

ANSWER FORM
COMMONWEALTH OF MASSACHUSETTS
TRIAL COURT

a. Worcester, ss:
County

e. Clinton District Court
Name of Court

f. 2268SU00000(4-8)
Docket No. Summary Process

b. **Trial Date** ☐ Original Trial Date: 07/21/2022 (No Discovery requested)
 ☒ Rescheduled Trial Date: To be determined by the court (Discovery requested)

c. Town of Bolton
Plaintiff(s) – Landlord(s)

vs.

SUMMARY PROCESS ANSWER
☒ **COUNTERCLAIMS**
☒ **WITH JURY TRIAL REQUEST**

d. Alan DiPietro
Defendant(s) – Tenants(s)

Facts

- 1 ☒ My name is Alan DiPietro.
- 2 ☒ I live at 110 Teele Rd Bolton MA. I moved in on or about July_2014.
- 3 ☒ I pay \$625 in rent/taxes per month.
- 4 ☐ I receive a rent subsidy. The full contract rent is \$ _____.
- 5 ☒ I do not have a written lease.
- 6 ☒ I deny that I live in my home unlawfully and against the right of the landlord.
- 7 ☐ I deny that I owe the amount of rent or use and occupancy listed in the landlord's complaint.
- 8 ☐ I no longer live at the address listed in the complaint.

Defense

Tenancy Not Properly Terminated and/or Case Not Properly Brought

Mass. Gen. Laws, c. 186, §§11-13, 17

- 9 ☐ I never received a Notice to Quit.
- 10 ☐ The Notice to Quit was defective.
- 11 ☐ The landlord did not terminate my tenancy properly.
- 12 ☐ I live in property covered by the federal CARES Act (the CARES Act covers evictions from property with federally backed mortgages, §4023, and certain federally assisted property § 4024) and
 - 12.a ☐ I did not receive a 30 day notice to quit after July 25, 2020 which is required by the CARES Act.; or

- 12.b ☐ The mortgage on this property is in forbearance and the landlord cannot evict me while the mortgage is in forbearance
- 13 ☒ I sent my landlord the CDC declaration and so, under the CDC moratorium (85 Federal Register 55292), this eviction must be dismissed (or in the alternative, all proceedings stayed through December 31, 2020).
- 14 ☐ The landlord started this case before the Notice to Quit expired.
- 15 ☐ The landlord is a corporation or other business entity and this case was not brought by an attorney so it should be dismissed.
- 16 ☐ The Summons and Complaint is defective and/or was not properly served/filed.
- 17 ☐ If I have ever owed the landlord rent, I paid or offered to pay it all within the time allowed by law.
- 18 ☒ Even if my tenancy was terminated, a new tenancy was created by my landlord's conduct.
- 19 ☐ The Complaint and the Notice to Quit state inconsistent reasons for eviction.
- 20 ☐ The landlord does not have a superior right to possession and/or does not have standing to bring this action.
- 21 ☒ The landlord's case should be dismissed because:

The Town as the collector of taxes has always been in the position of landlord collecting rent (Property Tax) for the utilization of this property. They have been overcharging and preventing my peaceful enjoyment of my home and farm for years now. The Town has refused mediation attempts and negotiated partial payment plans or other reasonable accommodations; brought frivolous legal action and acted in bad faith since 2016 to prevent me from paying what was owed by withholding and preventing the issuance of approved permits, (most recently the revocation of my Industrial Hemp License) all of which have prevented me from the peaceful enjoyment of my property and diminished my agricultural income and obstructed the sale of part or the whole of the property to settle my debts (see addendum for more detailed history) I intend to have the Land Court decision Vacated.

Defense & Counterclaim

Retaliation

Mass. Gen. Laws c. 239, §2A; c. 186, §18

- 22 ☒ The landlord is trying to evict me and/or retaliate against me because:
- a ☒ I withheld rent /taxes because of bad conditions.
 - b ☒ I reported bad conditions in writing to the landlord.
 - c ☒ I reported bad conditions orally and/or in writing to a public agency.
 - d ☐ I took part in a tenants' meeting or organization.
 - e ☐ I brought a case/claim against the landlord.
 - f ☐ I or a member of my household took action to obtain a protection order under G.L. c. 209A or a harassment prevention order under G.L. c. 258E;
 - g ☐ I or a member of my household reported an incident of domestic violence, rape, sexual assault or stalking to law enforcement or reported a violation of a protection or harassment prevention order.
 - h ☐ I am a survivor of abuse, sexual assault, rape or stalking and the landlord is evicting me for exercising my rights to break my lease or change my locks for safety reasons under G.L. c. 186, §§23-29.

