

Town of Stow General Bylaws Article 3, Town Affairs

SECTION 18. Municipal Affordable Housing Trust

There shall be a Municipal Affordable Housing Trust, the purpose of which shall be to provide for the preservation and creation of affordable housing in the Town of Stow for the benefit of low- and moderate-income households. The Trust shall be governed by Trustees in accordance with Mass. General Laws Chapter 44, Section 55C and the authority granted by Town Meeting, as revised from time to time.

Pursuant to a vote at the Stow 2005 Annual Town Meeting and pursuant to the provisions of Mass. General Laws Chapter 44, Section 55C adopted at the Stow 2005 Annual Town Meeting, the Town of Stow hereby establishes the specific powers of the Stow Municipal Affordable Housing Trust for the benefit of all of the inhabitants of the Town of Stow in the manner and under the terms and conditions set forth herein. To the extent that this Article is in conflict with Article 38 of the 2005 Annual Town Meeting, the terms, conditions and enabling authority of this Article shall control.

A. Name of the Trust

The Trust shall be called the "Stow Municipal Affordable Housing Trust", herein referred to as the Trust.

B. Purpose

The purpose of the Trust shall be to provide for the preservation and creation of affordable housing in the Town of Stow for the benefit of low- and moderate-income households.

C. Tenure of Trustees

There shall be a Board of Trustees consisting of seven Trustees who shall be appointed by the Board of Selectmen. One of the Trustees shall be a member of the Board of Selectmen. Only persons who are residents of the Town of Stow shall be eligible to hold the office of Trustee. The chairman of the Town of Stow Local Housing Partnership shall be an ex-officio member with no right to vote. Trustees shall serve for a term of two years, except that three of the initial trustee appointments shall be for a term of one year. The Board of Selectmen may reappoint trustees for succeeding terms, and there is no limit on the number of terms that a Trustee can serve. Any Trustee may resign by written instrument signed and acknowledged by such Trustee and duly filed with the Town Clerk. If a Trustee shall die, resign, or for any other reason cease to fulfill the duties of a Trustee hereunder before his/her term of office expires, a successor shall be appointed by the Board of Selectmen to fill the remainder of the term of such vacancy provided that said appointment and acceptance in writing by the newly appointed Trustee are filed with the Town Clerk. Upon the appointment of any Trustee and the filing of such appointment with the Town Clerk, the title to the Trust estate shall thereupon and without the necessity of any conveyance be vested in such succeeding Trustee jointly with the remaining Trustees. Reference to the Trustee shall mean the Trustee or Trustees for the time being hereunder. Trustees may be removed at any time for cause by a majority vote of the Board of Selectmen following a properly noticed public hearing. Cause shall include, but not be limited to, violation of any local, state, or federal law; non-participation in business of the Trust; incapacity to perform the duties of a Trustee; acts of the Trustee, that in the opinion of the Board of Selectmen, are negligent or detrimental to the Town of Stow or the Trust.

D. Meetings of the Trust

The Trust shall meet at least quarterly at such time and at such place as the Trustees shall determine. Notice of all meetings of the Trust shall be given in accordance with the provisions of the Open Meeting Law, Mass. General Laws Chapter 39, Sections 23A, 23B and 23C. A quorum at any meeting shall be a majority of the Trustees qualified and present in person. Minutes of all meetings shall be kept with the Town Clerk in accordance with the provisions of the Open Meeting Law, Mass. General Laws Chapter 39, Sections 23A, 23B and 23C.

E. Powers of Trustees

The Powers of the Trust shall be the following, except that any purchase, sale, lease, exchange, transfer or conveyance of any interest in real property is subject to a two-thirds (2/3rds) vote of the Trustees:

(1) to accept and receive property, whether real or personal, by gift, grant, devise, or transfer from any person, firm, corporation or other public or private entity, including without limitation grants of funds or other property tendered to the Trust in connection with provisions of any zoning bylaw or any other bylaw;

(2) to purchase and retain real or personal property, including without restriction investments that yield a high rate of income or no income;

(3) to sell, lease, exchange, transfer or convey any personal, mixed, or real property at public auction or by private contract for such consideration and on such terms as to credit or otherwise and to make such contracts and enter into such undertakings relative to trust property as the Trust deems advisable notwithstanding the length of any such lease or contract;

(4) to execute, acknowledge and deliver deeds, assignments, transfers, pledges, leases, covenants, contracts, promissory notes, releases and other instruments sealed or unsealed, necessary, proper or incident to any transaction in which the Board engages for the accomplishment of the purposes of the Trust;

(5) to employ advisors and agents, such as accountants, appraisers and lawyers as the Trust deems necessary;

(6) to pay reasonable compensation and expenses to all advisors and agents and to apportion such compensation between income and principal as the Trust deems advisable;

(7) to apportion receipts and charges between incomes and principal as the Trust deems advisable, to amortize premiums and establish sinking funds for such purpose and to create reserves for depreciation, depletion or otherwise;

(8) to participate in any reorganization, recapitalization, merger or similar transactions; and to give proxies or powers of attorney with or without power of substitution to vote any securities or certificates of interest and to consent to any contract, lease, mortgage, purchase or sale of property, by or between any corporation and any other corporation or person;

(9) to deposit any security with any protective reorganization committee and to delegate to such committee such powers and authority with relation thereto as the Trust may deem proper and to pay out of Trust property, such portion of expenses and compensation of such committee as the Trust may deem necessary and appropriate;

(10) to borrow money on such terms and conditions and from such sources as the Board deems advisable, to mortgage and pledge trust assets as collateral;

(11) to carry property for accounting purposes other than acquisition date values;

(12) to make distributions or divisions of principal in kind;

(13) to comprise, attribute, defend, enforce, release, settle or otherwise adjust claims in favor or against the Trust, including claims for taxes and to accept any property, either in total or partial satisfaction of any indebtedness or other obligation and subject to the provisions of state statutes, to continue to hold the same for such period of time as the Trust may deem appropriate;

(14) to manage or improve real property and to abandon any property which the Trust determines not to be worth retaining;

(15) to hold all or part of the Trust property un-invested for such purposes and for such time as the Trust may deem appropriate;

(16) to extend the time for payment of any obligation to the Trust; and

(17) to adopt rules and regulations governing the conduct of the Trust and the Trustees, consistent with the General Laws.

