection Regional Office, if not filing electronically, and the property owner, if different from applicant.

Signatures:

[Signature]
[Signature]
[Signature]

[Signature]

by hand delivery on

by certified mail, return receipt requested, on

Date

3/19/2018
Date

F. Appeals

The applicant, the owner, any person aggrieved by this Order, any owner of land abutting the land subject to this Order, or any ten residents of the city or town in which such land is located, are hereby notified of their right to request the appropriate MassDEP Regional Office to issue a Superseding Order of Conditions. The request must be made by certified mail or hand delivery to the Department, with the appropriate filing fee and a completed Request for Departmental Action Fee Transmittal Form, as provided in 310 CMR 10.03(7) within ten business days from the date of issuance of this Order. A copy of the request shall at the same time be sent by certified mail or hand delivery to the Conservation Commission and to the applicant, if he/she is not the appellant.

Any appellants seeking to appeal the Department's Superseding Order associated with this appeal will be required to demonstrate prior participation in the review of this project. Previous participation in the permit proceeding means the submission of written information to the Conservation Commission prior to the close of the public hearing, requesting a Superseding Order, or providing written information to the Department prior to issuance of a Superseding Order.

The request shall state clearly and concisely the objections to the Order which is being appealed and how the Order does not contribute to the protection of the interests identified in the Massachusetts Wetlands Protection Act (M.G.L. c. 131, § 40), and is inconsistent with the wetlands regulations (310 CMR 10.00). To the extent that the Order is based on a municipal ordinance or bylaw; and not on the Massachusetts Wetlands Protection Act or regulations, the Department has no appellate jurisdiction.



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands

DEP File Number: _____

**Request for Departmental Action Fee
Transmittal Form**

Provided by DEP _____

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

A. Request Information

1. Location of Project

a. Street Address _____

b. City/Town, Zip _____

c. Check number _____

d. Fee amount _____

2. Person or party making request (if appropriate, name the citizen group's representative):

Name _____

Mailing Address _____

City/Town _____

State _____

Zip Code _____

Phone Number _____

Fax Number (if applicable) _____

3. Applicant (as shown on Determination of Applicability (Form 2), Order of Resource Area Delineation (Form 4B), Order of Conditions (Form 5), Restoration Order of Conditions (Form 5A), or Notice of Non-Significance (Form 6)):

Name _____

Mailing Address _____

City/Town _____

State _____

Zip Code _____

Phone Number _____

Fax Number (if applicable) _____

4. DEP File Number: _____

Important:
When filling out forms on the computer, use only the tab key to move your cursor - do not use the return key.



B. Instructions

1. When the Departmental action request is for (check one):

Superseding Order of Conditions – Fee: \$120.00 (single family house projects) or \$245 (all other projects)

Superseding Determination of Applicability – Fee: \$120

Superseding Order of Resource Area Delineation – Fee: \$120



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands

**Request for Departmental Action Fee
Transmittal Form**

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

DEP File Number:

Provided by DEP

B. Instructions (cont.)

Send this form and check or money order, payable to the *Commonwealth of Massachusetts*, to:

Department of Environmental Protection
Box 4062
Boston, MA 02211

2. On a separate sheet attached to this form, state clearly and concisely the objections to the Determination or Order which is being appealed. To the extent that the Determination or Order is based on a municipal bylaw, and not on the Massachusetts Wetlands Protection Act or regulations, the Department has no appellate jurisdiction.
3. Send a **copy** of this form and a **copy** of the check or money order with the Request for a Superseding Determination or Order by certified mail or hand delivery to the appropriate DEP Regional Office (see <http://www.mass.gov/eea/agencies/massdep/about/contacts/>).
4. A copy of the request shall at the same time be sent by certified mail or hand delivery to the Conservation Commission and to the applicant, if he/she is not the appellant.

EXHIBIT

B

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

ALAN DIPIETRO,
Plaintiff,

v.

TOWN OF BOLTON,
Defendant.

CASE NO. 4:23-CV-40004-MRG

DEFENDANT, TOWN OF BOLTON'S ANSWERS TO PLAINTIFF'S FIRST SET OF INTERROGATORIES

Pursuant to the provisions of Rule 33 of the Federal Rules of Civil Procedure, the Defendant, the Town of Bolton ("Town"), answers the Plaintiff Alan DiPietro's ("Mr. DiPietro") First Set of Interrogatories, as follows:

General Objections

The Town objects to the Instructions and Definitions sections preceding the Requests for Admission to the extent they purport to impose upon the Town obligations in responding greater than those imposed by the Federal Rules of Civil Procedure.

The Town objects to the Interrogatories to the extent they seek information protected from discovery by the attorney-client privilege, the work product doctrine, and other applicable privileges and immunities.

Answers to Interrogatories

Interrogatory No. 1. Identify all individuals consulted in the preparation of answers to these interrogatories, including indicating the interrogatory or interrogatories for which they were consulted.

Response No. 1. The Town objects to this Interrogatory to the extent that it seeks communications, information, or analysis protected by the attorney-client privilege and/or work product doctrine. Without waiving these objections, the Town states that Don Lowe, Town

Administrator for the Town of Bolton, is answering these Interrogatories on behalf of the Town as set forth in the accompanying certification.

Interrogatory No. 2. Identify all documents referred to or examined in the preparation of the answers to these interrogatories, including identifying the interrogatory for which the document was referred to or examined.

Response No. 2. The Town objects to this Interrogatory to the extent that it seeks communications, information, or analyses protected by the attorney-client privilege and/or work product doctrine. Without waiving these objections, the Town states that these Answers were prepared using information and documents obtained from multiple officials and representatives of the Town of Bolton. Answering further, the documents reviewed or examined include Mr. DiPietro's Complaint for Declaratory Relief and Damages, Mr. DiPietro's initial disclosures and document production, Bates Nos. DiPietro Prod.00001-000251, and the Town's initial disclosures and document production, Bates Nos. BOLTON000001-000108.

Interrogatory No. 3. For each of the years between 2014 and 2021 inclusive in which Plaintiff owed taxes on the Property, state the amount of taxes assessed, and separately state the amount of penalties, interest, and fees that accrued for each year of unpaid taxes.

Response No. 3. The Town objects to this Interrogatory because the information is available to and already has been provided to Mr. DiPietro in the normal course of business in his tax bills and in the Land Court litigation. The Town further states that the answer to this Interrogatory may be derived or ascertained from the business records of the Town and the Plaintiff, or from an examination, audit or inspection of such business records, including a compilation, abstract or summary thereof, and the burden of deriving or ascertaining the answer is substantially the same for the Plaintiff as for the Town. Accordingly, and pursuant to Fed. R. Civ. P. 33(c), the Town refers the Plaintiff to his own documents and the Town's document production.

Interrogatory No. 4. List all notices that were mailed regarding the tax assessment or tax delinquency of the Property between 2014 and 2021, inclusive. For each such notice, state:

- a. The statutory provision authorizing or mandating the mailing, if any;
- b. The date of mailing;
- c. The address of mailing;
- d. Whether the mailing was returned undelivered.

Response No. 4. The Town objects to this Interrogatory as overly broad, unduly burdensome, and not relevant to the subject matter of this action. The Town further objects to this Interrogatory because the information is already available to and has been provided to Mr. DiPietro in the normal course of business in his tax bills and in the Land Court litigation. The Town further states that the answer to this Interrogatory may be derived or ascertained from the business records of the Town and the Plaintiff, or from an examination, audit or inspection of such business records, including a compilation, abstract or summary thereof, and the burden of deriving or ascertaining the answer is substantially the same for the Plaintiff as for the Town. Accordingly, and pursuant to Fed. R. Civ. P. 33(c), the Town refers the Plaintiff to his own documents and the Town's document production.

Interrogatory No. 5. Besides the notices listed in interrogatory No. 4, list any other notices relating to the tax delinquency of the Property beginning in 2014. For each such notice, describe the means of notice, who the notice is given to, the date of the notice, and the content of the notice.

Response No. 5. The Town objects to this Interrogatory as overly broad, unduly burdensome, and not relevant to the subject matter of this action. The Town further objects to this Interrogatory because the information is available to and already has been provided to Mr. DiPietro in the normal course of business in his tax bills and in the Land Court litigation. The Town further states that the answer to this Interrogatory may be derived or ascertained from the business records of the Town and the Plaintiff, or from an examination, audit or inspection of

such business records, including a compilation, abstract or summary thereof, and the burden of deriving or ascertaining the answer is substantially the same for the Plaintiff as for the Town.

Accordingly, and pursuant to Fed. R. Civ. P. 33(c), the Town refers the Plaintiff to his own documents and the Town's document production.

Interrogatory No. 6. At the time of the Property's foreclosure, what was the total tax liability owing on the Property? Please break down this liability by designating which portions were generated by tax assessments, penalties, interest, and fees.

Response No. 6. The Town objects to this Interrogatory because the information is already available to and has been provided to Mr. DiPietro in the normal course of business in his tax bills and in the Land Court litigation. The Town further states that the answer to this Interrogatory may be derived or ascertained from the business records of the Town and the Plaintiff, or from an examination, audit or inspection of such business records, including a compilation, abstract or summary thereof, and the burden of deriving or ascertaining the answer is substantially the same for the Plaintiff as for the Town. Accordingly, and pursuant to Fed. R. Civ. P. 33(c), the Town refers the Plaintiff to his own documents and the Town's document production.

Answering further, the Town refers Mr. DiPietro to the Land Court's Tax Lien Finding pursuant to G.L. c. 60, § 68, which states that as of October 1 2020, Mr. DiPietro could have redeemed the real property by payment to the Town of:

1. The sum of \$41,532.79, plus interest as allowed by statute from the date of this Finding to the date of payment.
2. Court costs of \$1,012.80.
3. Legal fees of \$2,110.00

Interrogatory No. 7. If successful in evicting Mr. DiPietro from the Property, how does the Town plan to put the Property to use? Please provide any supporting documentation.

Response No. 7. The Town objects to this Interrogatory on the grounds that it is vague, ambiguous, overly broad, and not relevant to the subject matter of this action. Without waiving these objections, the Town states that its intention is to sell the Property by auction in accordance with M.G.L. c. 60.

Interrogatory No. 8. If successful in evicting Mr. DiPietro from the Property, does the Town plan on making improvements to the Property? Please provide any supporting documentation.

Response No. 8. The Town objects to this Interrogatory on the grounds that it is vague, ambiguous, overly broad, not relevant to the subject matter of this action, and because the term “improvements” is not defined. Without waiving these objections, the Town refers Mr. DiPietro to Answer No. 7.

Interrogatory No. 9. Has the Town initiated tax takings other than for the Property within the last ten years?

Response No. 9. The Town objects to this Interrogatory on the grounds that it is overly broad, and not relevant to the subject matter of this action. Without waiving these objections, the Town states that it has initiated tax takings on other properties in the last ten (10) years.

Interrogatory No. 10. Does the Town have any administrative procedure for an owner who loses his or her property in tax foreclosure to claim the surplus funds from the sale of tax-foreclosed properties?

Response No. 10. The Town objects to this Interrogatory on the grounds that it is vague, ambiguous, overly broad, and the term “administrative procedure” is not defined.

Interrogatory No. 11. From January 1, 2014 to the present, did the Town ever send any mailing to Plaintiff’s residential addresses: 110 Teele Road, Bolton, Massachusetts or 201 Maple Street, Stow, Massachusetts? For each such mailing, state:

- a. The date of the mailing;
- b. The purpose of the mailing;
- c. The contents of the mailing;

d. Whether the mailing was returned undelivered.

Response No. 11. The Town objects to this Interrogatory as overly broad, unduly burdensome, and not relevant to the subject matter of this action. The Town further objects to this Interrogatory because the information is already available to and has been provided to Mr. DiPietro in the normal course of business in correspondence to him and in the Land Court litigation. The Town further states that the answer to this Interrogatory may be derived or ascertained from the business records of the Town and the Plaintiff, or from an examination, audit or inspection of such business records, including a compilation, abstract or summary thereof, and the burden of deriving or ascertaining the answer is substantially the same for the Plaintiff as for the Town. Accordingly, and pursuant to Fed. R. Civ. P. 33(c), the Town refers the Plaintiff to his own documents and the Town's document production.

Interrogatory No. 12. From January 1, 2014 to the present, did the Town ever send any mailing to the Plaintiff at any address other than those listed in Interrogatory 11? For each such mailing, state:

- a. The date of the mailing;
- b. The purpose of the mailing;
- c. The contents of the mailing;
- d. Whether the mailing was returned undelivered.

Response No. 12. The Town objects to this Interrogatory as overly broad, unduly burdensome, and not relevant to the subject matter of this action. The Town further objects to this Interrogatory because the information is already available to and has been provided to Mr. DiPietro in the normal course of business in correspondence to him and in the Land Court litigation. The Town further states that the answer to this Interrogatory may be derived or ascertained from the business records of the Town and the Plaintiff, or from an examination, audit or inspection of such business records, including a compilation, abstract or summary

thereof, and the burden of deriving or ascertaining the answer is substantially the same for the Plaintiff as for the Town. Accordingly, and pursuant to Fed. R. Civ. P. 33(c), the Town refers the Plaintiff to his own documents and the Town's document production.

Interrogatory No. 13. After foreclosing on the Property, did the Town attempt to pay Plaintiff for the Property? If so, please include any supporting documentation for any such offer, and please describe the nature and timing of any such offer.

Response No. 13. The Town objects to this Interrogatory on the grounds that it is vague, ambiguous, and overly broad. Without waiving these objections, the Town states that it has not made an offer to Mr. DiPietro to purchase the Property.

Interrogatory No. 14. Describe how the funds from the sale of tax-foreclosed property are generally disbursed.

Response No. 14. The Town objects to this Interrogatory as vague, ambiguous, overly broad and not relevant to the subject matter of this action. Without waiving this objection, and as required by law, the net proceeds from the sale of tax-foreclosed properties are deposited to the Town's general fund.