- i ☒ Other: ***The Towns actions represent a pattern of retaliation that reaches back to at least 2016. When I refused to apply for a permit to farm my property under their town by-law, which was unlawful as it is preempted by MGL ch40A s3 and the MA WPA, the town received a Default Judgment against me because they had my USPS mail service stopped and I could not be properly contacted by the court. The Town has since refused mediation and used this judgment to prevent me from utilizing and/or selling my property to settle my debts, by blocking local and state permits, the latest being the 2022 Hemp License. (see addendum for more detailed history)***

This entitles me to possession and one to three times the rent (calculated at the full contract rent for tenants with subsidies) or my actual damages, whichever is greater.

- 23 ☒ I am entitled to a presumption of retaliation because the landlord took action against me within 6 months of any of the above (listed in 22a through 22i).

Defense & Counterclaim

Discrimination

Mass. Gen. Laws c. 239; c. 151B; Federal Fair Housing Act; Americans With Disabilities Act; and/or Section 504 of the Rehabilitation Act

- 24 ☒ My landlord has discriminated against me and/or a member of my household based on:

- | | | |
|--|---|--|
| <input type="checkbox"/> Family status (having children) | <input type="checkbox"/> Race | <input type="checkbox"/> National Origin |
| <input type="checkbox"/> Age | <input type="checkbox"/> Religion | <input type="checkbox"/> Disability |
| <input type="checkbox"/> Public or Rental Assistance | <input type="checkbox"/> Sex | <input type="checkbox"/> Color |
| <input type="checkbox"/> Gender Identity | <input type="checkbox"/> Sexual Orientation | <input type="checkbox"/> Marital Status |

☒ Other: ***Exercising my Right to Farm, Exercising my Right to Vote, I think they always wanted the property not the tax money.***

“Reasonable Accommodation” Based on Disability (Physical and/or Mental)

See BHA vs. Bridgewater, 452 Mass. 833 (2009)

- 25 ☐ I (and/or a member of my household) have a disability and I request/have requested that the landlord make changes in its rules or do what is necessary for me to have a fair housing opportunity. Failing to provide a reasonable accommodation to a qualified person with a disability is disability-related discrimination. *Note:* This may include allowing the tenant to get help or do something necessary to address a lease violation.

Sexual Harassment

See Gnerre v. MCAD, 402 Mass. 502 (1988); Mass. Gen. Laws c. 151B, §4 (6)
Fair Housing Act (42 U.S.C. § 3604)

- 26 ☐ My landlord (or agent/representative of my landlord) discriminated against me based on my sex/gender by sexually harassing me. This activity made my apartment less desirable to me. Check all that apply:
- ☐ I have been subjected to unwanted/unsolicited harassment of a sexual nature (includes verbal harassment and non-consensual physical acts of a sexual nature).
 - ☐ I have been asked or pressured to give sexual favors.
 - ☐ Terms of my tenancy were changed because of my response to the sexual harassment.

Defense

Tenant Not Responsible for Alleged Behavior

- 27 ☒ I/a household member/guest did not do what my landlord alleges is the reason for this eviction.
- 28 ☒ What my landlord is claiming is not a violation of the rental agreement.
- 29 ☐ I am a tenant in state public housing and the landlord is evicting me for alleged behavior of a household member, guest, or someone over whom I had no control. I did not violate my lease or any law. I had no way to control or no reason to know about the alleged behavior.

Defense

**Tenant Should Not Lose His/Her Apartment
(Avoidance of Forfeiture)**

- 30 ☒ Based on principles of equity and fairness, it is unfair to evict me.

