

**ANNUAL TOWN MEETING  
JUNE 22, 2020  
BACKGROUND INFORMATION**

**ARTICLE 1:** The Town Bylaws call for the Selectmen to print a report “For distribution at least seven days before the Annual Town Meeting” containing the records and reports of the Selectmen and all official boards, committees, commissions, town officers and librarians for the preceding year. This falls under Chapter II Section 3 of the Town Bylaws and the report must be presented to the Town Meeting and officially accepted by it.

**ARTICLE 2:** Chapter I, Section 33 of the Town Bylaws reads as follows: “A vote to accept a report of a committee shall, unless otherwise provided, discharge the committee: but it shall not operate as an adoption of the recommendation of such committee without an express vote duly passed to that effect”.

**ARTICLE 3:** This is the Omnibus Budget Article which allows the Town to raise sufficient funds as it deems necessary to defray all charges and expenses which it will incur during the upcoming fiscal year. This Article eliminates the need for the printing and reading of a warrant article for each departmental budget, segregates each department’s funds and provides a mechanism for Town Meeting members to be able to vote on each segregated budget. Chapter 41, Section 108 of the Massachusetts General Laws provides that the salary and compensation of all officials of a town be fixed annually by a vote of the Town Meeting. See attached A.3.

**ARTICLE 4:** This article will be setting the expenditures for the already established revolving funds outlined in the General Bylaws, Chapter 2, Section 42: Departmental Revolving Funds. See attached A.4.

**ARTICLE 5:** This article will authorize the Ludlow Public School Superintendent with the approval of the Board of Selectmen to enter into contracts for Federal government grants for programs or activities being carried out by the Ludlow Public Schools. See attached A.5.

**ARTICLE 6:** This article will change the local property tax exemption for seniors, Chapter 59, Sec. 5, Clause 41C by increasing the exemption dollar amount, lowering the age, changing the current income threshold and by changing the net worth thresholds. See attached A.6.

**ARTICLE 7:** This is a standard article that authorizes the Board of Public Works to utilize funds made available from the State through the Chapter 90 programs for various road construction and maintenance projects directed by the Board of Public Works. The State Chapter 90 appropriation received for fiscal year 2021 is \$696,635.00. No Town funding is required for this article.

**ARTICLE 8:** This article authorizes the Board of Public Works to enter into a contract with the Massachusetts Department of Transportation to accept any and all Chapter 90 funds, allocated to

the Town from the State for construction and maintenance of road projects. No Town funding is required for this article.

**ARTICLE 9:** This article pertains to transfer the sum of \$10,000 from Retained Earnings into the DPW Landfill Closure Enterprise Fund in order to establish a budget for fiscal year 2021. The enterprise fund was established for the construction and maintenance of the landfill cap and transfer station. The landfill closure is regulated by the DEP and requires routine sampling and testing of the monitoring system, repairs and or maintenance of the landfill liner and vents and general upkeep of the grounds.

**ARTICLE 10:** This article will appropriate funds as may be necessary for Town Capital Improvements during the fiscal year beginning July 1, 2019. See attached A.10.

**ARTICLE 11:** Chapter 40, Section 6 of the Massachusetts General Laws allows towns to appropriate money into a Reserve Fund for “extraordinary or unforeseen circumstances”. The amount so appropriated may not exceed five percent of the tax levy of the current fiscal year. Transfers from this fund may be authorized from time to time. This Article will appropriate funds for the Fiscal Year 2021 Reserve Fund.

**ARTICLE 12:** This article will appropriate funds as may be necessary into the COVID-19 Account which will help defray any unexpected costs as a result of the COVID-19 2020 pandemic.

Town of Ludlow  
FY21 Budget Process

**Level 1**

Town Departments submitted their budget requests to the Town Accountant in November of 2019. The Town Accountant prepared the Level 1 Departmental Budget and Tax Recap Estimate and reviewed the budget requests and revenue assumptions with the Town Administrator at that time.

**Level 2**

The Budget Subcommittee then met on multiple occasions to review and discuss the budget. The Budget Subcommittee recommended reductions to the budget requests based on revenue available to the Town, Departmental needs, Tax Rate impact and available Levy. Level 2 recommendations were made available to the Departments and the Finance Committee at that time.

**Level 3**

The Finance Committee reviewed each Departmental Budget as well as the revenue assumptions made to balance the Town budget. They met with Departments they felt they needed more information from or who had high percentage increases as well as any department who requested a meeting.

**Impact of COVID-19**

In light of the COVID-19 Pandemic, the Town is assuming the following impacts to the FY21 Budget:

14% reduction in General Local Aid

5% reduction in Motor Vehicle Excise Revenue

25% reduction in Meals/Hotel Tax Revenue

300K reduction in Medicaid Reimbursement

10% reduction in New Growth

No MGM payment in FY21

Due to these assumptions, it is anticipated that vacant positions in the Town will not be funded and new positions will be created only by mandate.

All departments were reviewed and additional reductions were made in light of the financial impacts anticipated due to COVID-19.

In Departments where COVID-19 restrictions directly impact the ability to generate revenue, both the revenue and expenditure budgets have been adjusted accordingly.

**Annual Town Meeting – June 22, 2020**

**Article 3:**

I move that the Town votes to appropriate **\$73,505,574** for Town Purposes and charges during the Fiscal Year ending June 30, 2021, and that said sum include the following salaries for elected officials:

<u>Position</u>	<u>Number</u>	<u>Annual Salary</u>
Moderator	1	\$ 549
Chairman, Board of Selectmen	1	5,032
Members, Board of Selectman	4	3,949
Town Treasurer	1	72,381
Town Collector	1	78,829
Chairman, Board of Assessors	1	5,010
Members, Board of Assessors	2	3,931
Town Clerk	1	65,487
Chairman, Board of Health	1	3,300
Members, Board of Health	2	3,300
Chairman, Board of Public Works	1	3,762
Members, Board of Public Works	4	2,972
Chairman, School Committee	1	3,000
Members, School Committee	4	2,500
Chairman, Planning Board	1	3,531
Members, Planning Board	4	2,943

I further move that the Total appropriations be allocated to the various Town Departments in accordance with numbered 1 through 41 of the attached Budget Listing entitled “Town of Ludlow FY21 Departmental Budgets”, and using the column headed “FY 2021 Recommended Budget”,

I further move, **\$631,770** to be applied from “Fiscal Year 2021 Golf Course Revenues” to fund the Westover Municipal Golf Course Budget item 39, **\$1,775,930** to be applied from “Fiscal Year 2021 Sewer Fund Revenues” to Fund the Sanitary Sewer Budget item 40, **\$295,106** to be applied from “Receipts Reserved for Appropriation” to fund the Cable Budget item 41, and the balance of \$ **70,802,768 is to be raised and appropriated.**

I further move, **\$35,000** to be transferred from “Fiscal Year 2021 Golf Course Revenues” to fund Fiscal Year 2021 Indirect Golf Course costs appropriated in the General Fund and **\$88,000** to be transferred from “Fiscal 2021 Sewer Fund Revenues” to fund Fiscal Year 2021 Indirect Sewer Fund costs appropriated in the General Fund.