CERTIFICATION

I, Don Lowe, state that the information in these Responses was obtained by me and authorized representatives and counsel of the Town of Bolton; that some of the matters stated are not within my personal knowledge; that I am informed that the facts stated are true; and that the matters stated that are within my personal knowledge are true.



Don Lowe
Town Administrator, Town of Bolton

As to objections:

TOWN OF BOLTON

By its attorneys,

/s/ David K. McCay

Robert B. Gibbons, Esq., BBO #631049
David K. McCay, Esq., BBO #646921
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Email: dkemp@mirickoconnell.com

Dated: January 18, 2024

CERTIFICATE OF SERVICE

I, David K. McCay, hereby certify that I have this day served a copy of the foregoing document, by mailing a copy, first class mail, postage prepaid and by email, to counsel for the Plaintiff: John C. LaLiberte, Esq., Pioneer Legal, LLC, 185 Devonshire Street, Boston, MA 02110, email: john.laliberte@pioneerlegal.org; Joshua Polk, Esq., Pacific Legal Foundation, 555 Capitol Mall, Suite 1290, Sacramento, CA 95814, email: jpolk@pacificlegal.org; and Christina M. Martin, Esq., Pacific Legal Foundation, 4440 PGA Blvd., Suite 307, Palm Beach Gardens, FL 33410, email: cmartin@pacificlegal.org.

/s/ David K. McCay

David K. McCay, Esq.

Dated: January 18, 2024

EXHIBIT C

TOWN OF BOLTON



**ANNUAL TOWN MEETING
WARRANT
MONDAY, MAY 6th, 2024**

**ANNUAL TOWN ELECTION
MONDAY, May 13th, 2024**

**Annual Town Meeting
Monday, May 6th, 2024, 7:00 p.m.
Nashoba Regional High School Auditorium**

**Annual Town Election
Monday, May 13th, 2024
Noon to 8:00 p.m.
Nashoba Regional High School Auditorium**

****** PLEASE BRING THIS WARRANT TO TOWN MEETING ******

Annual Town Meeting Town of Bolton

<p>What is “Town Meeting”? Simply put, a Town Meeting is an Event AND an Entity.</p> <ul style="list-style-type: none"> ● As an Event: it is a gathering of Bolton’s eligible voters. ● As an Entity: it is the legislative body of Bolton. 	<p>What does Town Meeting do? Town Meeting is responsible for three major things: 1st: Voting on the Articles as presented in the Town Warrant. 2nd: Appropriating the money needed to run the town. 3rd: Voting on the town’s local statutes, also known as the By-Laws.</p>
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WHO’S WHO?

<p>What is a Town Moderator?</p>	<p>The Town Moderator is the presiding officer of Town Meeting. It is the Moderator’s responsibility to efficiently run Town Meeting, to ensure there is a productive democratic debate, to decide all questions of order, and to publicly declare the outcome of all votes. Under Bolton Bylaw 59-9, the Moderator may decline to put motions forward that are obviously frivolous or tending to disorder. In Bolton we use the Parliamentary Handbook <u>Town Meeting Time</u> and state and local bylaws to direct our proceedings.</p>
<p>What is the Select Board?</p>	<p>The Select Board is the Town’s Executive Department, there are three members elected by the voters of the Town. The Select Board is responsible for calling the Town Meeting.</p>
<p>What is the Advisory Committee?</p>	<p>The Advisory Committee reviews and approves the spending by each department and the Town, and reviews all Warrant Articles and makes recommendations to Town Meeting voters on what action it believes is in the best interest of the townspeople.</p>
<p>What is a Town Clerk?</p>	<p>The Town Clerk is the keeper of all records of the business of the Town; the Town Clerk is required to post the Warrant Articles and keep records of the proceedings and votes of Town Meeting.</p>
<p>What is a Town Counsel?</p>	<p>The Town Counsel is the legal advisor for the Select Board and Town Meeting. Town Counsel is seated at arm’s length to the Town Moderator, to answer legal questions arising during deliberations.</p>

THE WARRANT

<p>What is the Warrant?</p>	<p>The Warrant is the “warning” of the meeting: it lists the time, place, and agenda. It is issued by the Select Board and posted throughout the Town by the Town Clerk. It is posted in public places throughout the Town Of Bolton, inserted into a complimentary edition of the local newspaper, and posted on the Town website at least 7 days prior to Town Meeting.</p>
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What are the Articles?	Articles are the individual items on the warrant, this is the agenda of things to be voted on at the meeting. Articles are submitted to the warrant by the Town Administrator, Boards, Committees, and individual citizens.
What is a “Consent Agenda”?	With a Consent Agenda, several Articles on the Warrant can be addressed by a single vote. The Moderator will explain this and a slide will show the Articles being grouped together.
How does a Consent Agenda work?	<p>When the Consent Agenda is called, the Moderator will read out the number of each article one at a time.</p> <p>If one, or more, voter objects to an article they may say “HOLD” when that number is called. That article will be removed from the Consent Agenda and restored to its place in the Warrant. When all the individual Articles are called, the Moderator will ask for a Motion that the voters pass all remaining Consent Articles as a Unit, with a single vote. Then, any articles that have been held will be debated and voted upon individually.</p>

PARTICIPATION MATTERS: DEBATE & VOTING

Who can vote at Town Meeting?	Any registered voter living in the Town of Bolton can come to Town Meeting and vote.
What is a quorum?	A quorum is the minimum number of voters required to be in attendance for Town Meeting to start and take any action. <i>Bolton requires a minimum quorum of 75 registered voters.</i>
How does one vote at Town Meeting?	Bolton conducts most votes by Voice Vote of “Yea” (in favor) or “Nay” (opposed). Bolton began using an Electronic Voting system for the meeting in 2022, affectionately called “clickers”. It is the Moderator’s discretion when to utilize the Electronic Voting Devices.
What is a Majority vote?	A Majority vote is exactly what you think it is: just like in the Senate, where a single vote can tip the scales. If there are 150 voters at Town Meeting a majority vote could pass 76–74.
What is a 2/3rds vote?	A 2/3rds vote requires that 2/3rds or more of the total number of voters at the meeting AT the time of the vote, vote together. Not 2/3rds of the total number of voters who attended the meeting, but who are AT the meeting when the vote is taken. If there are 150 voters a 2/3rds vote would require 100–50 to pass. Bolton Bylaw 59-5 allows the Moderator to determine if a vote reaches 2/3rds count. At the moderator’s discretion, or if 7 voters rise to challenge the Moderator, a vote will be counted by electronic or other means.
What is the Main Motion?	The Main Motion is typically the exact wording for each Article as presented in the Warrant. The Moderator typically will not read the

	entire Main Motion when beginning debate on an article but will reference the Article number and the key headline of the article. The Moderator will reference the Board that proposed the Article, the required vote on the article, and ask for a member of the audience to move the Article (usually the Selectboard) and for a second.
When can the Main Motion be altered prior to Moving the Article?	In some cases, the Main Motion may be altered slightly, at the approval of the Moderator, if the small change does not significantly alter the meaning of the Article. The Moderator will clearly state the small change to the meeting to be sure it is clear to all the voters. This does not require a vote.
When does a change in an article require an Amendment? “I move to Amend the Article to say.....”	If the change is significant, “Beyond the Four Corners of the Article” then an Amendment may be proposed to alter the Main Motion after the Main Motion has been made and seconded. The Moderator will look at the scope of the proposed change and if the change significantly alters the meaning of the Article then an Amendment will be required. We like to have the Amendment in writing. Examples are a significant change in the dollar value of an article, adding a clause to an article, or change a location of a zoning article. After the amendment to the article has been voted, the amended article can be voted.
What does it mean when someone asks, “Question of Personal Privilege”?	If a voter has an issue that relates to the rights and privileges of Town Meeting, specifically the comfort and convenience of those in attendance (such as needing the wireless microphone, the volume of the speaker, or the temperature of the room)
What is a “Point of Order”	A query as to whether correct procedure is being followed that can be called by any voter in attendance. Examples of “Points of Order” are: is the speaker a registered voter?, is what the speaker is saying frivolous or irrelevant?, is the pending action frivolous or irrelevant?, or was the motion seconded?
What does it mean when someone states “I move the Previous Question”	If a voter wants to end a long debate and vote on the Article before the meeting they may attempt to “Move The Question”. The Moderator will determine if that is in order based on the amount of debate that has occurred. Only after sufficient debate will this be accepted. The Moderator won’t allow debate to be cut off precipitously. This requires a second and <u>cannot</u> be debated once accepted by the Moderator.
What if a Proponent moves to “Withdraw my Motion”	If a Voter moves to “Withdraw My Motion”. This motion is used when the proponent of the article wants to withdraw the Article. This requires Unanimous consent.
What if a Proponent moves to “Postpone Indefinitely” or “Postpone to A Time Certain”	A Voter may move to “Postpone Indefinitely” or “Postpone to a Time Certain”. This requires a second and a majority vote, and may be debated. This motion is used when the proponent of the article wants to make changes and bring it back at a later time.

What does it mean to make a motion on an Article to “Lay on The Table”?	This was originally a way to take up more urgent issues and come back to an Article at a later time in the meeting, but it has come to be used to kill an Article without further debate. Since this stifles reasonable debate, the Moderator is likely to try to reason with a petitioner to allow debate to continue. If the Moderator accepts the motion it requires a second and a 2/3rds vote and may not be debated.
What is a “Motion to Dissolve the Meeting”	At the end of the meeting, it must be closed down permanently. The Moderator will ask for a Motion to Dissolve. This requires a second and a simple majority vote.
What is a “Motion to Adjourn The Meeting to a Fixed Time”	If the meeting does not finish business in one night, it must be adjourned to a later date and time, typically the next day at the same time. The Moderator will ask for a Motion Adjourn to the date of XXX and time of XXX. This requires a second and a simple majority vote.
What is a “Point of No Quorum”	If a Voter believes that the number of persons at the meeting has fallen below the quorum level (75) and that the issues to be debated are so important that the meeting must be ended until a quorum is reached that person may ask if a quorum is present. If there is little work remaining, the moderator may ask the petitioner to withdraw the question and appeal to the logic of finishing the business-at-hand. This cannot be used to cut off debate or interrupt a speaker. The Moderator may take a recess to try to find additional voters if necessary. If this motion does precede, this does not require a vote and the Moderator and Clerk will count the Voters present to determine if a quorum is present.
What is a “Motion to Reconsider”	Bolton has a tradition of not reconsidering Articles after they have been voted. Only if some information is brought forward that the meeting did not know at the time of the vote would a motion to reconsider be accepted. It requires a second and a 2/3rds vote.
What is a “Motion to Advance An Article”	Bolton has a tradition of not changing the order of the Articles that are printed in the Warrant. The Warrant is prepared by the Select Board and they take great care in making the order. Under Bolton Bylaw 59-7 the Moderator will decide if an article is allowed to be taken out of order. Only if some information is brought forward that all parties agree that the order should be changed would a motion to Advance an Article be accepted. It requires a second and a 2/3rds vote.
What is a “Motion to Commit or Refer To A Committee”	It may be determined after debate that an issue requires more time and consideration to be brought back to the Town Meeting at a later time. A Motion to Refer to A Committee may be made to bring it back at the next Town Meeting. The Committee must be specified and may be a permanent board or a special committee. It requires a Motion, a Second and a Majority vote. It may not interrupt a speaker and may be debated.

TABLE OF CONTENTS

SELECT BOARD STATEMENT	1
ADVISORY COMMITTEE STATEMENT	3
Article 1: Accept Annual Reports	6
Article 2: Unpaid Bills for Previous Fiscal Years	6
Article 3: Fiscal Year 2025 Operating Budget	7
Article 4: Spending Limits of Revolving Fund Accounts	7
Article 5: Replenish the Stabilization Fund	8
Article 6: Replenish the Reserve Fund	8
Article 7: Special Revenue Fund for Opioid Settlements	8
Article 8: Amendment to the Code of the Town of Bolton, Division I, Part II, Chapter 110, Section 110-9 Animals at Large Prohibited	8
Article 9: Amendment to the Code of the Town of Bolton, Division I, Part I, Chapter 1 General Provisions, Article III Section 1-5, Noncriminal Disposition.	9
Article 10: Amendment to the Code of the Town of Bolton, Division I, Part II. Wetlands Bylaw	9
Article 11: Forbush Mill Road Bridge Replacement	15
Article 12: Citizen’s Petition	15
Article 13: Authorize Town Election	16
FISCAL YEAR 25 BUDGET	18

SELECT BOARD STATEMENT

Of the 14 Articles for consideration at this year's Annual Town Meeting, 7 are related to town finances. Other articles include a revision to the animal control bylaw, a revision to bring town bylaws in conformance with actual practice at the transfer station, a road acceptance, an amendment to the Bolton Wetlands Bylaw, a citizen's petition, and two administrative articles.

Articles related to town finances:

Article 2: Unpaid Bills for Previous Fiscal Years - National Grid failed to invoice two town departments for several months of electricity prior to the end of Fiscal Year 2023 and those invoices could not be paid with FY23 funds. The WhiteWater and United Site Services invoices were received too late to pay from the FY23 budget.

Article 3: Fiscal Year 2025 Operating Budget - The two dominant trends in Bolton's finances are converging. These two trends are: Slow Revenue Growth and a Rapid Increase in Expenses.

Slow Revenue Growth - Bolton's growth in revenue is limited by its reliance on property taxes. There are two components to this growth:

- The first component is known as "Proposition 2-1/2", the legal restriction that year-to-year revenue growth from property taxes cannot exceed 2-1/2 percent of the prior year's taxes (unless voters approve a permanent tax override). For the FY2025 budget, the Proposition 2-1/2 property tax increase is \$619,974.
- The second component is "New Growth", an estimate provided by the Board of Assessors of the tax revenue from new buildings or construction on existing buildings. For FY 2025, this estimate is \$175,000, the smallest estimate in five years. This estimate is based upon state guidelines for estimating "New Growth".

This brings the increase in property tax revenue to the town to \$794,974.