The Town is trying to evict me from my property and at the same time extinguish \$300,000 in equity above the value of the back taxes. Taxes that were/are artificially inflated by a Variance they will no longer honor. They charged me usurious interest for back taxes while they were able to finance any shortage to the budget at near 0%. The Town would have been paid in full in 2016 if they had not withheld the permits that I applied for and they approved, because I owed back taxes. The Town knew then and now I was trying to sell to settle the back taxes. Town Employees have run off every potential buyer, instead of facilitating the sale. They have blocked every attempt I've made to sell and or utilize my property to raise funds. Beyond the local permits they are withholding, they have been successful in blocking my Forestry and Hemp Permits at the State level. The Town has prevented my access to electrical and water services. Even though the town claims a "Right to Farm" by-law the agricultural commission as well as the town employees have been instructed and continue to refuse to assist me or even speak to me. The Town has refused mediation on multiple occasions. In fact they have done everything they could legal or not (including stopping my USPS mail service and trying to prevent me from Voting) so as to keep me from paying what I owe, and obstruct the peaceful enjoyment of my property and my Right to Farm, ultimately taking possession of my property for themselves for far less than Fair Market Value. I intend to have the Land Court decision Vacated. To remove me from my property before would be unfair and constitute irreparable harm to me. The town will not be injured in any way to wait until justice can be served. The Town will be made financially whole as soon as the previously approved variance and permits are released and the property can be sold.

*Defense & Counterclaim
or Offset to Any Claim for Use and Occupancy*

Bad Conditions in My Home and Other Claims

Mass. Gen. Laws c. 239, §8A; c. 93A; and/or Implied Warranty of Habitability

31 ☒ I have a defense and counterclaim because of past or present problems in or around my home that the landlord knew or should have known about, including but not limited to the following:

- | | |
|---|---|
| <input type="checkbox"/> cockroaches, other insects, mice or rats | <input type="checkbox"/> defective or leaky windows |
| <input type="checkbox"/> water leak and plumbing problems | <input type="checkbox"/> defective ceilings, walls, or floors |
| <input type="checkbox"/> electrical problems | <input type="checkbox"/> problems with heat and/or hot water |
| <input type="checkbox"/> lead paint | <input type="checkbox"/> defective locks or security problems |
| <input checked="" type="checkbox"/> other: | |

Since 2016 the town has prevented me from the peaceful enjoyment of my property; overcharged me taxes and interest based on a variance to create a build-able lot that they now say they can not be honored after 6 months. The Town has prevented me access to electrical and water services. The Town has interfered with my right to farm by keeping me from the agricultural use of my property to raise the funds to pay the portion of the back taxes I actually owe.

32 ☒ The landlord knew or should have known about the bad conditions because:

- a ☒ I told the landlord orally.
- b ☒ I told the landlord in writing.
- c ☐ The landlord was notified by Inspectional Services, Board of Health, housing agency, or someone else.
- d ☐ All or some of the conditions existed when I moved in.
- e ☐ All or some of the conditions existed when the landlord purchased the property or at the time of foreclosure.
- f ☐ All or some of these conditions exist in common areas that the landlord has access to.
- g ☒ Other:

The Town as the collector of taxes has always been in the position of landlord collecting rent (Property Tax) for the utilization of this property. They have been overcharging and preventing my peaceful enjoyment of my home and farm for years now.

I am entitled to damages for the reduced value of my home, calculated as the difference between: (a) the full market rental value of my home in good condition, and (b) the reduced value of my home in its bad condition. *(If the rent is subsidized, the damages are calculated based on the full rental value and not just the tenant's share.)* I am also entitled to damages for any other losses, injuries, or expenses resulting from bad conditions.

Defense & Counterclaim
Or Offset to Any Claim for Use and Occupancy
Interference with Utilities and Use of Home
(or Breach of Quiet Enjoyment)
Mass. Gen. Laws c. 239, §8A; c. 186, §14; and/or c. 93A

33 ☒ The landlord did the following:

- a ☐ Did not provide adequate heat.
- b ☐ Did not provide adequate hot water.
- c ☐ Did not pay for utilities that were the landlord's responsibility.
- d ☒ Shut off my utilities.
- e ☐ Locked me out of my home.
- f ☐ Put my possessions out without a court order.
- g ☐ Allowed bad conditions to exist in my home.
- h ☐ Entered my home without my permission and/or notice.
- i ☒ Interfered with my right to enjoy my home in other ways by:

Beyond the local permits they are withholding, they have been successful in blocking my Forestry and Hemp Permits at the State level. The Town has prevented me access to electrical and water services. The Town has done everything it could legal or not (including stopping my USPS mail service and trying to prevent me from Voting) so as to keep my from paying what I owe, and obstruct the peaceful enjoyment of my Right to Farm,

34 ☐ I have been billed for gas, oil and/or electricity that go to other people's apartments or common areas (such as hallways, stairways, basements, or porches). This defense and counterclaim entitles me to damages under G.L. c. 186, §14, and/or c. 93A. See also Mass. Sanitary Code, 105 CMR 410.354.

