



THE COMMONWEALTH OF MASSACHUSETTS
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July 28, 2025

Kathlene A. Sanderell, Town Clerk
Town of Deerfield
8 Conway Street
Deerfield, MA 01373

**Re: Deerfield Annual Town Meeting of April 28, 2025 -- Case # 11747
Warrant Article # 18 (General)**

Dear Ms. Sanderell:

Article 18 – Under Article 18 the Town proposed to amend the general by-laws, Chapter 20 “Finances” by adding a new section 20-4, “Tax Payment Agreements”, authorizing payment agreements for parcels in tax title. Because Article 18 is inconsistent with G.L. c. 60, § 62A, in that it grants to the Treasurer discretion to set certain key terms of the payment agreement (the agreement’s term of years and the percentage due upon execution), we disapprove the by-law. We explain this decision in more detail below.¹

I. Summary of By-Law

The Town proposed amendments to the general by-laws, Chapter 20 “Finances” by adding a new section 20-4, “Tax Payment Agreements”, that authorizes the Treasurer to enter into payment agreements with person(s) entitled to redeem parcels in tax title, as authorized by G.L. c. 60, § 62A. The new by-law does not specify all the terms applicable to such agreements because it does not provide a specific term for the agreements or a specific percentage due from the taxpayer at the time the agreement is executed. Specifically, § 20-4 (C)(a) and (b) provides:

- (a) The payment agreement shall have a term up to five (5) years;
- (b) The payment agreement must state the amount of the payment due from the taxpayer at the time of execution of the agreement, which must be at least ten (10%) of the amount needed to redeem the parcel at the inception of the agreement.

¹ We have disapproved similar by-laws in decisions issued to the Towns of: Becket issued October 24, 2023 (Case # 11147); Millville issued August 3, 2023 (Case # 10952); Sandisfield issued March 14, 2023 (Case # 10835); Natick issued April 7, 2022 (Case # 10456); Tisbury issued January 11, 2022 (Case # 10334); Duxbury issued July 2, 2018 (Case # 8805); Chatham issued August 14, 2017 (Case # 8256); and Rutland issued February 16, 2017 (Case # 8182).

II. Article 18 Conflicts with G.L. c. 60, § 62A

General Laws Chapter 60, Section 62A, allows municipalities to adopt by-laws that authorize payment agreements between the local Treasurer and persons entitled to redeem parcels in tax title. However, G.L. c. 60, § 62A, requires specific provisions in the by-law, as follows (emphasis added):

Municipalities may by bylaw...authorize payment agreements between the treasurer and persons entitled to redeem parcels in tax title. *Such agreements shall be for a maximum term of no more than 10 years or such lesser period as the...bylaw may specify and may waive the interest that has accrued on the amount of the tax title account, subject to such lower limit as the bylaw...may specify. An ordinance or bylaw under this section shall provide for such agreements and waivers uniformly for classes of tax titles defined in the ordinance or bylaw.*

Any such agreement must require a minimum payment at the inception of the agreement of 10 per cent of the amount needed to redeem the parcel. During the term of the agreement the treasurer may not bring an action to foreclose the tax title unless payments are not made in accordance with the schedule set out in the agreement or timely payments are not made on other amounts due to the municipality that are a lien on the same parcel.

A by-law adopted pursuant to G.L. c. 60, § 62A, must therefore: (1) specify the term applicable to all agreements, which cannot exceed ten years; (2) specify the percentage of payment due upon execution of the agreement; and (3) treat each class of tax title in a uniform manner to ensure that similarly situated taxpayers are treated the same.

The Department of Revenue, Division of Local Services (DOR/DLS) has published an Informational Guideline Release (“IGR”) explaining the requirements of G.L. c. 60, § 62A which can be found at: <https://www.mass.gov/doc/igr05-208/download>. The IGR states at page 2, Section I (A): “Municipalities must adopt a payment by-law or ordinance before any tax agreements may be made with taxpayers. The by-law or ordinance *must specify* the scope of the program, the details of which may vary for different categories of tax titles. The by-law or ordinance may not delegate any of those decisions to the treasurer or other board or officer.” (emphasis supplied).

The proposed new Chapter 20, § 20-4 does not meet the requirements of G.L. c. 60, § 62A, because it does not provide for a specific term applicable to all agreements and does not provide for a specific percentage of the amount needed to redeem due upon execution of the agreement. As written, the proposed by-law gives the Treasurer sole discretion to determine the length of the tax title agreement (up to 5 years) and the percentage of the total amount due to be paid at execution of the agreement (at least 10%). This allows the Treasurer to potentially grant different term and payment provisions to similarly situated taxpayers. Such complete discretion vested in the Treasurer conflicts with the requirement of G.L. c. 60, § 62A that requires Town Meeting (not the treasurer) to establish the term of the agreements and the percentage due upon execution of the agreement. For this reason, we disapprove Article 18.

We have considered whether we could disapprove just the offending text in sub-sections (a) and (b)

of the by-law (the term and percentage payment provisions). When a portion of a law or regulation is found to be invalid, “[u]nless it is evident that the Legislature would not have enacted those provisions which are within its power, independently of that which is not, the invalid part may be dropped if what is left is fully operative as a law.” Alaska Airlines, Inc. v. Brock, 480 U.S. 678, 684 (1987). Although the offending text is only one section of the by-law, it is crucial to the operation of the by-law because the term and percentage due upon execution are crucial elements of such tax title agreements. No part of the tax title agreement scheme contemplated by the by-law makes sense without a provision detailing the term of such agreements and the percentage due upon execution. Therefore, we determine that the offending text is non-severable and we must disapprove the entire by-law.

III. Conclusion

We disapprove the new Chapter 20, Section 20-4 proposed under Article 18 because it is inconsistent with G.L. c. 60, § 62A. Should the Town wish to re-adopt a similar by-law at a future Town Meeting, we are happy to work with the Town to ensure the proposed by-law text meets the statutory requirements.²

Note: Pursuant to G.L. c. 40, § 32, neither general nor zoning by-laws take effect unless the town has first satisfied the posting/publishing requirements of that statute.

Very truly yours,
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² The Town should consult with Town Counsel prior to taking any action related to property in tax title considering the Supreme Court’s decision in Tyler v. Hennepin County, 598 U.S. 631 (2023) (sections of Minnesota’s tax lien foreclosure law violate the Takings Clause of the Fifth Amendment and are unconstitutional). The Tyler decision is important because the Minnesota statutory scheme is similar to Massachusetts’ Tax Lien Foreclosure Law. See the Attorney General’s guidance entitled “Guidance About Tax Lien Foreclosures After the Supreme Court’s Decision in Tyler v Hennepin County” (<https://www.mass.gov/doc/tax-lien-foreclosure-guidance/download#:~:text=To%20comply%20with%20the%20Tyler.provided%20to%20the%20original%20homeowner>) see also Mills v. City of Springfield, No. 2379CV00545 (Hampden Superior Ct. April 18, 2024) (“the retention of owners’ surplus equity when real property is taken pursuant to G.L. c. 60 to satisfy debts to municipalities violates the takings clause of art. 10 of the Massachusetts Declaration of Rights and the 5th Amendment.”). The Town should consult with Town Counsel with any questions on this issue.