A new source of revenue, excise taxes from the sale of cannabis, are estimated to be \$210,000 in FY25. However, due to the decline in other sources of money, the overall increase in "Other revenue sources" is only \$121,325.

The combined total for all new revenue is \$916,299.

Rapid Increase in Expenses - FY2025 there is an increase of \$1,494,473 is for education, and an increase of \$733,450 is for town operations.

The big picture is that we have a total increase in expenditures of \$2,227,922 and an increase in revenue of \$916,299. The revenue shortfall is \$1,311,623 to pay Bolton's share of NRSB and keep town services at their current level.

Where will this money come from?

It will come from town funds meant for capital projects and purchases. Years ago, with the Advisory Committee leading the way, the town established policies on the target amount of Free Cash and how to pay for the goods and services needed for capital projects.

The chosen method to pay for capital projects was to first use Free Cash, and supplement that with debt.

Increasing amounts of Free Cash have been needed to balance the budget in recent years. This year we are fortunate to have a Free Cash Balance of \$1,574,854 and will use \$903,831 to balance the FY2025 budget. For perspective, in the FY2022 budget, the TOTAL Free Cash available was \$660,949 and we used none of it to balance the budget.

In this budget, the only capital project funded is the Forbush Mill culvert replacement, using \$49,999 of Free Cash. The Free Cash minimum target of \$350,00 is maintained.

The proposed budget is sound, keeps the town on a secure footing, restores money to the Stabilization fund, continues to fund the OPEB liability, and maintains the Free Cash minimum.

Article 4: Spending Limits of Revolving Fund Accounts - State Law requires that revolving accounts be approved by voters annually.

Article 5: Replenish the Stabilization Fund - At the 2023 Annual Town Meeting, voters approved withdrawing \$345,000 from the Stabilization Fund to pay for replacement of the roof of the fire station. This article restores \$115,000 to the Stabilization Fund. Additional articles in future years will be need to bring the Stabilization Fund up to the correct level.

Article 6: Replenish the Reserve Fund - To fund unexpected and unusual expenses, the Advisory Committee maintains a Reserve Fund, which is funded every year as a normal part of the budget. The fund was depleted in March, and an additional \$138,000 is necessary to pay legal fees and repair work need to keep town offices open.

Article 7: Special Revenue Fund for Opioid Settlement – Bolton received a share of the nationwide opioid settlement. This article enables the town to separate these funds from Free Cash and utilize them appropriately.

Article 12: Forbush Mill Road Bridge Replacement: - A FEMA grant was awarded to Bolton for replacement of the culvert under Forbush Mill Road immediately uphill from the entrance to the Transfer Station. That grant requires Bolton to contribute 10% of the design and construction cost. To fund this matching amount, this article allocates monies from past capital projects that are unspent and adds \$49,999.00 from Free Cash to meet the required \$128,778.00.

Changes to Bylaws

Article 8: Amendment to the Code of the Town of Bolton, Division I, Part II, Chapter 110, Section 110-9 Animals at Large Prohibited - The current bylaw restricts the Animal Control Officer to managing animals that are loose in the roadway. This change extends that ACO's range to include private property.

Article 9: Amendment to the Code of the Town of Bolton, Division I, Part I, Chapter 1 General Provisions, Article III Section 1-5, Noncriminal Disposition – This article updates the bylaws to reflect the use of pay-as-you-throw bags.

Article 10: Amendment to the Code of the Town of Bolton, Division 1, Part II. Wetlands Bylaw, Chapter 233 - This change strengthens the existing bylaw to enhance climate resiliency.

Administrative Articles

Article 1: Accept Annual Reports - Acceptance of the reports of Town Committees and Boards is required by State Law.

Article 13: Authorize Town Election – Voters must approve the date, time, and location of elections for public offices.

Citizen's Petition

Article 12: Citizens may bring an article to the Annual Town Meeting by submitting a petition with ten signatures of voters certified by the Town Clerk

Closing

As always, the results of the Annual Town Meeting improve as more voters attend. The Select Board looks forward to your participation at 7:00 P.M. on Monday, May 6, at the auditorium of Nashoba Regional High School.

Respectfully,

Bolton Select Board

ADVISORY COMMITTEE STATEMENT

This statement summarizes Bolton's proposed FY25 budget and provides data in comparison to FY24. The proposed FY25 budget was developed collaboratively by the department heads, Town Administrator, Select Board, Town Accountant, Town Treasurer, and Advisory Committee. As always, we want to thank Don Lowe (Town Administrator), Jenny Jacobsen (Town Executive Assistant), Ninotchka Rogers (Town Accountant), Kristen Noel (Town Treasurer), and all the department heads for their year-round support.

REVENUE TABLE					
Revenue	FY24	FY25 (advisory)	% of Total Revenue	\$ change from FY24	% change from FY24
Levy Limit (prior FY)	\$24,018,712	\$24,798,964	78.4%	\$780,252	3.2%
Prop 2 1/2 Allowable Growth	\$600,468	\$619,974	2.0%	\$19,506	3.2%
New Growth	\$200,000	\$175,000	0.6%	-\$25,000	-12.5%
Debt Excluded from Prop 2 1/2	\$1,285,995	\$2,116,338	6.7%	\$830,344	64.6%
<i>Taxable Levy Limit (sum of above)</i>	\$26,105,174	\$27,710,277	87.7%	\$1,605,102	6.1%
Abatement & Exemption Allowance	-\$170,000	-\$175,000	-0.6%	-\$5,000	2.9%
State Revenues	\$296,923	\$311,277	1.0%	\$14,354	4.8%
Local Receipts	\$2,143,768	\$2,175,739	6.9%	\$31,971	1.5%
Other Available Funds & Released	\$281,304	\$373,779	1.2%	\$92,475	32.9%
Free Cash (operating Budget)	\$572,870	\$903,831	2.9%	\$330,961	57.8%
Free Cash (Warrant Articles)	\$0	\$313,904	1.0%	\$313,904	
Borrowing	\$0	\$0	0.0%	\$0	
TOTAL REVENUE	\$29,230,039	\$31,613,807	100.0%	\$2,383,768	8.2%

Revenues

- The FY25 Warrant will raise an estimated additional \$1,605,102 of revenue by taxation, which is a 6.1% increase over FY24.
- Each year, the Massachusetts Department of Revenue reviews the town's finances and certifies the amount of unrestricted free cash. The town uses certified Free Cash to fund capital projects and, when necessary, to balance the operating budget.

Bolton's certified Free Cash on July 1, 2024 was \$1,575,854 (up from \$1,186,358 last year). In the proposed FY25 budget, we are using \$903,831 of Free Cash to finance operating expenses.

EXPENDITURES TABLE					
EXPENDITURES	FY24	FY25 (advisory)	% of Oper. Budget	\$ change from FY24	% change from FY24
General Government	\$1,642,857	\$1,847,275	5.9%	\$204,418	12.4%
Public Safety	\$3,106,888	\$3,261,888	10.5%	\$155,000	5.0%
Education	\$18,716,052	\$20,210,525	64.9%	\$1,494,473	8.0%
Public Works	\$1,681,922	\$1,751,274	5.6%	\$69,352	4.1%
Human Services	\$229,533	\$249,915	0.8%	\$20,382	8.9%
Culture & Recreation	\$632,854	\$652,368	2.1%	\$19,514	3.1%
Debt Service	\$1,076,629	\$1,241,854	4.0%	\$165,225	15.3%
Employee Benefits	\$1,938,155	\$1,792,815	5.8%	-\$145,340	-7.5%
Other Insurance	\$130,998	\$131,234	0.4%	\$236	0.2%
<i>Total Operating Expenditures</i>	\$29,155,890	\$31,139,149	100.0%	\$1,983,259	6.8%
<i>Total Operating Expenditures (w/o Education)</i>	\$10,439,837	\$10,928,624	35.1%	\$488,787	4.7%
State & County	\$74,151	\$81,975	0.3%	\$7,824	10.6%
Warrant Articles (cash & other funds)	\$0	\$392,683	1.3%	\$392,683	
Warrant Articles (borrowing)	\$0	\$0		\$0	
TOTAL EXPENDITURES	\$29,230,040	\$31,613,807		\$2,383,767	8.2%

Expenditures

- Total projected FY25 expenditures will increase by \$2,383,767, which is 8.2% above the FY24 budget.
- Education assessments (65% of the operating budget) are increasing \$1,494,473. Of this increase, \$645,076 represents the debt assessment for the new high school.
- The Town's Debt Service for FY25 (excluding the NRSD and Minuteman-specific debt) is increasing by \$165,225 (15.3%). We are not proposing any borrowing in FY25.
- Employee and retiree benefit costs (health insurance and pensions) are decreasing by \$145,340 (7.5%) in FY25.

Other Highlights

This year's Warrant includes three spending articles. Article 5 proposes to replenish \$115,000 of the Stabilization Fund. At Annual Town Meeting in 2023, \$345,000 was borrowed from the Stabilization Fund to replace the Fire Station roof. We committed to fully replenishing the Stabilization Fund over three years, and this article reflects the first of three payments.

Article 6 proposes to increase the FY24 Reserve Fund by \$138,000. The Reserve Fund is used to cover the costs of unforeseen expenses that were not anticipated when the budget was developed. Significant unanticipated expenses in FY24 have depleted the Reserve Fund, and this article will provide sufficient funds to cover expenses for the remainder of the fiscal year.

Article 12 proposes to transfer \$78,779.03 in unused funds from prior capital projects and to use \$49,998.97 of free cash to fully fund the Forbush Mill Road bridge replacement project.

We continue to use “best practice” targets when evaluating the budget. Although these targets are not legally mandated, they are based on budgeting practices that have been effective over the long-term in other municipalities, and they are among the factors considered by investor service companies in assigning our bond rating. Our results are shown in the following table:

Target	Result
Achieve certified Free Cash of 3-5% of total budgeted expenditures in the prior fiscal year (<i>i.e.</i> , FY24).	5.4%
Maintain a Free Cash balance of at least \$350,000 heading into FY25.	\$350,955
General Stabilization Fund should be at least 3-5% of the current operating budget.	2.9%*
Maintain overall Reserves (Free Cash + Stabilization funds + Overlay Reserve) of 6-10% of the operating budget (net of debt).	5.1%*
Maintain Debt Service payments at no more than 5-7% of general fund revenues.	3.9%
Fund 100% of Other Post-Employment Benefits (OPEB) actuarially determined contribution.	9.0%**

* We anticipate that the Stabilization Fund balance will return to our target of 3-5% if we continue to execute our replenishment plan over three years.

** Significant budget pressure in FY25 will only allow us to fund 9% of our actuarially determined OPEB contribution. We intend to return to our usual practice of funding 100% of our OPEB contributions, including the FY25 deferred funding, as soon as practical.

Thank you for participating in this Annual Town Meeting. If you have questions or comments about the work we do throughout the year, please contact us.

Signed,

Advisory Committee

Don Cole
Omid Gharony
Bob Guerriero
Craig Lauer
Greg Myers
Bill Nickles

**COMMONWEALTH OF MASSACHUSETTS
TOWN OF BOLTON
WORCESTER, ss
ANNUAL TOWN MEETING
Monday, May 6th, 2024
Nashoba Regional High School Auditorium
7:00 p.m.**

To any of the Constables of the Town of Bolton, in the County aforesaid:

GREETINGS - In the name of the Commonwealth of Massachusetts, you are directed to notify and warn the inhabitants of the Town of Bolton aforesaid, qualified to vote in elections and town affairs, to meet at Nashoba Regional High School Auditorium in said Bolton, on the 6th day of May, 2024 at 7:00 p.m., then and there to act on the following articles:

Article 1: Accept Annual Reports

To see if the Town will vote to accept the reports of the Select Board and Advisory Committee, or any other Town officers, boards, or committees for the calendar year 2023; or do or act relating thereto.

Sponsor: Select Board

Note: Annual Reports are available at the Town Hall, Library and on our website at www.townofbolton.com/town-administrator/pages/town-annual-reports.

Select Board Recommendation: Approved (3 in favor, 0 opposed)

Advisory Committee Recommendation: Approved (6 in favor, 0 opposed)

Vote Required: Majority

Article 2: Unpaid Bills for Previous Fiscal Years

To see if the Town will vote to transfer from available funds the sum of \$10,905.28 (ten thousand nine hundred-five dollars and twenty-eight cents) for the purpose of paying the following unpaid bills from Fiscal Years 2019, 2020, 2022 and 2023, pursuant to Massachusetts General Laws Chapter 44, Section 64, or vote to transfer sums to pay any other unpaid bills from prior fiscal years; or do or act relating thereto:

\$3,989.81	National Grid	Town of Bolton Library	May 15, 2023-Jun 13, 2023
\$1,998.19	National Grid	Town of Bolton Library	Apr 14, 2023-May 15, 2023
\$264.43	National Grid	95 Forbush Mill Rd. Tel	July 7, 2021-Dec 15, 2021
\$652.21	National Grid	95 Forbush Mill Rd. Tel	Dec 15, 2021-Jun 15, 2022
\$1,098.46	National Grid	95 Forbush Mill Rd. Tel	Jun 15, 2022- Dec 15, 2022
\$1,701.74	National Grid	95 Forbush Mill Rd. Tel	Dec 15, 2022- Jun 15, 2023
\$24.44	WhiteWater	Town of Bolton MA DPW	Invoice 70072231
\$198.00	United Site Services	12 Forbush Mill Rd	Invoice INV-00681287
\$198.00	United Site Services	12 Forbush Mill Rd	Invoice INV-00725069
\$40.00	Phyllis Tower	Kennel Fees	Fiscal Year 2019
\$370.00	Phyllis Tower	Kennel Fees	Fiscal Year 2020
\$370.00	Phyllis Tower	Kennel Fees	Fiscal Year 2022

Sponsor: Select Board

Summary: These are unpaid bills from previous fiscal years for services that have been rendered. The total of the bills is \$10,905.28.