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Signature

TOWN OF LUDLOW  
FY2021 TOWN BUDGET - ARTICLE 3

DRAFT - Pending BOS on June 9, 2020

Department Number	Department Name	FY2020 Approved Budget	FY2021 Recommended Budget (FINCOM)	% Change
	PERSONAL SERVICES	\$ 539	\$ 549	
1	114 MODERATOR	\$ 539	\$ 549	2%
	PERSONAL SERVICES	\$ 250,561	\$ 241,690	
	GENERAL EXPENSES	\$ 72,402	\$ 72,402	
2	122 BOARD OF SELECTMEN	\$ 322,963	\$ 314,092	-3%
	PERSONAL SERVICES	\$ 2,805	\$ 2,861	
	GENERAL EXPENSES	\$ 475	\$ 475	
3	131 FINANCE COMMITTEE	\$ 3,280	\$ 3,336	2%
	PERSONAL SERVICES	\$ 191,100	\$ 192,482	
	GENERAL EXPENSES	\$ 1,885	\$ 1,885	
4	135 TOWN ACCOUNTANT	\$ 192,985	\$ 194,367	1%
	PERSONAL SERVICES	\$ 224,741	\$ 216,205	
	GENERAL EXPENSES	\$ 70,536	\$ 67,836	
5	141 BOARD OF ASSESSORS	\$ 295,277	\$ 284,041	-4%
	PERSONAL SERVICES	\$ 209,688	\$ 210,630	
	GENERAL EXPENSES	\$ 60,760	\$ 66,916	
6	145 TREASURER	\$ 270,448	\$ 277,546	3%
	PERSONAL SERVICES	\$ 181,032	\$ 184,471	
	GENERAL EXPENSES	\$ 84,244	\$ 80,049	
7	146 TOWN COLLECTOR	\$ 265,276	\$ 264,520	0%
	GENERAL EXPENSES	\$ 116,000	\$ 176,000	
8	151 TOWN COUNSEL	\$ 116,000	\$ 176,000	52% *
	PERSONAL SERVICES	\$ 104,117	\$ 110,494	
	GENERAL EXPENSES	\$ 10,200	\$ 9,324	
9	152 HUMAN RESOURCES	\$ 114,317	\$ 119,818	5%
	PERSONAL SERVICES	\$ 163,189	\$ 165,300	
	GENERAL EXPENSES	\$ 179,500	\$ 179,500	
	CAPITAL OUTLAY	\$ 53,000	\$ 49,022	
10	155 INFORMATION TECHNOLOGY	\$ 395,689	\$ 393,822	0%
	PERSONAL SERVICES	\$ 116,518	\$ 121,960	
	GENERAL EXPENSES	\$ 8,150	\$ 6,849	
11	161 TOWN CLERK	\$ 124,668	\$ 128,809	3%
	PERSONAL SERVICES	\$ 75,866	\$ 94,898	
	GENERAL EXPENSES	\$ 23,930	\$ 23,138	
12	162 ELECTION & REGISTRATION	\$ 99,796	\$ 118,036	18% *
	PERSONAL SERVICES	\$ 32,356	\$ 32,798	
	GENERAL EXPENSES	\$ 3,180	\$ 2,819	
13	171 CONSERVATION COMMISSION	\$ 35,536	\$ 35,617	0%
	PERSONAL SERVICES	\$ 138,718	\$ 141,464	
	GENERAL EXPENSES	\$ 7,798	\$ 6,305	
14	175 PLANNING BOARD	\$ 146,516	\$ 147,769	1%

TOWN OF LUDLOW  
FY2021 TOWN BUDGET - ARTICLE 3

DRAFT - Pending BOS on June 9, 2020

Department Number	Department Name	FY2020 Approved Budget	FY2021 Recommended Budget (FINCOM)	% Change
	PERSONAL SERVICES	\$ -	\$ -	
	GENERAL EXPENSES	\$ 5,176	\$ 5,176	
15	176 BOARD OF APPEALS	\$ 5,176	\$ 5,176	0%
	PERSONAL SERVICES	\$ 136,745	\$ 129,333	
	GENERAL EXPENSES	\$ 565,500	\$ 563,452	
16	192 PUBLIC BUILDINGS	\$ 702,245	\$ 692,785	-1%
	LIABILITY INSURANCE	\$ 479,273	\$ 550,000	
17	193 LIABILITY INSURANCE	\$ 479,273	\$ 550,000	15% *
	<b>TOTAL GENERAL GOVERNMENT</b>	<b>\$ 3,569,984</b>	<b>\$ 3,706,283</b>	<b>4%</b>
	PERSONAL SERVICES	\$ 3,491,789	\$ 3,491,033	
	GENERAL EXPENSES	\$ 241,412	\$ 234,536	
	CAPITAL OUTLAY	\$ 69,179	\$ 124,296	
18	210 POLICE DEPARTMENT	\$ 3,802,380	\$ 3,849,855	1%
	PERSONAL SERVICES	\$ 401,948	\$ 431,731	
	GENERAL EXPENSES	\$ -	\$ 12,500	
	CAPITAL OUTLAY	\$ -	\$ 2,683	
19	211 POLICE - DISPATCH	\$ 401,948	\$ 446,914	11% *
	PERSONAL SERVICES	\$ 2,839,450	\$ 2,928,274	
	GENERAL EXPENSES	\$ 94,492	\$ 96,820	
	CAPITAL OUTLAY	\$ 10,000	\$ 34,200	
20	220 FIRE DEPARTMENT	\$ 2,943,942	\$ 3,059,294	4%
	PERSONAL SERVICES	\$ 781,081	\$ 804,433	
	GENERAL EXPENSES	\$ 221,170	\$ 232,603	
	CAPITAL OUTLAY	\$ 100	\$ 100	
21	231 AMBULANCE - EMT SERVICE	\$ 1,002,351	\$ 1,037,136	3%
	PERSONAL SERVICES	\$ 146,314	\$ 147,412	
	GENERAL EXPENSES	\$ 82,648	\$ 87,065	
22	241 BUILDING INSPECTOR	\$ 228,962	\$ 234,477	2%
	PERSONAL SERVICES	\$ 4,268	\$ 4,353	
	GENERAL EXPENSES	\$ 50	\$ 50	
23	244 SEALER OF WEIGHTS & MEASURES	\$ 4,318	\$ 4,403	2%
	GENERAL EXPENSES	\$ 9,000	\$ 18,000	
24	291 EMERGENCY MANAGEMENT	\$ 9,000	\$ 18,000	100% *
	PERSONAL SERVICES	\$ 20,307	\$ 20,713	
	GENERAL EXPENSES	\$ 4,250	\$ 4,495	
25	292 ANIMAL CONTROL	\$ 24,557	\$ 25,208	3%
	PERSONAL SERVICES	\$ 2,242	\$ 2,287	
	GENERAL EXPENSES	\$ 200	\$ 200	
26	299 SAFETY COMMITTEE	\$ 2,442	\$ 2,487	2%
	<b>TOTAL PUBLIC SAFETY</b>	<b>\$ 8,419,900</b>	<b>\$ 8,677,784</b>	<b>3%</b>