This defense and counterclaim entitles me to three times the rent (calculated at the full contract rent for tenants with subsidies) or my actual damages, whichever is greater.

Defense & Counterclaim
Or Offset to Any Claim for Use and Occupancy
Violation of the Consumer Protection Law
Mass. Gen. Laws c. 239 §8A, and/or c. 93A

- 35 ☐ Each of the acts stated in this Answer/Counterclaims was unfair and/or deceptive. My landlord is covered because she or he is not a housing authority or the owner-occupant of only a 2 or 3-family property in which I live. This pleading is a demand for a reasonable settlement offer.
- 36 ☐ The landlord acted in the following additional unfair or deceptive ways:
- a ☐ The landlord charged me late fees before my rent was thirty days late.
 - b ☐ The landlord charged a rent amount that I never agreed to pay.
 - c ☐ The landlord charged me constable or court fees unlawfully.
 - d ☐ There are unlawful terms in my lease.
 - e ☒ Other:

The Town as the collector of taxes has always been in the position of landlord collecting rent (Property Tax) for the utilization of this property. They have been overcharging and preventing my peaceful enjoyment of my home and farm for years now. Since 2016 the town has prevented me from the peaceful enjoyment of my right to farm and overcharged me taxes based on a variance to create a build-able lot that they will no longer honor. Beyond the local permits they are withholding, they have been successful in blocking my Forestry and Hemp Permits at the State level. The Town has prevented my access to electrical and water services. The Town has done everything it could legal or not (including stopping my USPS mail service and trying to prevent me from Voting) so as to keep my from paying what I owe, and obstruct the peaceful enjoyment of my Right to Farm.

Therefore, under G.L. c. 93A, I am entitled to statutory damages for each violation, or actual damages (doubled or trebled because the landlord's conduct was willful and knowing), whichever is greater.

Other Defenses & Counterclaims

- 37 ☐ My rent is paid by the Department of Transitional Assistance through vendor payments; therefore, I had no control over nonpayment of the rent.
- 38 ☐ I have exercised my rights under the repair and deduct statute (G.L. c. 111, §127L).
- 39 ☐ The landlord required me to pay for water in violation of G.L. c. 186, §22.
- 40 ☐ Upon information and belief, the landlord plans to convert my unit into a condominium and did not follow the applicable state or local law.
- 41 ☐ There is a failure or delay of a government agency (such as RAFT or city funds) in the mailing or delivery of the rent payment and therefore, the court must postpone this case by at least 7 days (or such longer time as needed for the payment by the government agency) and then, if the payment of rent and court costs is offered to the landlord, the tenancy is treated as not having been terminated and the landlord's claims for rent and possession must be dismissed. G.L. c. 186, §11 (tenant under lease) and §12 (tenant at will).
- 42 ☐ I have other defenses or counterclaims as follows:

WHAT I WANT THE COURT TO DO

- 43 ☒ On all claims and defenses, award me possession of my home.
- 44 ☒ On all claims and defenses, award me money damages, costs, attorney's fees (where applicable), and such other relief as is fair.
- 45 ☒ Other:

Order the town to release / reissue the previously approved Variance and Permits for lot 3e-33 which are being withheld because back taxes are owed, so the sale of lot 3e-33 can be completed and the back taxes owed to the town can be paid. Order the town to enter into mediation with the MA Agricultural Mediation Program regarding any other issues related to the agricultural use of lots 4e-43 4e-44 4e-45 and 4e-46, so that my Forestry Permit and Hemp License can be reinstated.

The Court Should Allow Me to Stay in My Home

Mass. Gen. Laws c. 239, §8A (5th para.)

- 46 ☒ I request that the court apply G.L. c. 239, §8A (which applies both to non-payment and to no-fault evictions) to allow me to stay in my home as follows:
- 46.a Because the money owed to me on my counterclaims is greater than the amount of rent owed to the landlord, I win the eviction (possession of the property should be awarded to me in this action); or
- 46.b I am entitled to the opportunity to pay to the court within seven (7) days the difference between what the court finds I owe my landlord and what the landlord owes me in order to keep possession of my home.