Select Board Recommendation: Approved (3 in favor, 0 opposed)

Advisory Committee Recommendation: Approved (6 in favor, 0 opposed)

Vote Required: 4/5 Majority

Article 3:Fiscal Year 2025 Operating Budget

To see if the Town will vote to raise and appropriate, transfer from available funds, or otherwise provide the sum of \$31,139,149 (thirty-one million, one hundred thirty-nine thousand, one hundred forty-nine dollars), or any other amount, as set forth in the budget for the purposes of operating and maintaining the various departments of the Town, and to meet such appropriation:

- a. The sum of \$75,000 (seventy-five thousand dollars) be transferred from the ALS Revolving Fund to be applied to the Fire/EMS Department budget;
- b. The sum of \$20,000 (twenty thousand dollars) be transferred from the Parks and Recreation Revolving Fund to be applied to the Parks and Recreation budget;
- c. The sum of \$100,000 (one hundred thousand dollars) be transferred from the Overlay Reserve Account;
- d. The sum of \$100,000 (one hundred thousand dollars) be transferred from the American Rescue Plan Act (ARPA) funds;
- e. The sum of \$903,831 (nine hundred and three thousand eight hundred thirty-one dollars) or any other amount, be transferred from free cash;
- f. The sum of \$ 29,940,318 (twenty-nine million, nine hundred forty thousand three hundred eighteen dollars) to be raised by taxation and other sources;
- g. or do or act relating thereto.

Sponsor: Select Board

Select Board Recommendation: Approved (3 in favor, 0 opposed)

Advisory Committee Recommendation: Approved (6 in favor, 0 opposed)

Vote Required: Majority

Article 4:Spending Limits of Revolving Fund Accounts

To see if the Town will vote pursuant to Massachusetts General Laws Chapter 44, Section 53E ½, to set the limits on the total amounts that may be expended from each of the Town’s existing revolving funds established by Section 24-3 of the Code of the Town of Bolton for Fiscal Year 2025; or do or act relating thereto.

Fund:	Maximum Amount Expendable:
Web-based Municipal Software Services	\$ 30,000
Nashoba Cadet EMT Program	\$ 5,000
Tax Title	\$ 25,000
Senior Van	\$ 21,000
Parks and Recreation	\$ 80,000
Advanced Life Support (ALS)	\$275,000

Sponsor: Select Board

Summary: Under the amended Massachusetts General Laws Chapter 44, Section 53E ½ the Town must vote each year to set the total amounts that may be expended from each of the Town’s revolving funds.

Select Board Recommendation: Approved (3 in favor, 0 opposed)

Advisory Committee Recommendation: Approved (6 in favor, 0 opposed)

Vote Required: Majority

Article 5: Replenish the Stabilization Fund

To see if the Town will vote to transfer from available funds a sum of money not to exceed \$115,000 (one hundred fifteen thousand dollars) to be transferred to the Stabilization Fund; or do or act relating thereto.

Sponsor: Select Board

Summary: At ATM May 1, 2023, the Town voted by 2/3 majority to appropriate \$345,000 for the replacement of the fire station roof. This article will begin the Town's three-year plan to restore the balance of the stabilization account.

Select Board Recommendation: Approved (3 in favor, 0 opposed)

Advisory Committee Recommendation: Approved (6 in favor, 0 opposed)

Vote Required: Majority

Article 6: Replenish the Reserve Fund

To see if the Town will vote to transfer from available funds a sum of money not to exceed \$138,000 (one hundred thirty-eight thousand dollars) to be transferred to the Advisory Reserve Fund; or do or act relating thereto.

Sponsor: Advisory Committee

Summary: Due to the costly and unanticipated repair expenses for Town-owned buildings, escalating expense for solid waste disposal and ongoing litigation expenses, additional funds are necessary to replenish the Advisory Reserve fund.

Select Board Recommendation: Approved (3 in favor, 0 opposed)

Advisory Committee Recommendation: Approved (6 in favor, 0 opposed)

Vote Required: Majority

Article 7: Special Revenue Fund for Opioid Settlements

To see if the Town will vote pursuant to Massachusetts General Laws Chapter 44, Section 53, Clause 4, to establish a special revenue fund account for opioid settlement receipts, and to transfer to said special revenue fund the amount of \$5,712.82 (five thousand seven hundred twelve dollars and eighty-two cents) from free cash; or do or act relating thereto.

Sponsor: Select Board

Summary: The Commonwealth and its municipalities have a shared commitment to using abatement funds recovered from statewide opioid settlements to supplement and strengthen resources available to Massachusetts communities and families for substance use disorder prevention, harm reduction, treatment, and recovery. The Town of Bolton received Opioid Settlement funds in the amount of \$844.98 in FY24 and \$4,867.84 in FY23 and is scheduled to receive additional funds. The purpose of this article is to appropriate these funds to a designated account to be held until a use is identified.

Select Board Recommendation: Approved (3 in favor, 0 opposed)

Advisory Committee Recommendation: Approved (6 in favor, 0 opposed)

Vote Required: Majority

Article 8: Amendment to the Code of the Town of Bolton, Division I, Part II, Chapter 110, Section 110-9

Animals at Large Prohibited.

To see if the Town will vote to amend the Code of the Town of Bolton, Division I, Part II. Animals Bylaw, Chapter 110, by inserting revisions as follows (deletions stricken through) and additions underlined); or do or act relating thereto:

§110-9 Animals at large prohibited. No livestock, including but not limited to horses, swine, sheep, goats, cattle, fowl/poultry or llamas, shall be allowed ~~to run~~ at large ~~in any roadway and~~

unrestrained on any property without the permission of the person in control of said property, including but not limited to any private way or public way of the Town.

Sponsor: Animal Control Officer

Summary: The limitation of the bylaw to animals in any roadway limits the Animal Control Officer to enforce the bylaw for at-large animals.

Select Board Recommendation: Approved (3 in favor, 0 opposed)

Advisory Committee Recommendation: Approved (6 in favor, 0 opposed)

Vote Required: Majority

Article 9: Amendment to the Code of the Town of Bolton, Division I, Part I, Chapter 1 General Provisions, Article III Section 1-5, Noncriminal Disposition.

To see if the Town will vote to amend the Code of the Town of Bolton, Division I, Part I, Chapter 1 General Provisions, Article III Penalties; Noncriminal Disposition of Violations, Section 1-5 Noncriminal Disposition, under the Transfer Station violations, by:

Deleting “Disposal of trash bag while failing to affix trash sticker”, and

Replacing with “Disposal of trash while failing to use mandatory town-purchased colored bag.”

Or do or act relating thereto.

Sponsor: Department of Public Works

Summary: The Select Board voted to change the established Pay-As-You-Throw (PAYT) system from a purchased sticker to a town purchased colored bag to assist with compliance. This requested change codifies the use of town purchased bags for the PAYT disposal of municipal solid waste. The violation of \$20 per bag is to remain unchanged.

Select Board Recommendation: Approved (3 in favor, 0 opposed)

Advisory Committee Recommendation: Approved (6 in favor, 0 opposed)

Vote Required: Majority

Article 10: Amendment to the Code of the Town of Bolton, Division I, Part II. Wetlands Bylaw, Chapter 233.

Article X: Amendment to the Code of the Town of Bolton, Division I, Part II. Wetlands Bylaw, Chapter 233.

Purpose — by inserting revisions as follows (deletions stricken through) and additions underlined);

233-1 Purpose

The purpose of this Bylaw is to conserve and protect the resource areas, the resource interests, and natural resource services, in the Town of Bolton by regulating activities deemed by the Conservation Commission (“Commission”) likely to have a significant or cumulative adverse effect upon resource interests. Protected resource interests include, but are not limited to: flood control, storm damage prevention, public and private water supplies, ground water, water quality, prevention of pollution and sedimentation, water recapture, climate adaptation, ecological climate resilience, ecological climate mitigation (carbon/greenhouse gas storage and sequestration), localized cooling, protection of biodiversity, mitigation of impacts from climate

change, fisheries, wildlife habitat, rare species habitat including rare plant species, agriculture, aquaculture, adjoining land areas and recreation deemed important to the community (collectively, the “resource interests”). Many of the foregoing resource interests are climate adaptation and resilience interests. These protected resource interests are natural resource services that may be classified as either ecological service --the physical, chemical, or biological functions and benefits that one resource provides for itself or another; or public service --the public uses of natural resources or functions of natural resources that benefit the public. This Bylaw is intended to utilize the Home Rule authority of the Town of Bolton to conserve and protect additional resource areas, with additional standards and procedures stricter than those of the Wetlands Protection Act, (M.G.L. Ch. 131, Section 40) and Regulations thereunder, (310 CMR 10.00).

233-2 Jurisdiction

Except as expressly permitted by the Commission or as otherwise provided in this Bylaw ~~Unless excepted in Section 233-3 or pursuant to a Wetlands Bylaw Permit, no person shall commence to remove, fill, dredge, build upon, degrade, pollute, discharge into, or otherwise alter the following resource areas: any freshwater wetlands; marshes; wet meadows; bogs; swamps; vernal pool habitat, including but not limited to state certified vernal pools; banks; fresh water seeps; reservoirs; lakes; rivers; streams and creeks, whether perennial or intermittent; riverfront areas which are (a) lands within two hundred and twenty-five feet (200’225’) of perennial rivers or (b) intermittent streams; beaches; lands under water bodies; lands subject to flooding or inundation by ground water or surface water; and land within twenty five one hundred feet (25’100’) of the above resources areas (the “adjacent upland resource area”) except for riverfront areas (collectively the “wetland resource areas” protected under this bylaw). and adjacent upland resource areas (collectively the “adjacent upland resource areas” protected under this bylaw). This 25-foot prohibition, however, shall not apply to crossings essential to access upland areas. Said resource areas shall be protected whether or not they border surface waters.~~

~~Adjacent upland resource areas shall include all lands within seventy five feet (75’) of wetland resource areas enumerated above, except for perennial streams and rivers for which the adjacent upland resource area extends for two hundred feet (200’) from the top of the bank.~~

~~Except as expressly permitted by the Commission or as provided in this Bylaw, no person shall commence to remove, fill, dredge, build upon, degrade, pollute, discharge into, or otherwise alter a wetland resource area, or an adjacent upland area, as described above.~~

~~Where a proposed activity involves work within a resource area, the Commission shall presume that the area is significant to protect the resource interests, enumerated in Section 233-1.~~

~~Where the proposed activity involves work within the riverfront area, the Commission shall presume the area is significant to protect the riverfront area and its resource interests. This 200-foot presumption does not apply to the redevelopment of those portions of riverfront areas regarded as “previously developed” or “degraded” or to “paths”. Orders of Conditions for redevelopment and paths are granted at the discretion of the Commission.~~

These presumptions are rebuttable and may be overcome by a preponderance of the evidence showing that the resource area does not play a role in the protection of one or more of these interests. In the event that the presumption is deemed by the Commission to have been overcome as to the protection of all the resource interests, the Commission shall make a written determination to this effect, setting forth its grounds.

~~Where the applicant provides information that the resource area at the site of activity does not play a role in the protection of an interest, the Commission may determine that the presumption for that interest has been rebutted. Where the applicant provides information that site of the activity plays a partial role in the protection of an interest, the Commission may determine that the presumption for that interest has been partially rebutted and the presumption of significance is partially overcome.~~

No work shall be permitted within the first 40 feet of the adjacent upland resource area measured from the edge of the adjacent resource area, except for existing developed lots where no work shall be permitted within the first 30 feet. No work shall be permitted in the first 40 feet from the bank in the Riverfront Area. The Commission may grant an exception to these no-disturb zones to allow for a crossing to reach an upland portion of a site.

233-3 Applicability, Limitations, and Exceptions

Where the presumption set forth in Section 233-2 is not overcome, the applicant shall prove by a preponderance of the evidence that there are no practicable and substantially equivalent economic alternatives to the proposed project with less adverse effects on the interests identified in Section 233-1. Further, the applicant shall prove by a preponderance of the evidence that the work including proposed mitigation will have no significant adverse or cumulative adverse effect on the resource areas or resource interests and comply with any regulations promulgated by the Commission. In the event that the Commission finds that the applicant has failed to make either of said proofs, it shall make a written determination setting forth its grounds in an Order of Conditions that shall impose conditions that will protect the interests which make the resource area significant or shall in a written determination deny the activity as it cannot be conditioned to protect the interests of the Bylaw and/or its regulations.

To prevent the loss of or impact to resource areas, applicants shall be required to avoid, where feasible, altering a resource area; minimize alteration of a resource area; and, where alteration is unavoidable, complete full mitigation. Replication of resource areas may be required as a form of mitigation.

Exceptions to the Bylaw shall be limited to: maintaining, repairing or replacing, adding to, but not substantially changing or enlarging, an existing single-family residential structure, septic system or appurtenance; maintaining landscaping and gardens accessory to an existing single-family residential structure; lands lawfully in agriculture (commercial and non-commercial) at the time the work takes place; forest cutting (as defined in 310 CMR 10.04, 'Agriculture'(b) 14); maintaining or repairing, but not substantially changing or enlarging, an existing structure in a resource area, such as drainage structures, culverts, bridges, driveways or roadways; maintaining or repairing, but not substantially changing or enlarging, fire protection water holes, artificial ponds; clearing of water courses, conservation and outdoor recreation; existing orders and filings before the Commission prior to the effective date of this Bylaw; public utilities (as defined in 310 CMR part 10.53 section (3)(d)); projects carried out under the

direction of the U.S. Natural Resource Conservation Service; and emergency projects necessary for the protection of the health and safety of the public and subject to the provisions and conditions of 310 CMR part 10.06.

No activities other than the excepted activities shall commence without receiving and complying with a permit issued pursuant to this Bylaw. No work proposed in any Wetlands Bylaw Permit application shall be undertaken until the Wetlands Bylaw Permit issued has been recorded in the registry of deeds, or if the land is registered land, filed in the appropriate land court, and until the holder of the Wetlands Bylaw Permit certifies in writing that the Wetlands Bylaw Permit has been recorded. Such certification shall include the book and page or instrument number and date.