TOWN OF LUDLOW  
FY2021 TOWN BUDGET - ARTICLE 3

**DRAFT - Pending BOS on June 9, 2020**

Department Number	Department Name		FY2020 Approved Budget		FY2021 Recommended Budget (FINCOM)	% Change	
	PERSONAL SERVICES	\$	1,287,682	\$	1,142,075		
	GENERAL EXPENSES	\$	1,789,545	\$	2,019,060		
	CAPITAL OUTLAY	\$	-	\$	-		
27	410	DEPARTMENT OF PUBLIC WORKS	\$	3,077,227	\$	3,161,135	3%
	PERSONAL SERVICES	\$	60,000	\$	60,000		
	GENERAL EXPENSES	\$	180,000	\$	180,000		
28	423	SNOW & ICE REMOVAL	\$	240,000	\$	240,000	0%
	GENERAL EXPENSES	\$	291,000	\$	291,000		
29	424	STREETS/TRAFFIC LIGHTS	\$	291,000	\$	291,000	0%
	<b>TOTAL PUBLIC WORKS</b>		\$	<b>3,808,227</b>	\$	<b>3,692,135</b>	2%
	PERSONAL SERVICES	\$	354,076	\$	333,499		
	GENERAL EXPENSES	\$	16,875	\$	19,410		
30	510	BOARD OF HEALTH	\$	370,951	\$	352,909	-5%
	PERSONAL SERVICES	\$	353,303	\$	361,317		
	GENERAL EXPENSES	\$	60,780	\$	68,312		
	INTERGOVERNMENTAL	\$	2,851	\$	2,851		
31	541	COUNCIL ON AGING	\$	416,934	\$	432,480	4%
	PERSONAL SERVICES	\$	87,559	\$	91,709		
	GENERAL EXPENSES	\$	313,950	\$	306,329		
	OTHER CHARGES	\$	-	\$	-		
32	543	VETERANS SERVICES	\$	401,509	\$	398,038	-1%
	<b>TOTAL HUMAN SERVICES</b>		\$	<b>1,189,394</b>	\$	<b>1,183,427</b>	-1%
	PERSONAL SERVICES	\$	375,499	\$	388,260		
	GENERAL EXPENSES	\$	133,065	\$	133,061		
33	610	HUBBARD MEMORIAL LIBRARY	\$	508,564	\$	521,321	3%
	PERSONAL SERVICES	\$	334,313	\$	269,552		
	GENERAL EXPENSES	\$	54,567	\$	54,567		
34	630	RECREATION COMMISSION	\$	388,880	\$	324,119	-17% *
	GENERAL EXPENSES	\$	1,420	\$	1,420		
35	691	HISTORICAL COMMISSION	\$	1,420	\$	1,420	0%
	<b>TOTAL CULTURE AND RECREATION</b>		\$	<b>898,864</b>	\$	<b>846,860</b>	-6%
	DEBT PRINCIPAL	\$	2,526,072	\$	2,500,559		
	DEBT INTEREST	\$	457,629	\$	1,329,411		
	TEMPORARY INTEREST	\$	78,572	\$	142,313		
36	701	TOTAL DEBT AND INTEREST	\$	3,062,273	\$	3,972,283	30% *
	EMPLOYEE BENEFITS	\$	15,414,257	\$	15,651,242		
37	910	EMPLOYEE BENEFITS	\$	15,414,257	\$	15,651,242	2%



TOWN OF LUDLOW  
FY2021 TOWN BUDGET - ARTICLE 3

DRAFT - Pending BOS on June 9, 2020

Department Number	Department Name	FY2020 Approved Budget	FY2021 Recommended Budget (FINCOM)	% Change
	SCHOOL DEPARTMENT	\$ 32,129,259	\$ 33,072,751	
38	300 SCHOOL DEPARTMENT	\$ 32,129,259	\$ 33,072,751	3%
	<b>TOTAL GENERAL FUND</b>	<b>\$ 68,292,158</b>	<b>\$ 70,802,765</b>	<b>4%</b>
	PERSONAL SERVICES	\$ 356,297	\$ 341,795	
	GENERAL EXPENSES	\$ 325,500	\$ 289,975	
	CAPITAL OUTLAY	\$ -	\$ -	
39	GOLF ENTERPRISE	\$ 681,797	\$ 631,770	-7% *
	PERSONAL SERVICES	\$ 154,993	\$ 157,222	
	GENERAL EXPENSES	\$ 333,377	\$ 369,022	
	CAPITAL OUTLAY	\$ 1,162,402	\$ 1,249,686	
40	SEWER ENTERPRISE	\$ 1,650,772	\$ 1,775,930	8% *
	<b>TOTAL ENTERPRISE FUND</b>	<b>\$ 2,332,669</b>	<b>\$ 2,407,700</b>	<b>3%</b>
	PERSONAL SERVICES	\$ 178,102	\$ 196,509	
	GENERAL EXPENSES	\$ 48,600	\$ 48,600	
	CAPITAL OUTLAY	\$ 150,000	\$ 50,000	
41	CABLE - RECEIPTS RESERVED FOR APPROPRIATI	\$ 376,702	\$ 295,109	-22% *
	<b>TOTAL RECEIPTS RESERVED FOR APPROPRIATION</b>	<b>\$ 376,702</b>	<b>\$ 295,109</b>	<b>-22%</b>
	<b>TOTAL TOWN BUDGET</b>	<b>\$ 71,001,429</b>	<b>\$ 73,505,574</b>	<b>4%</b>

**\* Budget Variance Explanations**

8 151 - Town Counsel:	Town Counsel has not had an increase since 2004. The annual contract with the new rates were discussed and approved by the BOS on March 17th.
12 162 - Election & Registration:	The increase in Personal Services is due to 3 elections scheduled in FY21.
17 193 - Liability Insurance:	The increase of 69K is due to the Town's excluded debt projects as well as a review of values for Town and School buildings.
19 211 - Police Dispatch:	This was a new department in FY20 with only Personal Services budgets. General Expense and Capital Expense budgets of 15K have been added for FY21.
24 291 - Emergency Management:	This is the cost of the Townwide Communications Emergency Management System.
34 630 - Recreation Commission:	Reductions resulting from COVID restrictions relating to Before/After School and Summer Camp programs as well as a decrease in Overtime.
36 701 - Debt and Interest:	The increase in interest payments of 935K due to excluded debt borrowing on Harris Brook School and Sr Center and temp interest for Radio Communications borrowing.
39 Golf Enterprise:	The reduction is due to anticipated maintenance savings in light of cart replacements as well as decreased anticipated revenue resulting from COVID-19 restrictions.
40 Sewer Enterprise:	PY benefits paid by the Town of 40K were not budgeted in the Enterprise Fund in PY as they were part of Indirect Costs of 97.5K compared with FY21 Indirect Costs of 35K.
41 Cable:	PY included 100K in Capital Outlay for a recording and production system for the HS Auditorium.

The Town or any of its officers, departments, boards, committees or other licensing authorities is hereby authorized to deny any application for, including renewals and transfers thereof, for any person who is determined unfit for the license, as determined by the licensing authority, due to information obtained pursuant to this bylaw.