The Court Should Order the Landlord to Make Repairs

Mass. Gen. Laws c. 239, §8A (4th para.), and/or c. 111, §127I

- 47 ☒ I request the court to order the landlord to correct the defective conditions in my home.

Order the town to release / reissue the previously approved Variance and Permits for lot 3e-33 which are being withheld because back taxes are owed, so the sale of lot 3e-33 can be completed and the back taxes owed to the town can be paid. Order the town to enter into mediation with the MA Agricultural Mediation Program regarding any other issues related to the agricultural use of lots 4e-43 4e-44 4e-45 and 4e-46, so that my Forestry Permit and Hemp License can be reinstated.

The Court Should Order the Landlord to Make Reasonable Accommodations

Federal Fair Housing Act; Americans with Disabilities Act; Section 504
and/or Mass. Gen. Laws c. 151B

- 48 ☐ I and/or a member of my household have a disability and I request the court to order the landlord to accommodate the disability by stopping the eviction and/or taking steps to provide fair housing to allow me to remain in my home.

The Court Should Find That I Was Not At Fault

- 49 ☒ The court should find that the landlord has not proven that I was at fault. This is a fault eviction case in which the landlord claimed I did something wrong (other than nonpayment of rent). The landlord did not prove that I did anything serious enough to justify eviction; therefore, the court should allow me to stay in my home.

The Court Should Continue this Case for Payment by Government Agency

- 50 ☐ The court should postpone this case for at least seven days (or such longer time as needed for the tender by the government agency) and, if the rent and court costs are then tendered/offered, the landlord's claims for rent and possession must be dismissed. G.L. c. 186, §11 and 12.

The Court Should Allow Me More Time to Move

Mass. Gen. Laws c. 239, §9 or Court's Equitable Authority

- 51 ☒ If the court awards possession to the landlord, I need time to move. (The court may award *up to one year* for a household with an elderly or disabled person, or *up to six months* for any other tenant.)
- a ☐ I am and/or a member of my household is elderly (over 60) or disabled.
- b ☒ The court should also consider my situation as follows:

This is my Home and my Farm, the place of my residence and that of my animals; the source of my food and income. I have been actively farming this property since 2014. I am currently utilizing this property agriculturally. I have fields planted and infrastructure set up. I intend to have the Land Court Judgment Vacated so that I do not have to move at all. However if I must it will take me time to move all my equipment and agricultural structures, plants and animals. I operate my farm by myself and it will take time and be difficult to do so. I request that the court order the Town to assist financially in relocating my agricultural and residential belongs/infrastructure.

Request for a Jury Trial

Part I, Article XV of the Mass. Constitution; USPR 8; Mass. Gen. Laws c. 185C, §21 and c. 218, §19B

☒ I claim my right to a trial by jury. (Jury trials are available in all courts.)

Note to Tenants: If you check this box, go back to the first page of this form and check the box in the heading that says “With Jury Trial Request.” If you have checked off any counterclaims, go back to the first page of this form and check the box in the heading that says “Counterclaims.”

I hereby certify that I [caused to be] delivered or mailed (or emailed, with the landlord consenting to service by email) (*circle which one*) a copy of this Answer to the landlord or his/her lawyer (who is required to accept service by email) on _____ (date).

Note to Tenants: This Answer must be filed in court **AND** a copy received by your landlord, or by his/her lawyer if represented, on or before the first Monday after the Entry Date listed on the Summons and Complaint (or, **under COVID-19 orders, 3 business days before the first scheduled court event – parties will be notified by mail by court of the date of the first event**).

Signature of Tenant(s)

Signature of Tenant(s)

Printed Name

Printed Name

Note: *Each* person named as a Defendant in the Complaint **MUST** sign this Answer or file a separate Answer in order to protect his/her own rights.

110 Teele Rd
Street Address

Apt. No.