233-4 Applications for Wetlands Bylaw Permit and Requests for Determination

Any person desiring to know whether a proposed activity is excepted or an area is subject to this Bylaw may request a determination from the Commission by filing a Request for Determination of Applicability (RFD). Such a Request for Determination of Applicability shall include information and plans as required by the Commission.

Written application shall be filed with the Commission to perform activities within the resource areas protected by this Bylaw. The Wetlands Bylaw Permit application shall include such information and plans as deemed necessary by the Commission to describe proposed activities and their effects on the resource areas. Where appropriate, the Commission may accept the Notice of Intent and plans filed under the Wetlands Protection Act and the Regulations as the Wetlands Bylaw Permit application and plans under this Bylaw.

At the time of a request for determination or a Wetlands Bylaw Permit application, the applicant shall pay a filing fee specified in the Regulations of the Commission. The fee is in addition to that required by the Wetlands Protection Act (G.L. Ch 131 Section 40) and Regulations (310 CMR 10.00). The fee shall be deposited in a dedicated account, for use only for wetland protection activities. Town, county, state and federal projects are exempt from the filing fee.

The Commission is authorized to require the applicant to pay for the reasonable costs and expenses borne by the Commission for specific expert engineering or for other outside consultant services in order to reach a final decision on the application.

The Commission may require that the applicant's performance and observance of the Order of Conditions, including mitigation, be secured wholly or in part by one or more of the methods set forth in the Commission's regulations authorized under this Bylaw. This security shall be in addition to any security required by any other town or state board, agency or official.

233-5 Notice and Hearings

Wetlands Bylaw Permit applications shall be filed with the Commission subject to the provisions and conditions of 310 CMR ~~part~~ 10.00 and the Commission may, in an appropriate case continue a public hearing for good cause and may combine its hearing under this Bylaw with the hearing conducted pursuant to the Wetlands Protection Act, M.G.L. Ch 131, Section 40 and Regulations, 310 CMR 10.00.

233-6 Wetlands Bylaw Permits, and Certificates of Compliance

Within 21 days of the close of the public hearing the Commission shall issue or deny a Wetlands Bylaw Permit for the activities requested. If a Wetlands Bylaw Permit is issued, the Commission shall impose conditions which the Commission deems necessary or desirable to protect resource areas, resource interests and natural resource services, and all activities shall be done in accordance with those conditions.

When making a decision whether to approve or deny a permit, the Commission shall consider whether proposed activities are likely to have a significant or cumulative impact on the interests of the Bylaw, including the interests pertaining to climate resilience and greenhouse gas mitigation (such as local temperature regulation, biodiversity, and carbon sequestration and storage), under climate conditions predicted for the lifespan of the project.

The Commission's decision to approve or deny a permit shall consider the Applicant's avoidance, minimization and/or mitigation measures to address the proposed project's impacts to resource area climate change resilience and carbon sequestration and storage functions/interests.

Due consideration shall be given to any demonstrated hardship on the applicant by reason of denial, as presented at the public hearing. The Commission may waive specifically identified and requested procedures, design specifications, performance standards, or other requirements set forth in its regulations, provided that: the Commission finds in writing after said public hearing that there are no reasonable conditions or alternatives that would allow the proposed activity to proceed in compliance with said regulations; that avoidance, minimization and mitigation measures to address the proposed project's impacts to resource area climate change resilience and carbon sequestration and storage functions/interests have been employed to the maximum extent feasible; and that the waiver is necessary to accommodate an overriding public interest or to avoid a decision that so restricts the use of the property as to constitute an unconstitutional taking without compensation.

Wetlands Bylaw Permits issued hereunder shall expire three years from the date of issuance and may be renewed by the applicant for additional one-year periods only where a written request for renewal is received by the Commission not less than 30 days prior to the expiration of the Wetlands Bylaw Permit and that good cause has been shown for said extension and that there is no likely significant or cumulative adverse effect upon any of the resource area or resource interests.

Notwithstanding the above, a Wetlands Bylaw Permit may contain requirements which shall be enforceable for a stated number of years, indefinitely, or until permanent protection is in place, and shall apply to all owners of the land.

If the activity has been completed in accordance with said Wetlands Bylaw Permit, the Commission shall, within 21 days after a request, issue a Certificate of Compliance evidencing such determination, which may be combined with the Certificate of Compliance under the Wetlands Protection Act. A Certificate of Compliance may specify conditions, which will continue to apply for a fixed number of years or permanently and shall apply to all owners of the land. The Certificate of Compliance shall be recorded in the Registry of Deeds, or if the land is registered land, in the appropriate land court, and the Commission notified in writing by the holder of the Wetlands Bylaw Permit that the Certificate of Compliance has been recorded. Such notification shall include the book and page or instrument number and date.

Violations of this Bylaw, submission of false information or new information that substantially alters the likely impact of the project on the resource areas may cause the Commission to revoke or modify a Wetlands Bylaw Permit or determination issued under this Bylaw after notice to the holder of the Wetlands Bylaw Permit or determination, notice to the public, abutters and town boards, pursuant to Section 1.18.5 and a public hearing.

Appeal from any decision of the Commission under this Bylaw shall be to the Superior Court pursuant to G.L. c. 249, § 4.

233-7 Regulations

After public notice and public hearing, the Commission may promulgate rules and regulations to effectuate the purpose of this Bylaw effective when voted and filed with the Town Clerk. Failure to promulgate such rules and regulations or a legal declaration of their invalidity by court of law shall not act to suspend or invalidate the effect of this Bylaw.

233-9 Enforcement

The Commission shall have the authority to enforce this Bylaw, its regulations, and Wetlands Bylaw Permit issued thereunder by violation notices, administrative orders, and civil and criminal court actions. Any person who violates provisions of this Bylaw, its regulations and/or Wetlands Bylaw Permits may be ordered to restore the property to its original condition, pay damages and take other action deemed necessary to remedy such violations, or may be fined, or both.

Any person, who violates any provisions of this Bylaw or regulations, Wetlands Bylaw Permit or administrative orders issued thereunder, may be served with a Notice of Violation enumerating the alleged violations. As an alternative to criminal prosecution, the Commission may elect to utilize the non-criminal disposition procedure set forth in M.G.L. Ch 40, Section 21D.

~~The violator shall pay any and all costs including reasonable attorney fees incurred by the Town.~~ The fine for a violation of this Bylaw shall be Three Hundred Dollars (\$300.00) for each offense; each day of the violation shall be a separate offense. Enforcement will be done in accordance with Step Enforcement Policy Against Alleged Violations of the Wetlands Protection Act and other-Local By-laws under the jurisdiction of the Bolton Conservation Commission, dated May 2, 2005.

Municipal boards and officers, including any police officer or other officer having police powers, shall have authority to assist the Commission in enforcement.

and further than non-substantive changes to the numbering of this bylaw be permitted in order that it be in compliance with the numbering format of the Code of Bolton; or take any other action relating thereto.

Sponsor: Conservation Commission

Summary: The last revision to the Wetland Bylaw was in 2013, since that time the Town has worked with Wetland Scientists, the community, and Environmental Attorney to revise the Bylaw incorporating climate adaptation and resiliency measures. Revisions primarily incorporate climate resiliency components along with clarifying and strengthening existing language. The current resource

interests are climate adaptation and resilience interests. These protected resource interests are more clearly defined as natural resource services that may be classified as either ecological service --the physical, chemical, or biological functions and benefits that one resource provides for itself or another; or public service --the public uses of natural resources or functions of natural resources that benefit the public.

Select Board Recommendation: Approved (3 in favor, 0 opposed)

Advisory Committee Recommendation: Approved (6 in favor, 0 opposed)

Vote Required: Majority

Article 11:Forbush Mill Road Bridge Replacement

To see if the Town will vote to raise and appropriate, transfer from available funds, or otherwise provide the sum of \$128,778.03 (one hundred twenty-eight thousand seven hundred seventy-eight dollars and three cents) to fund the construction phase engineering services for the replacement of the failed culvert at Forbush Mill Road with a bridge; and to fund said appropriation, transfer the sums as follows:

Article	Meeting Date	Description	Amount
		Free Cash	\$49,999
Article 15	May 2021	Security Camera System	\$8,445.57
Article 16	May 2021	Cruiser Camera System	\$615.41
Article 18	May 2021	Ambulance	\$199.05
Article 25	May 2021	FSS Smoke Detector Replacement	\$348.00
Article 20	May 2021	Plow Equipment	105.00
Article 13	May 2022	South Cemetery Facilities Shed	\$7,909.22
Article 12	May 2016	Town Hall Repairs	\$9,119.34
Article 15	May 2021	Spectacle Hill Flood Improvements	\$52,037.44

or do or act relating thereto.

Sponsor: Department of Public Works

Summary: In May 2020, the culvert under Forbush Mill Road closest to the Transfer Station entrance (AKA Culvert #2) failed and was replaced temporarily with 36-inch diameter HDPE pipe. The current project is a permanent replacement for the temporary pipe and designed to be in full compliance with current regulations. The Town has applied for FEMA funding for the project which requires a 10% local match. This request is the 10% match based on the latest engineering cost estimate.

Select Board Recommendation: Approved (3 in favor, 0 opposed)

Advisory Committee Recommendation: Approved (6 in favor, 0 opposed)

Vote Required: Majority

Article 12:Citizen's Petition

To see if the Town will vote to: Immediately stop all foreclosures on tax titles until the Massachusetts Legislature has rewritten the constitutionally infirm statute M.G.L. c. 60 § 64, which authorizes "takings" in violation of the Fifth Amendment of the U.S. Constitution. To avoid ongoing litigation costs and to resolve any previous tax title foreclosures currently in dispute the Town shall engage in mediation and negotiate settlements ASAP. Furthermore the Town shall avoid the necessity of foreclosing and use of the power of sale, by authorizing reasonable repayment agreements, not employing §215-2 of the bylaws but instead facilitating the permitting required for sale at fair market value of the smallest undivided portion of the parcel(s) prior to foreclosure. If necessary the Town shall

recoup delinquent taxes and collection costs by power of sale returning to the owner any surplus above the taxes, interest and charges of keeping and sale per M.G.L. c. 60 § 43 and M.G.L. c. 60 §28. If after an unavoidable foreclosure, but prior to a public sale, the Town desires to retain a tax title property for Town Purposes it shall authorize such according to MGL Chapter 40, section 14 and Chapter 44, section 7.

Sponsor: Citizen's Petition

Summary: On May 25, 2023 The U.S. Supreme Court's unanimous decision in *Tyler v. Hennepin County*, 143 S.Ct. 1369 (2023), declared that tax schemes like the one in Massachusetts are unconstitutional. The Land Court tells us that under the U. S. Constitution, property owners will be owed compensation from a tax foreclosure—if the property taken by the government is worth more than the tax debt owed. The Massachusetts Attorney General has warned that to avoid an unconstitutional taking, any excess funds recovered or excess value must be provided to the original property owner. In addition municipalities will be held liable for legal costs in any ongoing State and Federal actions necessary to recoup the equity. This article provides an alternative, working with property owners to create reasonable repayment agreements, and allow the permitting necessary to sell at full and fair market value, avoiding the need for a public auction sale. If the Town wishes to retain a foreclosed tax property it will follow the same procedure as it would for any other property put to public use. Said proposition will come before Town Meeting and require the necessary 2/3 vote as any other expenditure to acquire real estate would. This article is in keeping with the proposed State Legislation S. 921 and H. 2937. All references available: <https://nashawaytrailalpacas.com/stop-home-equity-theft/>

Select Board Recommendation: No Recommendation

Advisory Committee Recommendation: No Recommendation

Vote Required: Majority

Article 13: Authorize Town Election

To see if the Town will vote to meet at the Nashoba Regional High School Auditorium in Bolton, on Monday, May 13th, 2024, between the hours of noon and 8 p.m. to elect by ballot the following officers and to vote on the following questions, or do or act relating thereto.

ONE YEAR: One Moderator

THREE YEARS: One member of the Board of Assessors, One member of the Cemetery Committee, One member of the Board of Health, One Library Trustee, One member of the Nashoba Regional School District Committee, One member of the Parks/Recreation Commission, One member of the Select Board


FIVE YEARS: One member of the Planning Board


And you are directed to serve this warrant by posting up attested copies thereof at the U.S. Post Office, Town Library, Town Hall and Police Station at least seven (7) days before the time for holding said meeting.

Hereof fail not, and make due return of this warrant, with your doings thereon, to the Town Clerk, at the time and place of meeting as aforesaid;

Given under our hands and seal, this 28th day of March in the year of our Lord, Two thousand twenty-four.

BOLTON SELECT BOARD


Robert B. Czekański, Chair


Stanley M. Wysocki


Brian Boyle

A true copy. Attest: _____ Constable of Bolton _____ Date

Worcester, ss.

Pursuant to the within Warrant, I have notified and warned the inhabitants of the Town of Bolton by posting up attested copies of the same at the U.S. Post Office, Town Library, Town Hall and Police Station at least seven (7) days before the date of the meeting, as within directed.