C. Fees: The fee charged by the Police Department for the purpose of conducting fingerprint-based criminal record background checks shall be one hundred dollars (\$100). The Town Treasurer shall periodically consult with Town Counsel and the Department of Revenue, Division of Local Services, regarding the proper municipal accounting of those fees.

A portion of the fee, as specified in Massachusetts General Laws Chapter 6, Section 172B1/2, shall be deposited into the Firearms Fingerprint Identity Verification Trust Fund, and the remainder of the fee may be retained by the Town to be expended by the Police Department to help offset costs associated with the administration of the fingerprinting system.

D. Effective Date: This bylaw shall take effect upon approval by the Attorney General, so long as the requirements of Massachusetts General Law, Chapter 40, Section 32 are satisfied. **(added 10/7/2013)**

## **SECTION 42: Departmental Revolving Funds (added 5/8/17 ATM, Art 13)**

**1. Purpose.** This by-law/ordinance establishes and authorizes revolving funds for use by town departments, boards, committees, agencies or officers in connection with the operation of programs or activities that generate fees, charges or other receipts to support all or some of the expenses of those programs or activities. These revolving funds are established under and governed by General Laws Chapter 44, §53E ½.

**2. Expenditure Limitations.** A department or agency head, board, committee or officer may incur liabilities against and spend monies from a revolving fund established and authorized by this by-law without appropriation subject to the following limitations:

A. Fringe benefits of full-time employees whose salaries or wages are paid from the fund shall also be paid from the fund, (except for those employed as school bus drivers).

B. No liability shall be incurred in excess of the available balance of the fund.

C. The total amount spent during a fiscal year shall not exceed the amount authorized by town meeting on or before July 1 of that fiscal year, or any increased amount of that authorization that is later approved during that fiscal year by the selectboard and finance committee.

**3. Interest.** Interest earned on monies credited to a revolving fund established by this by-law shall be credited to the general fund.

**4. Procedures and Reports.** Except as provided in General Laws Chapter 44, §53E ½ and this by-law, the laws, charter provisions, by-laws, rules, regulations, policies or procedures that govern the receipt and custody of town monies and the expenditure and payment of town funds shall apply to the use of a revolving fund established and authorized by this by-law. The town accountant shall include a statement on the collections credited to each fund, the encumbrances and expenditures charged to the fund and the balance available for expenditure in the regular report the town accountant provides the department, board, committee, agency or officer on appropriations made for its use.

## **5. Authorized Revolving Funds.**

### **Table Establishing Funds**

The Table establishes:

- A. Each revolving fund authorized for use by a town department, board, committee, agency or office,
- B. The department or agency head, board, committee or officer authorized to spend from each fund,
- C. The fees, charges, and other monies charged and received by the department, board, committee, agency or officer in connection with the program or activity for which the fund is established that shall be credited to each fund by the town accountant,
- D. The expenses of the program or activity for which each fund may be used,
- E. Any restrictions or conditions on expenditures from each fund,
- F. Any reporting or other requirements that apply to each fund, and
- G.** The fiscal years each fund shall operate under this by-law.

**Table: Revolving Funds**

A Revolving Fund	B Department, Board, Committee, Agency Or Officer Authorized to Spend from Fund	C Fees, Charges or Other Receipts Credited to Fund	D Program or Activity Expenses Payable from Fund	E Restrictions or Conditions On Expenses, Payable from Fund	F Other Requirements/ Reports	G Fiscal Years
CPR Training	Board of Health	Fees charged for CPR, Hands-only CPR and First Aid Training	Purchase of certification cards, manuals and supplies that will be needed for each participant.		The balance in the revolving account shall not exceed the approved expenditure limit set at the Annual Town Meeting or subsequently approved by the Board of Selectmen in accordance with M.G. Laws  Transfer end of year balance to subsequent fiscal year.	Fiscal Year 2018 and subsequent years
On-site Sewage System	Board of Health	Fees collected for percolation tests, reviewing of septic plans and final inspection of septic systems	Pay the salary of the sewage system Inspectors and to pay other expenses of the inspection program.	Payment to the On-site Sewage Disposal System Inspectors who witnesses percolation tests, reviews septic system plans and performs final inspections of septic systems	The balance in the revolving account shall not exceed the approved expenditure limit set at the Annual Town Meeting or subsequently approved by the Board of Selectmen in accordance with M.G. Laws  Transfer end of year balance to subsequent fiscal year.	Fiscal Year 2018 and subsequent years
Vaccine	Board of Health	Fees collected for vaccines provided to residents	Payment to vaccine providers to purchase vaccines to replenish supply		The balance in the revolving account shall not exceed the approved expenditure limit set at the Annual Town Meeting or subsequently approved by the Board of Selectmen in accordance with M.G. Laws  Transfer end of year balance to subsequent fiscal year.	Fiscal Year 2018 and subsequent years

Consultants	Conservation Commission	Consultant fees collected by Con Com per Chapter XV, § 6, of the Town of Ludlow Bylaws	Commission may require an applicant to pay for the cost of enlisting the services of an independent consultant in an amount estimated to be sufficient to cover the fee for any given project	Only to pay independent consultants for services related to the specific project for which they were collected	The balance in the revolving account shall not exceed the approved expenditure limit set at the Annual Town Meeting or subsequently approved by the Board of Selectmen in accordance with M.G. Laws  Transfer end of year balance to subsequent fiscal year.	Fiscal Year 2018 and subsequent years.
Wetlands	Conservation Commission	Fees collected per Chapter XV, § 6 of the Town of Ludlow Bylaws	For expenses, attributable to the administration and enforcement of the Wetlands Protection Act, Ludlow conservation Commission Bylaws and maintenance and improvements of Ludlow's natural resource areas.	MA Dept of Revenue require that Wetland fees imposed through a Town Bylaw must be kept separate from wetland fees imposed by the State Regulation	The balance in the revolving account shall not exceed the approved expenditure limit set at the Annual Town Meeting or subsequently approved by the Board of Selectmen in accordance with M. G. Laws  Transfer end of year balance to subsequent fiscal year.	Fiscal Year 2018 and subsequent years.
Purple Bags	Board of Public Works	Receive revenues From the sale of "Purple" Bags under the Sustainable Materials Recovery Program	Purchase purple bags, recycling bins and recycling decals.		The balance in the revolving account shall not exceed the approved expenditure limit set at the Annual Town Meeting or subsequently approved by the Board of Selectmen in accordance with M.G. Laws  Transfer end of year balance to subsequent fiscal year.	Fiscal Year 2018 and subsequent years.
Dog Park	Conservation Commission	Receive Additional \$5.00 for dog licensure that was increased pursuant to A.5, STM, May 9, 2016	Care and maintenance of dog park		The balance in the revolving account shall not exceed the approved expenditure limit set at the Annual Town Meeting or subsequently approved by the Board of Selectmen in accordance with M.G. Laws  Transfer end of year balance to subsequent fiscal year.	Fiscal Year 2018 and subsequent years.

(Dog Park added 10/2/17 STM, Art 5) (Section F language added 5/14/18 ATM, Art 6)

Sample. MOU.