Bolton
City

MA
State

01740
Zip Code

978 334345
Telephone Number

alandipietro@gmail.com
Email (if any)

July 13, 2022
Date

Addendum - Background Information

I humbly request and pray that the court order the release of the previously signed and approved permits for Parcel I (3e-33) and provide time to sell the property and redeem the tax titles. The town of Bolton has been at the same time demanding payment and withholding permits preventing the sale and payment of the back taxes on my farm and homestead. The farm is composed of five lots in two towns Bolton (Worcester County) and Stow (Middlesex County). The Town of Bolton has assessed their portion of these five lots at \$375,000. The total back taxes and interest are approximately \$75,000. The Town of Bolton is preventing me from selling and recovering equity by withholding signed approved permits and discouraging buyers, ostensibly for the purpose of recovering back taxes. There is no risk to the town to wait until I am able to sell and recoup the excess value beyond what is owed. On the other hand I will be irreparably harmed by the loss of my farm and homestead if I am not allowed to sell and redeem. I have in all earnest been trying, since 2016, to sell Parcel I (3e-33) so that I can pay the back taxes I owe. There has been and continues to be interest in the property. The buyers I had lined up in 2016 as well as all the others since have made it very clear that no one is going to buy my lot without the order of conditions and septic permit being released. The order of conditions for this Lot was approved and signed years ago but is still being withheld. I was told then that this was because I owed back taxes. Parcel I (3e-33) has successfully perc'd and the septic permit is awaiting submission until the tax situation is resolved. I was and am still unable to pay what I owe unless and until I can sell Parcel I (3e-33). Permits are being withheld per section 215-2 of the Bolton Town by-law, "The licensing authority may deny, revoke or suspend any license or permit, including renewals and transfers, of any party whose name appears on said list furnished to the licensing authority from the tax collector....." ".....provided, however, written notice is given to the party and the tax collector, as required by applicable provisions of law, and the party is given a hearing....." <https://ecode360.com/14850159> There has never been a hearing on this matter. March 2019, I was told to direct all questions to the Town Counsel, who has not responded to my emails and inquiries since. Had the town released the permits instead of severing all communication with me and refusing to deal with potential buyers, who have since walked away, the Town would have been paid in full already. A potential buyer stopped by the Bolton Town Hall to inquire about the property. The Conservation Agent told him they would not even discuss his plans (which would resolve the Tax and Wetland Issues) until the back taxes and court judgment were settled. Another potential buyer called the building department to find out about my land for sale but was told that the Town had no record of my address and they could or would not look it up, therefore were unable to answer any questions about it. I was hoping I might be able to preserve this land. However it will likely now have to be turned over to the developers. I am unconvinced that if the Town takes the property for the back taxes, that it won't just be turned over to developers anyway. Please direct the town to release the previously signed and approved permits for Parcel I (3e-33) and provide time to sell the property and redeem the tax titles. There is no reason that this situation cannot be resolved with a little cooperation from the town. I have been breeding and raising alpacas in Stow since 2008. In 2014 I brought some of my alpacas onto the current property on Maple Street, Stow and Teele Road, Bolton to graze and then slowly began maintaining and improving the "Land in Agricultural Use". Because activities performed for "normal maintenance or improvement of Land In Agricultural Use or when they occur within the Buffer Zone or Bordering Land Subject to Flooding that is not land in agricultural use" are exempt from the WPA (MA Wetlands Protection Act), which preempts the local bylaws, I did not think I required any permits to do so. <https://www.mass.gov/doc/310-cmr-1000-the-wetlands-protection-act/download>