Constable of Bolton: _____ Date: _____

FY2025 BUDGET

		Approved FY2024	Requested FY2025	Approved FY2025
GENERAL GOVERNMENT				
114	Moderator			
5700	Other Charges	50	50	-
Total Moderator		50	50	-
122	Selectboard			
5101	Salary	900	900	900
5200	Purchase of Services	10,000	10,000	10,000
	Opioid Fund	845	-	-
5342	Advertising	250	250	250
5380	WHEAT	7,000	7,000	7,000
5420	Supplies	150	150	150
5730	Dues	1,220	1,220	1,220
5781	Meetings	100	100	100
		19,565	18,720	18,720
Total Selectboard		20,465	19,620	19,620
123	Town Administrator			
5101	Salary	172,245	177,403	177,403
5102	Hearing Officer	2,500	2,500	2,500
5114	Wages	69,618	74,145	74,145
5170	Deferred Compensation	8,000	-	-
5176	Disability/Life Insurance	2,347	-	-
		254,710	254,048	254,048
5204	Compensation Reserve	30,000	41,547	41,547
5201	Training	1,000	1,000	1,000
5340	Phone Reimbursement	1,200	-	-
5400	Supplies	500	500	500
5710	In-state Travel	950	950	950
5730	Dues	250	250	250
5781	Meetings	300	300	300
		34,200	44,547	44,547
Total Town Administrator		288,910	298,596	298,596
131	Advisory Committee			
5781	Meetings	18	65	65
5730	Dues	167	171	171
Total Advisory Committee		185	236	236
132	Reserve Fund	100,000	100,000	125,000
Total Reserve Fund		100,000	100,000	125,000

FY2025 BUDGET

			Approved FY2024	Requested FY2025	Approved FY2025
135	Town Accountant				
	5101	Salary	83,100	88,159	88,159
	5102	Stipend	1,000	1,000	1,000
			<hr/>	<hr/>	<hr/>
			84,100	89,159	89,159
	5200	Purchase of Services	3,750	3,000	3,000
	5243	Software Support	6,605	6,605	6,605
	5303	Audit	19,000	19,000	19,000
	5400	Supplies	400	400	400
	5781	Meetings	2,000	1,800	1,800
			<hr/>	<hr/>	<hr/>
			31,755	30,805	30,805
	Total Town Accountant		<hr/>	<hr/>	<hr/>
			115,855	119,964	119,964
141	Board of Assessors				
	5102	Stipend	1,000	1,000	1,000
	5114	Wages	53,531	55,410	55,410
			<hr/>	<hr/>	<hr/>
			54,531	56,410	56,410
	5200	Purchase of Services	99,900	101,900	101,900
	5201	Training	860	860	860
	5243	Software Support	6,403	6,772	6,772
	5400	Supplies	600	600	600
	5710	In-state Travel	600	600	600
	5730	Dues	300	300	300
	5781	Meetings	150	150	150
	5782	GIS	7,900	7,900	7,900
			<hr/>	<hr/>	<hr/>
			116,713	119,082	119,082
	Total Board of Assessors		<hr/>	<hr/>	<hr/>
			171,244	175,492	175,492
145	Treasurer				
	5101	Salary	100,838	106,995	106,995
	5102	Stipend	1,000	1,000	1,000
			<hr/>	<hr/>	<hr/>
			101,838	107,995	107,995
	5145	Longevity	17,050	15,000	15,000
	5243	Software Support	8,100	8,100	8,100
	5341	Postage	300	300	300
	5344	Tax Title Expense	8,000	8,000	8,000
	5420	Office Supplies	550	550	550
	5422	Bank Charges	4,300	4,300	4,300
	5710	In-state Travel	500	500	500
	5730	Dues	210	210	210
	5781	Meetings	250	250	250
			<hr/>	<hr/>	<hr/>
			39,260	37,210	37,210
	Total Treasurer		<hr/>	<hr/>	<hr/>
			141,098	145,205	145,205

FY2025 BUDGET

			Approved FY2024	Requested FY2025	Approved FY2025
146	Tax Collector				
	5101	Salary	58,857	62,446	62,446
	5102	Stipend	1,000	1,000	1,000
			<u>59,857</u>	<u>63,446</u>	<u>63,446</u>
	5200	Purchase of Services	500	500	500
	5243	Software Support	11,900	11,900	11,900
	5341	Postage	9,187	10,400	10,400
	5344	Tax Taking Expense	2,000	2,000	2,000
	5400	Office Supplies	613	500	500
	5710	In-state Travel	500	500	500
	5730	Dues	210	210	210
	5781	Meetings	250	250	250
			<u>25,160</u>	<u>26,260</u>	<u>26,260</u>
	Total Tax Collector		85,017	89,706	89,706
147	Human Resources				
	5114	Wages	8,609	8,868	8,868
			<u>8,609</u>	<u>8,868</u>	<u>8,868</u>
	5200	Purchase of Services	500	500	500
	5400	Supplies	200	200	200
	5710	In-state Travel	200	200	200
	5730	Dues	250	250	250
	5781	Meetings	200	200	200
	5787	Educational Assistance	3,840	3,840	3,840
			<u>5,190</u>	<u>5,190</u>	<u>5,190</u>
	Total Human Resources		13,799	14,058	14,058
151	Legal Services				
	5200	Purchase of Services	70,000	90,000	90,000
	Total Legal Services		70,000	90,000	90,000
155	MIS				
	5200	Purchase of Services	38,568	41,140	41,140
	5241	Repairs	600	600	600
	5243	Software Support	1,000	1,100	1,100
	5251	Web Services	18,635	25,878	25,878
	5850	Equipment	15,520	19,027	19,027
	Total MIS		74,323	87,745	87,745
161	Town Clerk				
	5101	Salary	77,168	79,479	79,479
	5102	Stipend	1,000	1,000	1,000
	5114	Wages	39,077	41,701	41,701
			<u>117,245</u>	<u>122,180</u>	<u>122,180</u>

FY2025 BUDGET

		Approved FY2024	Requested FY2025	Approved FY2025
5200	Purchase of Services	-	-	-
5243	Software Support	3,000	3,000	3,000
5251	Web Services	1,200	1,200	1,200
5400	Supplies	350	950	950
5730	Dues	150	150	150
5781	Meetings	2,300	2,300	2,300
		<u>7,000</u>	<u>7,600</u>	<u>7,600</u>
Total Town Clerk		124,245	129,780	129,780
162	Elections			
5114	Wages	2,915	5,220	5,220
5200	Purchase of Services	5,500	5,535	5,535
5400	Supplies	975	800	800
5800	Capital Outlay	-	-	-
		<u>6,475</u>	<u>6,335</u>	<u>6,335</u>
Total Elections		9,390	11,555	11,555
163	Street Listing/Registrars			
5114	Wages	200	200	200
5200	Purchase of Services	2,800	2,800	2,800
5400	Supplies	350	350	350
		<u>3,150</u>	<u>3,150</u>	<u>3,150</u>
Total Street Listing/Registrars		3,350	3,350	3,350
171	Conservation Commission			
5114	Wages	69,628	74,218	74,218
		<u>69,628</u>	<u>74,218</u>	<u>74,218</u>
5200	Purchase of Services	7,140	7,140	7,140
5240	Land Maintenance	16,840	7,040	7,040
5301	Training	500	500	500
5305	Vernal Pool Study	50	50	50
5342	Advertising	130	130	130
5400	Supplies	400	400	400
5710	In-state Travel	200	200	200
5730	Dues	800	800	800
5800	Land-Capital Improve.	10,020	10,020	10,020
5850	Equipment	610	9,300	9,300
5963	Conservation Fund	1,000	1,500	1,500
		<u>37,690</u>	<u>37,080</u>	<u>37,080</u>
Total Conservation Commission		107,318	111,298	111,298

FY2025 BUDGET

		Approved FY2024	Requested FY2025	Approved FY2025
175	Planning Board			
	5114	Wages	83,168	96,779
	5116	Planning/Conservation Assistant	25,272	36,931
	5200	Purchase of Services	1,200	1,000
	5342	Advertising	250	250
	5400	Supplies	200	450
	5710	In-state Travel	400	250
	5730	Dues	1,800	2,100
	5781	Meetings	400	200
			<u>4,250</u>	<u>4,250</u>
	Total Planning Board		112,690	137,959
176	Appeals Board			
	5205	40B Permitting	100	100
	5342	Advertising	100	100
	Total Appeals Board		200	200
182	Economic Development			
	5200	Purchase of Services	750	750
	Total Economic Development		750	750
190	Town Buildings			
	5210	Heating	3,500	6,000
	5211	Houghton Electric	6,700	6,500
	5240	Repairs and Maintenance (formerly Maint.)	135,000	212,000
	5242	Grounds Maintenance	13,000	13,000
	5281	Trash Hauler	950	900
	5480	Propane	500	500
	Total Town Buildings		159,650	238,900
192	Town Hall			
	5200	Purchase of Services	1,743	1,743
	5210	Heating	6,250	7,813
	5211	Electric	9,682	11,463
	5241	Repairs	-	-
	5340	Telephone	4,800	5,000
	5341	Postage	5,000	5,000
	5400	Supplies	4,375	4,375
	5800	Capital Outlay	9,468	9,468
	Total Town Hall		41,318	44,862
195	Town Reports			
	5200	Purchase of Services	3,000	3,000
	5341	Postage	-	-
	Total Town Reports		3,000	3,000
	TOTAL GENERAL GOVERNMENT		1,642,857	1,822,325
				1,847,275

FY2025 BUDGET

		Approved FY2024	Requested FY2025	Approved FY2025
PUBLIC SAFETY				
200	Public Safety Building			
5200	Purchase of Services	85,314	87,185	87,185
5210	Heating	19,375	19,375	19,375
5211	Electric	53,775	53,775	53,775
5240	Maintenance	36,075	40,395	40,395
5243	Software Support	6,555	7,488	7,488
5280	Trash Disposal	2,580	2,580	2,580
5340	Telephone	16,956	16,956	16,956
5400	Supplies	2,500	2,500	2,500
5486	Diesel	2,025	2,025	2,025
Total Public Safety Building		225,155	232,279	232,279
210	Police Department			
5102	Salary	142,896	147,181	147,181
5133	Wages	1,220,332	1,254,529	1,254,529
5140	Wages - Overtime	205,302	211,402	211,402
5176	Disability Insurance	674	674	674
		1,569,204	1,613,786	1,613,786
5201	Hired Services	7,075	7,075	7,075
5301	Training	3,000	3,000	3,000
5380	Lockup	1,960	4,680	4,680
5420	Office Supplies	5,250	5,250	5,250
5460	Firearms/Supplies	14,965	14,965	14,965
5580	Uniforms	23,000	23,000	23,000
5720	Out-of-State Travel	500	500	500
5730	Dues & Subscriptions	3,500	3,500	3,500
5851	Bulletproof vest	1,900	1,900	1,900
		61,150	63,870	63,870
5240	Repairs - Cruiser	25,000	25,000	25,000
5400	Supplies - Cruiser	7,500	7,500	7,500
5480	Gas - Cruiser	27,240	27,240	27,240
5482	Tires - Cruiser	5,000	5,000	5,000
		64,740	64,740	64,740
5850	Equipment/Cruiser	7,000	25,926	25,926
5870	Cruiser Purchase	60,905	64,641	64,641
		67,905	90,567	90,567
Total Police Department		1,762,999	1,832,963	1,832,963

FY2025 BUDGET

		Approved FY2024	Requested FY2025	Approved FY2025	
230	FIRE/EMS				
	5101	Fire Chief	139,923	150,535	150,535
	5112	Wages - Inspections	750	-	-
	5113	Wages - Perm Firefighter	73,267	81,973	81,973
	5115	Wages - Firefighters	234,000	291,000	291,000
	5120	EMT Cadet Program	19,372	19,372	19,372
			<hr/>	<hr/>	<hr/>
			467,312	542,880	542,880
	5200	Purchase of Services	24,317	24,317	24,317
	5201	ALS Services	12,000	12,000	8,000
	5202	Coastal Medical Billing	16,000	21,000	21,000
	5211	Electric	700	700	700
	5241	Repairs	21,000	21,000	21,000
	5301	Training	8,600	8,600	8,600
	5400	Supplies	4,500	4,500	4,500
	5460	Operating Supplies	5,620	6,000	6,000
	5480	Gasoline	10,000	10,000	10,000
	5486	Diesel	3,000	6,000	6,000
	5487	Automotive	4,000	4,000	4,000
	5580	Uniforms	17,000	26,000	26,000
	5730	Dues/Memberships	1,600	1,600	1,600
	5780	Fire Ponds	20,000	20,000	20,000
	5782	Recognition Expense	1,000	1,000	1,000
	5850	Equipment	7,500	7,500	7,500
			<hr/>	<hr/>	<hr/>
			156,837	174,217	170,217
			<hr/>	<hr/>	<hr/>
	Total Fire/EMS Department		624,149	717,097	713,097
241	Building Inspector				
	5112	Wages - Inspector	33,072	34,063	34,063
	5113	Wages - Asst. Inspector	1,071	1,103	1,103
	5114	580 Main Street Inspections	100,000	100,000	100,000
			<hr/>	<hr/>	<hr/>
			134,143	135,166	135,166
	5240	Vehicle Maintenance	2,080	2,080	2,080
	5301	Training	570	570	570
	5400	Supplies	600	600	600
			<hr/>	<hr/>	<hr/>
			3,250	3,250	3,250
			<hr/>	<hr/>	<hr/>
	Total Building Inspector		137,393	138,416	138,416
243	Plumbing & Gas Inspector				
	5200	Purchase of Services	19,983	20,583	20,583
		Reinspection	150	150	150
			<hr/>	<hr/>	<hr/>
	Total Plumbing & Gas Inspector		20,133	20,733	20,733
244	Wiring Inspector				
	5200	Purchase of Services	23,166	23,861	23,861
		Reinspection	150	150	150
			<hr/>	<hr/>	<hr/>
	Total Wiring Inspector		23,316	24,011	24,011

FY2025 BUDGET

		Approved FY2024	Requested FY2025	Approved FY2025
291	Emergency Management			
	5200 Town-wide Emergency Notification	3,900	4,180	4,180
Total Emergency Management		3,900	4,180	4,180
292	Animal Control Officer			
	5112 Wages	18,173	18,718	18,718
	5113 Wages	2,688	-	-
		20,862	18,718	18,718
	5200 Purchase of Services	950	950	950
	5400 Supplies	400	400	400
	5710 In-state Travel	1,000	1,000	1,000
		2,350	2,350	2,350
Total Animal Control Officer		23,212	21,068	21,068
293	Traffic Lights			
	5211 Electric	1,000	1,680	1,400
	5241 Repairs	800	800	800
Total Traffic Lights		1,800	2,480	2,200
294	Tree Warden			
	5102 Salary	3,910	4,027	4,027
	5137 Police Details	3,000	3,000	3,000
		6,910	7,027	7,027
	5253 Tree Trimming	50,000	50,000	50,000
	5700 Disposal	15,000	15,000	15,000
		65,000	65,000	65,000
Total Tree Warden		71,910	72,027	72,027
299	Dispatchers			
	5300 Regional Dispatch	212,921	200,914	200,914
Total Communications		212,921	200,914	200,914
TOTAL PUBLIC SAFETY		3,106,888	3,266,168	3,261,888