**Memorandum of Understanding – Every Student Succeeds Act  
Transportation Claiming Under Title IV-E of the Social Security Act**

*This Memorandum of Understanding (MOU) has been created and entered into on \_\_\_\_\_, 2019 by and between the following parties in relation to the administration of school of origin transportation costs under the Every Student Succeeds Act (ESSA) to maximize Federal Financial Participation from the Federal Government through Title IV-E of the Social Security Act (Title IV-E):*

**Executive Office of Health and Human Services (EOHHS);**

**Department of Elementary and Secondary Education (DESE);**

**Department of Children and Families (DCF); and**

**(Enter name)**

**Commonwealth City/Town/Regional School District or Local Education Agency**

The Commonwealth of Massachusetts, Executive Office of Health and Human Services, Department of Elementary and Secondary Education, Department of Children and Families and \_\_\_\_\_ the City or Town or Regional School District of [ ] by and through [ ] (legal name and address of the Local Education Agency, hereinafter, the LEA), hereby agree to the following terms and conditions as they relate to reporting costs and receiving Title IV-E allowable federal reimbursement for said costs as they relate to transporting children eligible under Title IV-E foster care to and from their foster placement and their School of Origin, effective for dates of service on or after April 1, 2019.

**RECITALS**

WHEREAS, DCF is the single state agency designated to submit claims to the Administration of Children and Families (ACF) for the purposes of obtaining Title IV-E cost reimbursement; and

WHEREAS, the LEA desires to participate in the Title IV-E Claiming of Transportation Expenditures for Children in Foster Care (hereinafter, the “Program”) under the terms and conditions set forth in this Memorandum of Understanding (MOU);

WHEREAS, the scope of services and providers payable under the Program is defined by this MOU; and

NOW, THEREFORE, in consideration of the mutual obligations contained in this MOU, the parties agree as follows:

## Section 1. DEFINITIONS

The following terms that appear capitalized throughout this MOU shall have the following meanings, unless the context clearly indicates otherwise.

Administration of Children and Families (ACF) – The agency responsible for the oversight and administration of services pertaining to children, youth, and families nationwide, as established under the authority of Section 6 of the Reorganization Plan No. 1 of 1953.

Certification of Qualified Expenditures or Certification of Qualifying Expenditures – For purposes of this agreement, an expenditure for Transportation that is certified, or attested to, by a contributing public agency or designated authority at a public agency that is eligible for reimbursement under Title IV-E of the Social Security Act.

Department of Children and Families (DCF) – The constituent agency within EOHHS providing services to children 0 through 22 years old who are at risk or have been victims of abuse or neglect, as well as their families, established under M.G.L. c. 18B, § 1.

Department of Elementary and Secondary Education (DESE) – The constituent agency within the Executive Office of Education responsible for the provision of a public education system of a sufficient quality to extend to all children, established under M.G.L. c. 69, § 1.

Every Student Succeeds Act (ESSA) – Federal Law passed in December 2015 governing United States K-12 public education policy (Public Law 114-95).

Executive Office of Health and Human Services (EOHHS) – The executive secretariat of the Commonwealth of Massachusetts established under M.G.L. c. 6A, § 2 that oversees DCF.

Individualized Education Program (IEP) – A written statement, developed and approved in accordance with federal special education law in a form established by the Department of Elementary and Secondary Education, that identifies a student's special education needs and describes the services a school district shall provide to meet those needs.

Local Education Agency (LEA) – See definition for Local Government Entity.

Local Government Entity – Pursuant to MGL c. 44, § 70 and for purposes of this MOU, a city or town, that by vote of its town meeting, town council or city council with the approval of the selectmen, town manager or mayor, authorizes the LEA to enter into this MOU and that is responsible, or assumes responsibility, either directly or indirectly through an agency or other political subdivision, for the non-federal share of the Program expenditures. Local Governmental Entity is also referred to as Local Educational Authority (LEA) in this MOU.

Metropolitan Council for Educational Opportunity (METCO) – a state-funded grant program run by DESE intended to expand educational opportunities, increase diversity, and reduce racial isolation by permitting students in Boston and Springfield to attend public schools in other communities that have agreed to participate, pursuant to M.G.L. c. 76, § 12A.

Reporting Tool – The mechanism, designed and agreed upon by EOHHS, DESE, and DCF, by which the LEA will report on costs associated with the Program and attest to the accuracy of said costs.

School of Origin – The school in which a child is enrolled at the time of placement in foster care. Pursuant to Elementary and Secondary Education Act, § 1111 (g)(1)(E)(i)), DESE and the LEAs must ensure that a child in foster care enrolls or remains in his or her school of origin unless a determination is made that it is not in the child’s best interest.

State Fiscal Year – The 12-month period commencing July 1 and ending June 30 and designated by the calendar year in which the fiscal year ends (e.g., State Fiscal Year 2019 starts on July 1, 2018 and ends June 30, 2019).

Title IV-E – an amendment to the Social Security Act that allows states to claim federal reimbursement for the costs of administering foster, adoptive, and guardianship services based on specific eligibility criteria.

Title IV-E Allowable Transportation Claiming Activities – The process through which an LEA requests payment based on Title IV-E-allowable actual incurred costs related to Administrative Activities. Administrative Activities Claiming is further described in Section 2.3 of this MOU.

Title IV-E Claiming of Transportation Expenditures for Children in Foster Care Program – The program through which Local Government Entities participate in administrative activities claiming of Title IV-E allowable expenditures of transportation for children in foster care.

Title IV-E Eligibility – children in foster care that meet the federal eligibility requirements outlined in the Social Security Act for foster care maintenance payments claimed on their behalf.

Title IV-E Federal Financial Participation (Title IV-E FFP) – The amount of the federal share that may be available based on the Certification of Qualifying Expenditures of an LEA for administrative activities related to the provision of transportation services to IV-E eligible foster care children to their School of Origin provided pursuant to this MOU.

Section 2. TERMS AND CONDITIONS

1. Subject to (a) the City/Town/Regional School District, hereinafter, Local Education Agency’s (LEA) voluntary compliance, as determined by EOHHS, with all submission and other requirements established by EOHHS, DESE, and DCF, hereto referred to as “the Commonwealth”; (b) all other state approvals; (c) federal approval of all necessary payment and funding methods and payment limits; and (d) the availability of Title IV-E



FFP, the Commonwealth will pay the LEA an amount equal to the final Title IV-E FFP amount received by the Commonwealth for the allowable Certification of Qualifying Expenditures of the LEA for that state fiscal year, less any contingency fees and other administrative costs.