In 2015, the Town of Stow brought me to District Court in Concord accusing me of damming up and diverting water ways. Something for which they provided no evidence. These charges were promptly dismissed. In 2016 the Town of Bolton told me that according to the local bylaw I had only one lot, not the five that they had been taxing for the past 25 years, since the plan creating these lots was only recorded in Middlesex County. Bolton being in Worcester County, I simply recorded in Worcester, the same plan which had been signed by both Bolton and Stow 25 years earlier, thus resolving that issue. Bolton had been taxing two of these lots as Build-able, yet over the course of 25 years had refused to issue the permits necessary to build, primarily because the variances had expired and the bylaw had been changed, it now requires all frontage to be in Bolton. The Town mislead me to believe, it would not honor the variances originally issued by the town 25 years earlier as they to had not been recorded in Worcester County. (The Town now claims that the Variances are void after 6 months if not acted upon). I brought this issue to the tax assessors and these two lots were then converted to and assessed as Unbuildable. Realizing the taxes were still going to be an issue if I wished to farm this property long term, I decided to sell Parcel I (3e-33). I applied for and was granted the variance, required because a small portion of the contiguous frontage was in Stow not Bolton. The variance was approved, issued and recorded in Worcester County, along with my Declaration of Homestead (b56786 p165). With the issuance of the variance the lot was reclassified as Buildable and the taxes were increased. I then had Parcel I (3e-33) Perc tested and was working on the NOI (Notice of Intent) and Septic Plan. However a MA DEP (Department of Environmental Protection) declared drought stopped the documentation to refute the Perennial Stream Presumption and thus halted progress. During 2017 the Stow Conservation Coordinator then took a temporary position in the same role in Bolton. She asserted that my Perc testing of Parcel I (3e-33) in Bolton was a violation of the WPA and local bylaw. Since Bolton's bylaw allowed the town to recoup court costs, expenses that Stow could not and was not willing to pay themselves, and DEP had declared a drought, both towns took the opportunity to bring a joint suit against me in Superior Court. The charges this time were violations in the Buffer Zones and Riverfront Area, a presumption I was unable to refute at the time because of the drought. Claims were then made that the property was not in agricultural use. Stow began and continues to withhold the yearly animal counts made by the town animal inspector. Bolton never counted my animals. However both towns have and continue to issue Agricultural Burn Permits. I was then as I am now unable to afford or otherwise acquire legal representation, so I attempted to defend myself. While the Towns were bringing suit against me, the Stow and Bolton Town Clerks were able to disrupt the USPS (United States Postal Service) deliveries to my farm. I assumed I had responded properly to the Superior Court, however my notification from the court was returned NSN (No Such Number). This caused me to miss the hearing and my answer to the complaint and request for a new hearing were denied for failing to comply with Rule 9A. Because of the mail delivery issues, I only found this out after I was defaulted. In 2018 I tried to comply with the Towns and the Superior Court Judgement by filing a NOI. However after Bolton approved the order of conditions for Parcel I (3e-33) the Town withheld this permit because of back taxes, thus preventing me from selling and being able to pay the back taxes and comply with the default court judgment. The conservation agents of both towns were somehow successful in blocking my state FCP (Forest Cutting Plan), preventing me from harvesting timber and thus paying what I owe and/or having the money necessary to otherwise work towards resolving these issues. The denial of my FCP was based on the Preliminary Injunction not the Final Default Judgment from the Superior Court that superseded it. My FCP & NOI which should have satisfied the court order was denied, thus preventing yet another opportunity for me to comply with the court order, and resolve the tax issues. The Worcester Superior Court declared my violation to be "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" None of this is a

violation in a Wetland Resource Area but instead only in the Buffer Zone. The Superior Court ORDERED that I "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". Default Judgement Dec 2017 Action No 1785CV00789 As this legal action was undertaken during a MA DEP declared drought I was unable to refute the presumption of Perennial Streams until 2018 when RDAs (Requests for Determination of Applicability) filed with Bolton and Stow successfully refuted the presumption of the Riverfront Area and any prohibition of "New Agriculture" there in. There are no Perennial Streams on the property and therefore no 200 foot Riverfront Area, as determined by the Conservation Commissions of Stow, Feb 6, 2018 and Bolton January 16, 2018. Wetland Delineation was accepted by the Town of Bolton for Parcel I (3e-33) in March 6, 2018 DEP File #0112-0660. The other areas that have been cut were never been in contention. The property is "In Active Agricultural Use". Forest, Field, Stream, and Pond are Actively Managed in the For Profit pursuit of Breeding Alpacas and raising Industrial Hemp, as acknowledged by both Towns with 2019 Agricultural Burn Permits and the State by my MDAR Hemp License. This property was and is Presently and Primarily in Agricultural Use as witnessed by both towns and the State to continuing to issue Agricultural Permits for this property. All of the declared violations are allowed as "Improvements of Land in Agricultural Use" and are exempt from the WPA and Local Bylaws. Since there is no Riverfront Area on the premises there are not now nor have there ever been any violations of the WPA or local Bylaws, thereby complying with the ORDER to complete any and all required work within one year of the Default Judgment. The already signed and approved Order of Conditions for Parcel I (3e-33), based on the NOI required by the Superior Court Order and thus fully compliant in all regards, should be released and the Septic Permit for Parcel I (3e-33) released upon approval, thus allowing me to sell Parcel I (3e33) and pay all back taxes, money judgments and liens on the property when sold.

In spite of all this the Town of Bolton continues to refuse mediation and was able to also get my Previously approved Industrial Hemp License Revoked for 2022.