FY2025 BUDGET

		Approved FY2024	Requested FY2025	Approved FY2025
EDUCATION				
301	Nashoba Regional School District			
5691	Bolton Assessment - Operating Exp.	17,334,263	18,056,206	18,056,206
	Track & Field Debt	42,401	39,187	39,187
	Leach Field Debt	18,574	18,729	18,729
	HS Feasibility Study Debt	12,048	-	-
	NRHS Reno - Excluded Debt	109,308	98,275	98,275
	NRHS Building - Excluded Debt	-	645,076	645,076
Total Nashoba Regional School District		17,516,593	18,857,473	18,857,473
302	Minuteman Regional Voc Tech			
	Bolton Assessment	1,199,459	1,325,147	1,325,147
Total Minuteman Regional Voc Tech		1,199,459	1,325,147	1,325,147
303	Post Secondary Voc Ed			
5200	Post Secondary Voc Ed	-	27,905	27,905
Total Post Secondary Voc Ed		-	27,905	27,905
TOTAL EDUCATION		18,716,052	20,210,525	20,210,525
PUBLIC WORKS				
421	Highway			
5110	Salary	124,654	132,205	132,205
5137	Wages	668,014	673,424	673,424
5140	Wages - Overtime	20,000	20,000	20,000
		812,668	825,629	825,629
5200	Purchase of Services	5,400	5,400	5,400
5210	Heating	3,981	15,800	15,800
5211	Electric	11,273	11,273	11,273
5241	Repairs	54,700	54,700	54,700
5340	Telephone	6,500	6,500	6,500
5400	Supplies	10,000	12,500	12,500
5480	Gasoline	19,200	19,200	19,200
5480	Stickers	1,400	1,400	1,400
5481	Oil/Lube	2,000	2,500	2,500
5482	Tires	4,000	5,200	5,200
5486	Diesel	9,600	9,600	9,600
5487	Parts/Supplies	12,500	12,500	12,500
5488	Equipment	6,000	6,000	6,000
5580	Clothing Allowance	7,650	7,650	7,650
5781	Training	800	1,500	1,500
		155,004	171,723	171,723
Total Highway		967,673	997,352	997,352

FY2025 BUDGET

			Approved FY2024	Requested FY2025	Approved FY2025
422	Construction and Maintenance				
	5137	Police Details	6,000	6,000	6,000
	5290	Public Ways Safety	9,100	9,100	9,100
	5842	Local Improvements	194,000	194,000	194,000
			<u>203,100</u>	<u>203,100</u>	<u>203,100</u>
Total Construction and Maintenance			209,100	209,100	209,100
423	Snow & Ice				
	5137	Wages	11,000	11,000	11,000
	5140	Wages - Overtime	27,000	27,000	27,000
			<u>38,000</u>	<u>38,000</u>	<u>38,000</u>
	5241	Repairs	20,000	20,000	20,000
	5290	Contract Services	30,000	30,000	30,000
	5400	Parts and Supplies	10,000	10,000	10,000
	5480	Gas	3,000	3,000	3,000
	5486	Diesel	9,000	9,000	9,000
	5488	Equipment	7,000	7,000	7,000
	5530	Road Salt	41,000	41,000	41,000
	5531	Sand	22,000	22,000	22,000
			<u>142,000</u>	<u>142,000</u>	<u>142,000</u>
Total Snow & Sand			180,000	180,000	180,000
424	Street Lighting				
	5211	Electric	9,270	9,500	9,500
	5241	Repairs	900	900	900
Total Street Lighting			10,170	10,400	10,400
433	Transfer Station				
	5137	Wages	55,931	46,093	46,093
	5140	Wages - Overtime	10,000	10,500	10,500
			<u>65,931</u>	<u>56,593</u>	<u>56,593</u>
	5211	Electric	2,609	2,600	2,600
	5280	Trash Disposal	99,000	122,000	122,000
	5281	Trash Hauling	15,000	15,000	15,000
	5282	Recycling Hauling	50,000	50,000	50,000
	5282-01	Recycling Processing	20,000	44,784	40,000
	5283	Trash Container Lease	1,500	1,500	1,500
	5284	Recyclable Container Lease	2,000	2,000	2,000
	5487	Maintenance	8,250	8,250	8,250
	5488	Equipment	3,000	300	300
			<u>201,359</u>	<u>246,434</u>	<u>241,650</u>
Total Transfer Station			267,290	303,027	298,243
439	Landfill				
	5250	Well Monitoring	6,100	6,800	6,800
Total Landfill			6,100	6,800	6,800

FY2025 BUDGET

		Approved FY2024	Requested FY2025	Approved FY2025
440	Sewer			
	5200	Purchase of Services	11,790	12,380
	5241	Repairs	14,000	14,000
	5400	Supplies	1,000	1,000
Total Sewer			26,790	27,380
450	Water			
	5201	Purchase of Services	5,000	5,000
	5241	Repairs	1,000	1,000
Total Water			6,000	6,000
491	Cemetery			
	5200	Purchase of Services	3,800	5,000
	5242	Grounds Maintenance	5,000	11,000
Total Cemetery			8,800	16,000
TOTAL PUBLIC WORKS			1,681,922	1,756,058
HUMAN SERVICES				
510	Board of Health			
	5112	Wages - Animal Inspector	1,570	1,617
	5114	Wages	43,857	46,753
			45,427	48,371
	5200	Purchase of Services		1,600
	5302	Rabies Testing	560	560
	5304	Nashoba Associated Boards of Health	19,000	20,900
	5342	Advertising	100	100
	5400	Supplies	0	0
	5710	Travel	831	831
	5730	Dues/Membership	150	150
			20,641	24,141
Total Board of Health			66,068	72,512
522	Nursing			
	5200	Purchase of Services	8,709	9,144
Total Nursing			8,709	9,144
541	Council on Aging			
	5101	Salary	56,118	66,478
	5137	Wages	42,026	44,799
			98,144	111,277
	5200	Purchase of Services	3,800	3,800
	5243	Software Support	1,200	1,200
	5271	Building Lease	4,551	4,750
	5340	Telephone	600	600
	5346	Cable/DSL	1,200	1,200
	5400	Supplies	4,500	4,500
			15,851	16,050
Total Council of Aging			113,995	127,327

FY2025 BUDGET

			Approved FY2024	Requested FY2025	Approved FY2025
543	Veterans Services				
	5114	Wages	5,711	5,882	5,882
	5730	Dues	50	50	50
	5770	Veterans Benefits	33,000	33,000	33,000
	5781	Meetings	2,000	2,000	2,000
			<hr/>	<hr/>	<hr/>
Total Veterans Services			35,050	35,050	35,050
			<hr/>	<hr/>	<hr/>
TOTAL HUMAN SERVICES			229,533	249,915	249,915
CULTURE & RECREATION					
610	Library				
	5102	Salary	106,995	110,198	110,198
	5114	Wages	256,183	266,118	266,118
			<hr/>	<hr/>	<hr/>
			363,178	376,317	376,317
	5200	Purchase of Services	12,181	12,325	12,325
	5201	Professional Development	500	500	500
	5210	Heat	23,000	23,000	23,000
	5211	Electric	30,043	30,043	30,043
	5241	Repairs	2,600	2,900	2,900
	5242	Repairs & Maintenance Bldg	200	200	200
	5243	Software Support	2,464	2,464	2,464
	5251	Web Services	150	150	150
	5340	Telephone	2,851	2,851	2,851
	5341	Postage	100	100	100
	5400	Supplies	8,405	8,405	8,405
	5580	Books	95,067	97,948	97,948
	5780	Miscellaneous/Programs	1,500	1,500	1,500
	5781	Travel & Meeting	1,000	1,000	1,000
			<hr/>	<hr/>	<hr/>
Total Library			180,061	183,386	183,386
			<hr/>	<hr/>	<hr/>
			543,239	559,703	559,703
630	Parks and Recreation				
	5113	Parks and Rec Coordinator	42,299	44,878	44,878
	5113	Wages - Swimming	16,698	17,168	17,168
			<hr/>	<hr/>	<hr/>
			58,996	62,047	62,047
	5200	Purchase of Services	11,345	11,000	11,000
	5211	Electric	2,634	2,900	2,900
	5270	Equipment	2,600	2,600	2,600
	5400	Supplies	3,890	3,969	3,969
			<hr/>	<hr/>	<hr/>
			20,469	20,469	20,469
			<hr/>	<hr/>	<hr/>
Total Recreation			79,465	82,516	82,516

FY2025 BUDGET

		Approved FY2024	Requested FY2025	Approved FY2025
691	Historical Commission			
	5200 Purchase of Services	3,400	3,400	3,400
	5341 Postage	-	-	-
	5400 Supplies	2,500	2,500	2,500
	5730 Dues	250	250	250
Total Historical Commission		6,150	6,150	6,150
692	Celebration/Memorial Day			
	5400 Supplies	4,000	4,000	4,000
Total Celebration/Memorial Day		4,000	4,000	4,000
TOTAL CULTURE & RECREATION		632,854	652,368	652,368
DEBT SERVICE				
	59100-REFD Principal	375,000	370,000	370,000
	59250-REFD Interest	74,150	59,150	59,150
	* <i>Refunding AUG 2019 - Debt Excluded Portion</i>			
	59100-REF2 Principal	230,000	245,000	245,000
	59250-REF2 Interest	55,300	43,425	43,425
	* <i>Refunding AUG 2019</i>			
	59100-REF2 Principal	80,000	75,000	75,000
	59250-REF2 Interest	9,500	5,625	5,625
	* <i>Long Hill Road Culvert ATM 5/18 Art 25</i>			
	5950-0230 Principal	15,262	15,262	15,262
	5925-0230 Interest	3,816	3,663	3,663
	* <i>Flood Control/Improvements ATM 5/19 Art 18</i>			
	5950-0240 Principal	24,660	24,657	24,657
	5925-0240 Interest	7,397	7,397	7,397
	* <i>Taggart Property</i>			
	5950-0250 Principal	46,064	46,064	46,064
	5925-0250 Interest	6,910	5,528	5,528
	* <i>Fire Truck 2022</i>			
	5950-0270 Principal	114,284	114,286	114,286
	5925-0270 Interest	34,286	34,286	34,286
	* <i>Fire Truck 2023</i>			
	5950-0270 Principal	-	135,572	135,572
	5925-0270 Interest	-	56,940	56,940
Total Principal		885,271	1,025,841	1,025,841
Total Interest		191,358	216,013	216,013
TOTAL DEBT SERVICE		1,076,629	1,241,854	1,241,854

FY2025 BUDGET

		Approved FY2024	Requested FY2025	Approved FY2025
EMPLOYEE BENEFITS				
911	Worcester Regional Retirement Assessment			
	5170 WCRS Assessment	801,772	879,865	879,865
912	Workers Compensation			
	5171 Workers Comp	28,180	29,589	29,589
913	Unemployment Compensation			
	5172 Unemployment	-	-	-
914	Health Insurance			
	5173 Group Health	722,023	762,281	762,281
	51731 Group Dental	20,897	22,986	22,986
	5174 OPEB	298,649	299,663	26,966
		<u>1,041,569</u>	<u>1,084,931</u>	<u>812,234</u>
915	Life Insurance			
	5175 Life Insurance	1,400	1,400	1,400
916	Medicare Tax			
	5175 Medicare 1.45%	65,234	69,727	69,727
TOTAL EMPLOYEE BENEFITS		1,938,155	2,065,512	1,792,815
OTHER INSURANCE				
945	Other Insurance			
	5740 General Insurance	79,051	90,908.65	77,000
	5742 Bonding (employee)	1,200	1,200.00	1,200
	5744 Police & Fire Accident	45,747	48,034.35	48,034
	5746 Deductible	5,000	5,000.00	5,000
TOTAL OTHER INSURANCE		130,998	145,143.00	131,234
TOTAL BUDGET		29,155,890	31,409,869	31,139,149

BOLTON ANNUAL TOWN MEETING

SELECT BOARD

Robert Czekanski, Chair
Brian Boyle
Stanley Wysocki

TOWN ADMINISTRATOR

Donald A. Lowe

ADVISORY COMMITTEE

Robert Guerriero, Chair
Donald Cole
Omid Gharony
Craig Lauer
Gregory Myers
William Nickles

MODERATOR

Doug Storey

PLEASE BRING THIS WARRANT TO TOWN MEETING

Annual Town Meeting

Monday, May 6, 2024

7:00 p.m.

Nashoba Regional High School Auditorium

Warrants can be found at: www.townofbolton.com/home/pages/town-meeting-information

ANNUAL TOWN MEETING RESULTS
Monday, May 6, 2024
Nashoba Regional High School Auditorium

Called to Order at: 7:00 pm

Article 1: Article 1: Accept Annual Reports

Vote Required: Majority

Town Meeting Vote: Majority in Favor

Article 2: Unpaid Bills for Previous Fiscal Years

Vote Required: 4/5 Majority

Town Meeting Vote: 4/5 Majority in Favor

Article 3: Fiscal Year 2025 Operating Budget

Vote Required: Majority

Town Meeting Vote: Majority in Favor

Article 4: Spending Limits of Revolving Fund Accounts

Vote Required: Majority

Town Meeting Vote: Majority in Favor

Article 5: Replenish the Stabilization Fund

Vote Required: Majority

Town Meeting Vote: Majority in Favor

Article 6: Replenish the Reserve Fund

Vote Required: Majority

Town Meeting Vote: Majority in Favor

Article 7: Special Revenue Fund for Opioid Settlements

Vote Required: Majority

Town Meeting Vote: Majority in Favor

Article 8: Amendment to the Code of the Town of Bolton, Division I, Part II, Chapter 110, Section 110-9 Animals at Large Prohibited.