2. The LEA shall submit to the DESE no later than October 1 of each year, a cost report and Certification of Qualifying Expenditures on a form designated by the Commonwealth and completed in accordance with the Commonwealth's instructions and signed by an officer who is an authorized signatory of the unit of government providing the non-federal share of Title IV-E allowable transportation expenditures associated with transporting children to/from his/her School of Origin.
3. Said certification shall provide that the LEA's reported expenditures are allowable costs for children in foster care who are covered under ESSA and exclude the following costs:
  - a. Any Individualized Education Program (IEP) transportation costs incurred for a child who is enrolled in MassHealth where transportation services are required under the IEP;
  - b. Any costs for children and youth considered homeless as defined by the McKinney-Vento Homeless Assistance Act's, 42 USC 11434(a)(2);
  - c. Participate in METCO as set forth in M.G.L. c. 76, § 12A; or
  - d. Any other federally funded form of transportation services.
4. The LEA shall comply with all Title IV-E transportation administrative and billing requirements set forth in this MOU or incorporated by reference and applicable laws, regulations or subregulatory guidance regarding these requirements.
5. The LEA must repay to the Commonwealth any amounts resulting from any overpayment, erroneous reporting, administrative fine, or otherwise, in accordance with this MOU, DESE's rules and regulations, and all other applicable state and federal laws.
6. In the event that a review by the Commonwealth, ACF, or any other state and federal oversight entity reveals that the LEA's claim resulted in a duplicate payment under one or more state or federal programs or that LEA did not follow the requirements in accordance with the terms specified herein or applicable state or federal laws for any fiscal year the Commonwealth retains the right to recover payments from the LEA for that fiscal year(s).
7. At any point during the MOU, if the Commonwealth, in its sole judgment, identifies any deficiency in the LEA's performance under the MOU, the Commonwealth may require the LEA to develop a corrective action plan to correct such deficiency. The corrective action plan must, at a minimum:
  - a. identify each deficiency and its corresponding cause;
  - b. describe corrective measures to be taken to address each deficiency and its cause;
  - c. provide a time frame for completion of each corrective measure;

- d. describe the target outcome or goal of each corrective measure (i.e., how the action taken will be deemed successful);
- e. describe the documentation to be submitted to the Commonwealth as evidence of success with respect to each corrective measure; and
- f. identify the person responsible for each corrective measure, and any other information specified by the Commonwealth.

The LEA shall submit any such corrective action plan to the Commonwealth and shall implement such corrective action plan only as approved or modified by the Commonwealth. Under such corrective action plan, the Commonwealth may require the LEA to (1) alter the manner or method in which the LEA performs any MOU responsibilities, and (2) implement any other action that the Commonwealth may deem appropriate.

The LEA's failure to implement any corrective action plan may, in the sole discretion of the Commonwealth, be considered breach of the MOU, subject to any and all agreement remedies including, but not limited to, termination of the MOU.

8. Any costs incurred by the Commonwealth to administer the LEA's participation in the ESSA transportation claiming program, including contingency fees payable to the Commonwealth contractors, if necessary, will be offset against amounts of federal revenue payable to the LEA under an ongoing MOU or withheld in a special payment arrangement in the case of MOU termination.
9. The LEA shall immediately disclose to the Commonwealth any non-compliance by the LEA with any provision of this MOU, or any state or federal law or regulation governing this MOU.
10. In the event that the Commonwealth receives written notification of a deferral or disallowance of Title IV-E FFP claimed on behalf of the LEA's services through the Certification of Qualifying Expenditures, receives written notification of an audit finding requiring the return of any such Title IV-E FFP, or otherwise reasonably determines that any such Title IV-E FFP will be deferred or disallowed if claimed, the Commonwealth shall so notify the LEA. At any time after the Commonwealth's receipt of such notice or other information, it may require the LEA to remit to the Commonwealth the amount of payment(s) under review, pending final disposition of such review. The Commonwealth shall specify such amount in a written remittance notice to the LEA and, within 30 days of the date of such remittance notice, the LEA shall repay to the Commonwealth an amount equal to the amount specified. In the absence of such a remittance notice, the LEA may, on its own initiative remit such amount to the Commonwealth. In the event the LEA for any reason retains payment amounts subject to deferral, disallowance, or audit findings as described herein, the LEA shall be liable for such amounts plus any interest assessed by the federal government on the Commonwealth. The Commonwealth shall provide to the LEA written notification of the amount of any federal interest assessed on

payment amounts retained by the LEA. In the event that the final disposition of the deferral, disallowance, or audit described herein requires the Commonwealth to return an amount previously paid by the LEA to the Commonwealth under these provisions, no such payment due to the LEA shall constitute a late payment or otherwise obligate the Commonwealth to pay to the LEA any interest on such payment. Any remittance pursuant to the provisions of the paragraph shall be in accordance with all applicable state law.

11. The LEA must maintain records that are accurate and sufficiently detailed to substantiate the legal, financial, and statistical information reported on the Certification of Qualifying Expenditure form. These records must demonstrate the necessity, reasonableness, and relationship of the costs (e.g., personnel, supplies, and services) to the provision of services and must be furnished upon request to the Commonwealth or its designees, or to any other federal and state officials and agencies authorized by law to inspect such information or their designees, including the United States Secretary of Health and Human Services, the Comptroller General of the United States, the Administration for Children and Families, the Governor of Massachusetts, the Massachusetts Secretary of Administration and Finance, the Massachusetts State Auditor, the Massachusetts Department of Elementary and Secondary Education, and the Massachusetts Department of Children and Families. These records include, but are not limited to, all relevant transportation payments, service dates related to transportation payments, and child count. The LEA must maintain documentation supporting the transportation costs: (1) associated with transporting children eligible under Title IV-E in foster care, including their names and dates of services provided; and (2) that the costs are associated with transporting these children to/from their School of Origin; and (3) that the costs are not excluded pursuant to Section 2.3 of this MOU. The LEA is required to maintain cost report work papers for a minimum period of seven years beyond the last quarter that a child's transportation costs are included on a claim or until the completion of any audit, whichever is longer, following the end of each cost reporting period.
12. The LEA and any of their business associates/subcontractors shall comply with the terms, conditions, and obligations relating to data privacy, security, and management of personal and other confidential information applicable to the LEA under this MOU, as well as any other laws, regulations and other legal obligations regarding the privacy and security of such information to which the LEA is subject.
13. The Terms and Conditions set forth in this MOU may be terminated by any party upon written notice to the other at the address set forth below. Notice shall be sent to:

Executive Office of Health and Human Services  
Office of Federal Finance and Revenue  
600 Washington Street, 7<sup>th</sup> Floor  
Boston, MA 02111  
Attn: Michael Berolini, Director

\_\_\_\_\_  
Local Education Agency Name

\_\_\_\_\_  
Local Education Agency Address

\_\_\_\_\_  
Local Education Agency Address

Attn: \_\_\_\_\_  
Local Education Agency Contact

14. The Terms and Conditions may be amended at any time in writing, signed by all parties.
15. The Terms and Conditions shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.
16. No provision of the Terms and Conditions is or shall be construed as being for the benefit of, or enforceable by, any third party.
17. Rights and obligations, which by their nature should survive or which these Terms and Conditions expressly states will survive, will remain in full force and effect following termination or expiration of this MOU. Notwithstanding the generality of the foregoing, the rights and duties under paragraph 12 survive the termination or expiration of this MOU.

Signed by the respective duly authorized representatives of the parties hereto.