F. Funds Paid to the Trust

Notwithstanding any general or special law to the contrary, all monies paid to the Trust in accordance with any Town of Stow zoning bylaw, exaction fee, or private contribution shall be paid directly into the Trust and need not be appropriated or accepted and approved into the Trust.

Funds appropriated by the Town of Stow Town Meeting for payment into the Trust become Trust property and these funds need not be further appropriated to be expended except as set forth in paragraph E herein. All monies remaining in the Trust at the end of any fiscal year, whether or not expended by the Trust, remain Trust property. The Trust shall comply with any conditions stipulated in the article's motion for monies appropriated by the Stow Town Meeting.

G. Acts of Trustees

A majority of Trustees may exercise any or all of the powers of the Trustees hereunder, unless otherwise provided, and may execute on behalf of the Trustees any and all instruments with the same effect as though executed by all the Trustees. No Trustee shall be required to give bond. No license of court shall be required to confirm the validity of any transaction entered into by the Trustees with respect to the Trust Estate. Any expenditure by the Trust to any one party in a cumulative amount exceeding \$200,000.00 or any borrowing (capped at \$200,000.00) or donations to any charitable organization by the Trust

shall also be approved by a majority vote of the Board of Selectmen prior to finalizing the transaction. Any single borrowing shall be capped at \$200,000.00.

H. Liability

Neither the Trustees nor any agent or office of the Trust shall have the authority to bind the Town of Stow, except in the manner specifically authorized herein. The Trust is a public employer and the Trustees are public employees for the purposes of General Laws Chapter 268A. The Trust shall be deemed a municipal agency and the Trustees special municipal employees for the purposes of General Laws Chapter 268A. The Trustees shall be provided the same scope and degree of municipal insurance coverage as is provided to other appointed board and commission members within the Town of Stow.

I. Taxes

The Trust is exempt from General Laws Chapter 59 and 62, and from any other provisions concerning payment of taxes based upon or measured by property or income imposed by the Commonwealth or any subdivision thereto.

J. Custodian of Funds

The Town of Stow Treasurer shall be the custodian of the funds of the Trust. The books and records of the Trust shall be audited annually by an independent auditor in accordance with accepted accounting practices for municipalities. Cost associated with the independent audit shall be borne by the Trust.

K. Governmental Body

The Trust is a governmental body for purposes of Section 23A, 23B and 23C of General Laws Chapter 39.

L. Board of the Town

The Trust is a board of the Town for purposes of General Laws Chapter 30B and Section 15A of General Laws Chapter 40; but agreements and conveyances between the Trust and agencies, boards, commissions, authorities, departments and public instrumentalities of the Town shall be exempt from said Chapter 30B.

M. Duration of the Trust

This Trust shall be of indefinite duration until terminated by a vote of the Stow Town Meeting. Upon termination of the Trust, subject to the payment of or making provisions for the payment of all obligations and liabilities of the Trust and the Trustees, the net assets of the Trust shall be transferred to the Town of Stow and held by the Board of Selectmen for affordable housing purposes. In making any such distribution, the Trustees may, subject to the approval of the Board of Selectmen, sell all or any portion of the Trust property and distribute the net proceeds thereof to the Town of Stow. The powers of the Trustees shall continue until the affairs of the Trust are concluded. Once the Stow Town Meeting has voted to terminate the Trust, the Board of Selectmen shall approve all financial transactions made on behalf of the Trust.

N. Registry of Deeds

The Board of Selectmen may authorize the Trustees to execute, deliver and record with the Registry of Deeds any documents required for any conveyance authorized hereunder.

O. Titles

The titles to the various Articles herein are for convenience only and are not to be considered part of said Articles nor shall they affect the meaning or the language of any such Article.

P. Compensation of Trustees

Trustees shall not receive a salary, stipend, bonus or other means of compensation for their service as a Trustee, nor shall they be eligible for any benefits from the Town of Stow. Trustees may be compensated for reasonable out-of-pocket expenses for travel and other Trust-related expenses. All such out-of-pocket expenses shall be fully documented with receipts for expenses prior to payment by the Trust.

Q. Amendments

The provisions of this Trust can only be amended by a vote of the Stow Town Meeting.

R. Conflicts of Interest

The Trust shall be considered a public employer and the Trustees shall be subject to the conflict of interest provisions of General Laws Chapter 268A.

S. Annual Report

The Trustees shall prepare an annual report describing the activities of the Trust on a calendar year basis. The annual report shall be submitted to the Stow Board of Selectmen by February 12th of each year. The annual report shall list all financial transactions conducted by the Trust including all revenues and costs, provide a balance sheet of liabilities and assets of the Trust, list an inventory of all affordable housing units created, sold, and/or managed by the Trust, and any other pertinent information related to the business of the Trust. Ten paper copies and an electronic copy of the annual report shall be submitted to the Board of Selectmen.