Vote Required: Majority

Town Meeting Vote: Majority in Favor

Article 9: Amendment to the Code of the Town of Bolton, Division I, Part I, Chapter 1 General Provisions, Article III Section 1-5, Noncriminal Disposition.

Vote Required: Majority

Town Meeting Vote: Majority in Favor

Article 10: Amendment to the Code of the Town of Bolton, Division I, Part II. Wetlands Bylaw, Chapter 233.

Vote Required: Majority

Town Meeting Vote: Majority in Favor

Article 11: Forbush Mill Road Bridge Replacement

Vote Required: Majority

Town Meeting Vote: Majority in Favor

Article 12: Citizen's Petition

Vote Required: Majority

Town Meeting Vote: Majority NOT in Favor

Article 13: Authorize Town Election

Vote Required: Majority

Town Meeting Vote: Unanimous in Favor

Meeting Adjourned at: 8:49pm

of attendees: 122

of registered voters: 4446

% Turnout: 2.74%

EXHIBIT D

COMMONWEALTH OF MASSACHUSETTS

WORCESTER, SS.

SUPERIOR COURT DEPARTMENT
OF THE TRIAL COURT
WORCESTER DIVISION
CIVIL ACTION NO.

TOWN OF BOLTON and
TOWN OF STOW,
Plaintiffs

v.

ALAN DIPIETRO,
Defendant

VERIFIED COMPLAINT AND REQUEST
FOR DECLARATORY AND
INJUNCTIVE RELIEF

RECEIVED

MAY 15 2017

CLERK OF COURTS
WORCESTER COUNTY

This is an action by the Towns of Bolton and Stow, pursuant to M.G.L. c. 214, §7A and the Wetlands Protection Act, M.G.L. c. 131, § 40 (the "WPA"), for injunctive and declaratory relief relating to violations by the defendant, Alan DiPietro ("Mr. DiPietro"), of the WPA and state and local wetlands regulations. The Towns seek an order enjoining Mr. DiPietro from further work in the wetland Resource Area and Buffer Zone without an Order of Conditions, and to restore the wetlands damaged by unauthorized clearing. Repeated and ongoing attempts by the Towns and the Massachusetts Department of Environmental Protection ("MassDEP") to bring Mr. DiPietro into compliance have been ignored.

1. The plaintiff, Town of Bolton ("Bolton"), is a municipality located in Worcester County, Massachusetts.
2. The plaintiff, Town of Stow ("Stow"), is a municipality located in Middlesex County, Massachusetts.
3. The defendant, Mr. DiPietro, is an individual owning property on Maple Street/Teele Road on the boundary of Bolton and Stow ("Property") by a deed recorded at the

Middlesex South Registry of Deeds at Book 63791, Page 118 and the Worcester District Registry of Deeds at Book 52462, Page 364.

4. On March 3, 2005, the Bolton Conservation Commission issued an Order of Resource Area Delineation which confirmed the presence of extensive wetland Resource Areas on the Property (“Wetlands Delineation”), including Bordering Vegetated Wetlands and Riverfront Areas protected by the WPA, state and local regulations. A copy of the Wetlands Delineation is attached as Exhibit A.

5. For more than two years, Bolton and Stow have attempted to obtain Mr. DiPietro’s compliance with the WPA and the applicable regulations and local bylaws.

6. Mr. DiPietro has refused to comply with the WPA, file a Notice of Intent, or cooperate with MassDEP, Bolton or Stow in any fashion.

7. On September 9, 2014, the Stow Conservation Coordinator received information from a resident reporting recent extensive clearing at the Property. A site inspection revealed recent clearing on the Property indicating that unauthorized work was occurring within wetland Resource Areas.

8. On September 17, 2014, the Stow Conservation Commission issued Mr. DiPietro an order to cease and desist from further work in the wetlands Resource Areas. A copy of the order is attached as Exhibit B. Mr. DiPietro did not respond or comply.

9. On September 22, 2014, the Stow Conservation Coordinator again viewed the Property revealing that more clearing had occurred notwithstanding the September 18, 2014 cease and desist order.

10. On September 24, 2014, the Bolton Conservation Administrator viewed the Property and also observed clearing within the wetland Resource Areas.

11. On October 6, 2014, the Bolton Conservation Administrator requested that Mr. DiPietro contact the Conservation Commission to “coordinate compliance with the Stow Conservation Commission,” a copy of which is attached as Exhibit C.

12. On October 7, 2014, the Stow Conservation Commission issued an Enforcement Order to Mr. DiPietro to cease and desist from further activity in the wetlands Resource Areas, to notify the Commission within 48 hours of receipt of the order, and to submit a Notice of Intent or restoration plan within 10 days or request an extension. A copy of the Enforcement Order is attached as Exhibit D. Mr. DiPietro did not respond or comply.

13. MassDEP issued Notices of Violation to Mr. DiPietro on October 27, 2014 and January 15, 2015, copies of which are attached as Exhibits E and F, respectively. Mr. DiPietro did not comply.

14. On January 22, 2015, MassDEP conducted an aerial overflight of the Property estimating that 55,000 square feet of wetlands Resource Area had been altered in Stow and 12,000 square feet in Bolton, for a total of approximately 67,000 square feet or 1.5 acres.

15. A plan showing the approximate size and location of Mr. DiPietro’s encroachments into the wetland Resource Area and Buffer Zone is attached as Exhibit G.

16. On March 10, 2015, Town Counsel for Stow sent a letter to Mr. DiPietro requesting compliance with the Enforcement Order by March 20, 2015 and notifying him of the Commission’s upcoming meeting on the matter on March 31, 2015. A copy of that correspondence is attached as Exhibit H.

17. On March 24, 2015, the Stow Conservation Coordinator reminded Mr. DiPietro of the Commission’s March 31, 2015 meeting and that the Commission had voted to impose daily fines beginning on April 1, 2015 as a result of his continued noncompliance. A copy of that

email is attached as Exhibit I. Mr. DiPietro did not respond or attend the March 31, 2015 Stow Conservation Commission hearing.

18. On April 1, 6, and 13, the Stow Conservation Commission issued to Mr. DiPietro 8 tickets for his ongoing violations of WPA and the Stow Wetlands Bylaw.

19. On April 16, 2015, Mr. DiPietro came to the Stow Town Building and informed the Town Clerk that he would not be paying the tickets or appealing. He suggested that he was engaged in agricultural activities exempt from the WPA. He then proceeded to tear up the tickets in front of her and walked out.

20. On April 27, 2015, the Stow Conservation Commission provided Mr. DiPietro with information regarding the scope of the agricultural exemption, including relevant pages from the Commonwealth's "Farming in Wetland Resource Areas: A Guide to Agriculture and the Massachusetts Wetlands Protection Act" publication. A copy of this correspondence is attached as Exhibit J. The Commission reiterated its position that Mr. DiPietro's alteration of the wetlands Resource Areas was not exempt from the WPA but invited Mr. DiPietro to submit any information to the Commission that he wanted it to consider. Mr. DiPietro did not respond.

21. On April 21 and 27, and May 4, 11, 19 and 25, 2015, the Stow Conservation Commission issued 29 individual tickets for Mr. DiPietro's ongoing violations of the WPA and the Stow Wetlands Bylaw. Mr. DiPietro did not respond.

22. On June 2, 2015, Stow filed suit against Mr. DiPietro in the Concord District Court. The Concord District Court ultimately dismissed the Complaint on jurisdictional grounds. Among other things, Mr. DiPietro argued that the Stow Wetlands Bylaw, Article 9, Section 9, can only be enforced in the Superior Court.

23. On July 7, 13, 20, 28 and August 4, 10, 18, 24 and 31, 2015, the Stow Conservation Commission issued 44 individual tickets for Mr. DiPietro's ongoing violations of the WPA and the Stow Wetlands Bylaw. Mr. DiPietro did not respond.

24. On September 1, 2015, MassDEP requested permission from Mr. DiPietro to inspect the Property and determine the extent of his wetlands violations. A copy of this correspondence is attached as Exhibit K. Mr. DiPietro refused.

25. On September 16 and 26, 2015, the Stow Conservation Coordinator viewed the Property and observed that fields, including in the protected wetland areas, were freshly mowed, and that a gate had been installed in the wetland Buffer Zone near the Bolton town line.

26. On September 8, 14, 21 and 28 and October 13, 19 and 26, 2015, the Stow Conservation Commission issued 38 individual tickets for Mr. DiPietro's ongoing violations of the WPA and the Stow Wetlands Bylaw. Mr. DiPietro did not respond.

27. On November 2, 9, 16, 23 and 30 and December 7, 14, 21 and 29, 2015, the Stow Conservation Commission issued 41 individual tickets for Mr. DiPietro's ongoing violations of the WPA and the Stow Wetlands Bylaw. Mr. DiPietro did not respond.

28. On January 4, 11, 19 and 25, and February 1, 9, 16, 22 and 29, 2016, the Stow Conservation Commission issued 42 individual tickets for Mr. DiPietro's ongoing violations of the WPA and the Stow Wetlands Bylaw. Mr. DiPietro did not respond.

29. On January 29, February 7, and March 2 and 15, 2016, the Stow Conservation Coordinator viewed the Property and observed alpacas grazing in the protected wetlands areas. On February 7, 2016, she also observed that a fence had been replaced along the roadside in the wetlands Buffer Zone.

30. In response to the Concord District Court's April 21, 2016 dismissal of that action on jurisdictional grounds, the Stow Conservation Commission on June 28, 2016 notified Mr. DiPietro of its intent to pursue the case in Superior Court and requesting that he submit written documentation of his intent to comply by July 30, 2016. A copy of this correspondence is attached as Exhibit L. Mr. DiPietro did not respond.

31. On June 28, 2016, the Bolton Conservation Commission also notified Mr. DiPietro of his wetlands violations and its intent to pursue further legal action against him. A copy of this correspondence is attached as Exhibit M. Mr. DiPietro did not respond.

32. The Bolton Conservation Commission issued an Enforcement Order on August 9, 2016 as a result of Mr. DiPietro's land clearing and erection of fencing and structures within 100 feet of Bordering Vegetated Wetlands and within 100 feet of a pond without an Order of Conditions. The Enforcement Order is attached as Exhibit N. Mr. DiPietro did not respond.

33. On three occasions in January, February and March, 2017, the Bolton Conservation Administrator has discussed with Mr. DiPietro the ongoing wetlands issues at the Property. The Bolton Conservation Administrator noted to Mr. DiPietro the need to file either a Notice of Intent or Request for Determination of Applicability. Although Mr. DiPietro inquired about the procedure for doing so, he has not yet filed a Notice of Intent or Request for Determination of Applicability, and his wetlands violations continue.

34. Mr. DiPietro's encroachment into protected wetland areas constitutes "damage to the environment" pursuant to M.G.L. c. 214, §7A and a violation of the WPA, as well as state regulations and the Towns' Wetlands Bylaws.

35. To date, Mr. DiPietro has failed to restore the wetlands Resource Areas damaged by his unauthorized clearing and other activities. Absent restoration of the wetlands Resource Area, irreparable damage to the environment will result.

36. In order to be exempt from the WPA, agricultural activities must consist of “normal maintenance and improvement of land in agricultural use” and do not encompass bringing new land into agricultural production.

37. The Property was not preexisting agricultural land and is not otherwise exempt from the WPA, state regulations or the Stow or Bolton Wetlands Bylaws. Mr. DiPietro’s clearing of vegetation in the protected wetlands area is a violation of the WPA, Massachusetts’ wetlands regulations, and the Stow and Bolton Wetlands Bylaws.

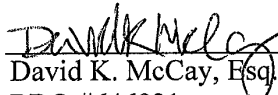
WHEREFORE, pursuant to M.G.L. c. 131, §40 and M.G.L. c. 214, §7A, the Towns of Bolton and Stow seek judgment against Alan DiPietro as follows:

- A. A declaration that Mr. DiPietro has caused “damage to the environment” pursuant to M.G.L. c. 214, §7A and violated the Wetlands Protection Act, M.G.L. c. 131, §40, by land clearing and erection of fencing and structures within 100 feet of Bordering Vegetated Wetlands and within 100 feet of a pond without an Order of Conditions;
- B. Entry of judgment against Mr. DiPietro for all unpaid tickets issued by the Stow Conservation Commission, along with all applicable penalties and interest;
- C. An injunction ordering Mr. DiPietro to restore the wetland Resource Area and buffer zone at the Property in accordance with the requirements of the Wetlands Protection Act and regulations and the Bolton and Stow Wetlands Bylaws; and

- D. An order allowing an inspection of the Property by the Bolton Conservation Commission, the Stow Conservation Commission, and/or the Massachusetts Department of Environmental Protection within seven (7) days of the Court's order, and at such additional times deemed necessary to determine compliance with the Wetlands Protection Act and related regulations and Bylaws in the reasonable discretion of Bolton, Stow and MassDEP; and
- E. For such additional relief as the Court deems just.

TOWN OF BOLTON and
TOWN OF STOW

By their attorneys,



David K. McCay, Esq.

BBO #646921

Alexandra N. Mansfield, Esq.

BBO #697163

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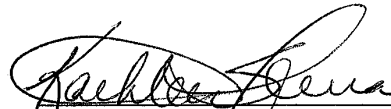
Fax: (508) 983-6273

Dated: May 15, 2017

VERIFICATION

I certify under oath and under the pains and penalties of perjury that the facts set forth above are true and accurate to the best of my knowledge, information and belief. With respect to those facts set forth above that are not within my personal knowledge, I am informed and believe them to be true.

Dated: May 11, 2017


Kathy Sferra
Conservation Coordinator
Town of Stow

VERIFICATION

I certify under oath and under the pains and penalties of perjury that the facts set forth above are true and accurate to the best of my knowledge, information and belief. With respect to those facts set forth above that are not within my personal knowledge, I am informed and believe them to be true.

Dated: May ___, 2017

Rebecca Longvall
Conservation Administrator
Town of Bolton

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Dated: May 11th, 2017


Rebecca Longvall
Conservation Administrator
Town of Bolton