**COMMONWEALTH OF MASSACHUSETTS, EXECUTIVE  
OFFICE OF HEALTH AND HUMAN SERVICES**

By: \_\_\_\_\_  
EOHHS Authorized Signatory

Name: \_\_\_\_\_ (Print)

Date: \_\_\_\_\_

By: \_\_\_\_\_  
DESE Authorized Signatory

Name: \_\_\_\_\_ (Print)

Date: \_\_\_\_\_

By: \_\_\_\_\_  
DCF Authorized Signatory

Name: \_\_\_\_\_ (Print)

Date: \_\_\_\_\_

\_\_\_\_\_  
(Name)

**Local Education Agency Authorized Signatory**

By: \_\_\_\_\_  
Local Education Agency Authorized Signatory

Date: \_\_\_\_\_

Name: \_\_\_\_\_ (Print)

Position: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_



# TAXPAYER'S GUIDE TO LOCAL PROPERTY TAX EXEMPTIONS

## SENIORS

### Clauses 41, 41B, 41C, 41C½

The Department of Revenue (DOR) has created this fact sheet to provide general information about local property tax exemptions for seniors. **It is not designed to address all questions or issues and does not change any provision of the Massachusetts General Laws. To find out about the specific eligibility and application requirements in your city or town, you must contact your local board of assessors.** The DOR cannot determine your eligibility or give you legal advice. Property taxes are assessed and collected by cities and towns, not by the DOR. Under state law, only your board of assessors, as the local tax administrator, can decide whether you qualify for an exemption. If you disagree with its decision, you may appeal to the state Appellate Tax Board (or county commissioners if your county's government has not been abolished).

### INTRODUCTION

Cities and towns may give property tax exemptions to some individuals as defined by state law. An exemption discharges a taxpayer from the legal obligation to pay all or a part of the tax assessed for the fiscal year. Exemptions are found in various clauses of Massachusetts General Laws Chapter 59, Section 5 (M.G.L. c. 59, § 5).

Clauses 41, 41B, 41C or 41C½ provide exemptions to seniors who meet specific ownership, residency, income and asset requirements. Seniors 70 or older may, alternatively, qualify for exemption under Clauses 17, 17C, 17C½ or 17D, which provide a reduced benefit, but have less strict eligibility requirements. Clause 41 is the basic exemption for seniors. Over the years, as income and asset values rose, the Legislature enacted alternative exemptions (Clauses 41B, 41C and 41C½), and options within those exemptions, that cities and towns may adopt.

Clause 41 applies unless the legislative body of your city or town has voted, subject to local charter, to accept another clause. The most recently accepted clause establishes eligibility rules in your city or town.

<b>EXEMPTION AMOUNT</b>	Clauses 41, 41B, 41C	\$500
	Clause 41C½	5% of the average assessed valuation of residential property in your city or town.
	The Clause 41C exemption may be increased up to \$1,000, by vote of the legislative body of your city or town.	
	The Clause 41C½ exemption may be increased up to 20% of the average assessed valuation of residential property in your city or town, by vote of the legislative body of your city or town.	

**For more information, please contact your local assessors.**

<p><b>APPLICATIONS</b></p>	<p>You must file an application for each fiscal year with the assessors in the city or town where your property is located. The application is due on April 1, or three months after the actual tax bills are mailed, whichever is later. <b>Filing on time is required. By law, the assessors may not waive this filing deadline, nor act on a late application, for any reason.</b> Filing an application does not entitle you to delay your tax payment.</p>
<p><b>DOCUMENTATION</b></p>	<p>You must provide the assessors with whatever information is reasonably required to establish your eligibility. This information may include, but is not limited to:</p> <ol style="list-style-type: none"> <li>1. Birth certificates.</li> <li>2. Evidence of ownership, domicile and occupancy.</li> <li>3. Income tax returns, bank and other asset account statements.</li> </ol>
<p><b>NUMBER OF EXEMPTIONS</b></p>	<p>With limited exceptions, you may only receive one exemption under M.G.L. c. 59, § 5 for each fiscal year. If you qualify for more than one, you will receive the one that provides the greatest benefit. You may receive an exemption and if qualified, defer all or a part of the balance of the reduced tax.</p>
<p><b>ELIGIBILITY REQUIREMENTS</b></p>	<p>You must satisfy tests relating to age, domicile, ownership, occupancy, annual income and assets. <b>You must meet <u>all</u> eligibility requirements as of July 1 of the tax year.</b> (<i>The fiscal year of cities and towns begins July 1 and ends the following June 30.</i>) <b>If you do not meet all requirements as of July 1, you <u>cannot</u> receive all or any portion of the exemption for that tax year.</b></p> <p>If you own the property with someone who is not your spouse, for example, your children, siblings or other relatives, then each of the other co-owners must also satisfy the annual income and asset tests.</p>
<p><b>AGE</b></p>	<p>You must be 70 or older.</p> <p>For Clauses 41C and 41C½, the eligible age may be reduced to 65 or older, by vote of the legislative body of your city or town.</p>

<p><b>OWNERSHIP AND DOMICILE</b></p>	<p>You must own and occupy the property as your domicile. Your domicile is where your principal and legal home is located, your family, social, civic and economic life is centered and you plan to return whenever you are away. You may have more than one residence, but only one domicile.</p> <p>For Clauses 41B, 41C and 41C½, you must also have had a domicile in Massachusetts for 10 consecutive years before the tax year begins, and have owned and occupied the property, or any other property in Massachusetts, for any 5 years. The 10 year continuous domicile requirement for Clause 41C½ may be reduced to 5 years, by vote of the legislative body of your city or town.</p> <ol style="list-style-type: none"> <li>1. Under Clauses 41, 41B and 41C, your ownership interest must be worth at least \$4,000. You may own this interest solely, as a joint owner or as a tenant in common. If you own the property with someone who is not your spouse, your exemption will be equal to the same percentage of the exemption as your ownership interest in the property, for example, 50% if you are a joint owner with one other person.</li> <li>2. If you hold a life estate in the domicile, you are the owner.</li> <li>3. If your domicile is held in a trust, you are the owner only if:             <ol style="list-style-type: none"> <li>a. You are a trustee or co-trustee of that trust, <b>and</b></li> <li>b. You have a sufficient beneficial interest in the domicile.</li> </ol> </li> </ol>
<p><b>INCOME LIMITS</b></p>	<p>Your income (gross receipts) for the previous calendar year cannot exceed a specified limit. Each clause has a different limit.</p> <p><b>Gross receipts means income from <u>all</u> sources and is broader than taxable income for federal or state income tax purposes.</b> Ordinary business expenses and losses are deducted but not personal or family expenses. If you received income from social security or certain public pensions systems in the prior calendar year, the assessors will deduct a "minimum social security" allowance, which is set by the DOR each year.</p> <p>If you are single, your allowable gross receipts can range from \$6,000 (Clause 41) to the limit for the "circuit breaker" state income tax credit for single non-head of household filers (Clause 41C½). If you are married, the limit is based on the combined gross receipts of you and your spouse and ranges from \$7,000 (Clause 41) to the limit for the "circuit breaker" state income tax credit for single non-head of household filers (Clause 41C½).</p> <p>For Clauses 41, 41B and 41C, the gross receipts limit may increase annually by the percentage increase in the Consumer Price Index (CPI) determined by the DOR each year. For Clause 41C½, the gross receipts limit may be applied to the combined income of you and your spouse or other household members. These adjustments apply only if the legislative body of your city or town has voted, subject to local charter, to accept the local option.</p>



<p><b>ASSET LIMITS</b></p>	<p>Your assets (whole estate) on July 1 cannot exceed a specified limit. Each clause has a different limit.</p> <p><b>Whole estate means <u>all</u> assets to which you have legal title and access as sole, joint owner or trustee that contribute to your total worth.</b> The value of the applicant's cemetery plots, registered motor vehicles, wearing apparel and household furniture and effects located in the domicile is not included in the calculation of the applicant's whole estate. In addition, the value of the domicile is generally not included, but depending on the clause, portions generating income or over a certain number of units may be included.</p> <p>If you are single, your allowable whole estate can range from \$17,000 (Clause 41) to \$40,000 (Clause 41C). If you are married, the limit is based on the combined whole estates of you and your spouse and ranges from \$20,000 (Clause 41) to \$55,000 (Clause 41C). There is no asset limit under Clause 41C½.</p> <p>For Clauses 41, 41B and 41C, the whole estate limit may increase annually by the percentage increase in the CPI determined by the DOR each year. This increase applies only if the legislative body of your city or town has voted, subject to local charter, to accept this local option.</p>
<p><b>EXEMPTION CREDIT</b></p>	<p>If the assessors decide you are eligible and grant an exemption, the amount granted is credited toward and reduces the tax outstanding on your domicile for the fiscal year. <b>You will not receive a refund unless you have already paid the entire year's tax, as reduced by the exemption, at the time the exemption is granted.</b></p>
<p><b>SALE OF DOMICILE</b></p>	<p>If you are selling your domicile, you should make your attorney aware that you receive a property tax exemption that reduces the tax owed for the fiscal year. The sale is a private financial transaction and as a party, <b>you are responsible for seeing that the exemption is properly credited at the closing, through escrow or other arrangements, when the parties make adjustments for local property taxes or charges.</b> Your city or town is not responsible for seeing that you and the buyer allocate the property taxes so you get the benefit of the exemption.</p>

<b>APPEALS</b>	
<b>Appellate Tax Board</b>	<p>The Appellate Tax Board (ATB) is an independent, quasi-judicial state board that hears taxpayer appeals from local assessors' decisions on property tax abatements and exemptions. If county government has not been abolished, appeals may be made to the county commissioners instead, but assessors may and usually do transfer those appeals to the ATB. ATB decisions may be appealed to the Appeals Court and, ultimately, to the Supreme Judicial Court.</p> <p>You can obtain the ATB's <u>guide</u> to the property tax appeal process from its website (<a href="http://www.mass.gov/atb">www.mass.gov/atb</a>) or by calling 617-727-3100.</p>
<b>Appeal of Action of Assessors</b>	<p>You have three months from the date of the assessors' decision on your exemption application to appeal to the ATB. <b>This includes decisions to deny any exemption or to grant an exemption that provides a lesser benefit.</b> If the application was deemed denied, your appeal must be filed within three months of the deemed denied date. As a general rule, if the real estate tax on your domicile is over \$5,000, you must also have paid all preliminary and actual tax installments on time for the ATB to hear your appeal.</p> <p>The assessors may grant the exemption or higher exemption in final settlement of your application during the three month period for filing an appeal. In that case, you do not have to have filed an appeal with the ATB. However, if a settlement is not reached and an exemption not granted during that period, you must have filed your appeal by the deadline. If not, the ATB cannot hear the appeal.</p>

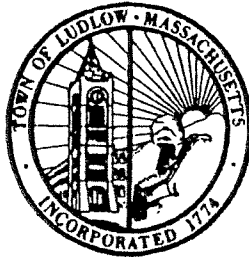
<b>ASSESSMENT AND EXEMPTION CALENDAR</b>	
<b>January 1</b>	Property Tax Assessment Date for Next Fiscal Year
<b>July 1</b>	Fiscal Year Begins Real Estate Exemption Eligibility Date for Fiscal Year
<b>October - December</b>	Actual Tax Bills Mailed for Fiscal Year
<b>November 1 (Semi-annual Payment Communities) February 1 (Quarterly Payment Communities)</b>	1 <sup>st</sup> Actual Tax Installment Payment Due <sup>1</sup>

<sup>1</sup> Contact your assessors. The due date depends on the payment system used in your community and the date actual tax bills were mailed for fiscal year.

<p><b>April 1, or 3 Calendar Months from Mailing of Actual Tax Bill if later</b></p>	<p>Personal Exemption Applications to Assessors Due <sup>2</sup></p>
<p><b>3 Calendar Months from Filing of Application (or Date of Written Extension Given by Taxpayer)</b></p>	<p>Assessors Grant or Deny Exemption Application Deemed Denied if Assessors Have Not Acted</p>
<p><b>3 Calendar Months from Assessors' Action on Application, or Deemed Denial of Application</b></p>	<p>Appeal to ATB Due</p>

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<sup>2</sup> Some assessors may accept applications before actual tax bills are mailed. If not, or your application is not approved, you must apply by this deadline to claim the exemption.



*Town of Ludlow, Massachusetts*  
*Capital Improvement Planning Committee*

DATE: June 1, 2020  
 TO: Board of Selectman  
 FROM: William Rosenblum, Chairman  
 Capital Improvement Planning Committee  
 SUBJECT: FY'2021 Capital Budget

The Capital Improvement Planning Committee makes the following recommendations for the FY2020 Capital Planning Budget Article.

<u>Department</u>	<u>Description</u>	<u>Amount</u>
<b>DPW</b>	\$223,000.00 thru 3 yr. lease (less \$25, 909.99 ins. Proceeds) \$97,090. 01 – 2 <sup>nd</sup> yr. of 3 yr. lease	\$33,000
<b>Fire Department</b>	Fire Engine thru 5yr lease \$654,685 – 2 <sup>nd</sup> yr. of 5 yr. lease Ambulance \$221,420 – 2 <sup>nd</sup> of 3-year lease F150 Super Crew Pick-up truck	\$134,000  \$77,000 \$35,000
<b>Golf</b>	Toro Greensmaster 3150Q \$32,806 - 2 <sup>nd</sup> yr. of 3 yr. lease Golf Cart/Utility Cart Rental 1 <sup>st</sup> of 3yr lease	\$11,513. \$45,000
<b>Council on Aging</b>	Ford Lift Van 2ndyr. of 3yr. lease	\$27,000.

<b>Town Clerk</b>	Voting Equipment	\$36,400.
<b>Police</b>	Dodge Durango Detective vehicle	\$37,967.17
<b>Town Total</b>	<b>\$436,880.17</b>	

The Funding sources are as follows:

Ambulance Subscription Fund	\$ 77,000.00
Free Cash	\$359,880.17

<b>FY2021 Funding Sources</b>	<b>\$436,880.17</b>
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Additionally, the Capital Planning Committee voted to approve the purchase of extending the fiber network in an amount not to exceed \$40,000 for the new Senior Center and new School as presented thru a town meeting article.

The Capital Planning Committee voted to approve the expenditure of not to exceed \$29,000 for the repairs to the pool at the Ludlow Boys and Girls Club to be funded from the Bldg. Infrastructure Article.