



**DECLARATION OF TRUST
TOWN OF GROTON
AFFORDABLE HOUSING TRUST FUND**

This Declaration of Trust made as of the Seventeenth day of November, 2010, by Colleen A. Neff, Allen B. King, Stuart M. Schulman, Joshua A. Degen and David A. Wilder [the Trustees], hereinafter called the Trustees, pursuant to the provisions of G.L. c. 44 Section 55C, who hereby acknowledge and agree for themselves and their successors in trust to hold such real, personal and mixed property and funds as they may acquire or receive for the purposes hereof in trust nevertheless for the benefit of all of the inhabitants of the Town of Groton in the manner and under the terms and conditions set forth herein.

Article 1, Name of the Trust

The Trust shall be called the "Town of Groton Affordable Housing Trust". A Certificate of Trust shall be recorded with the Middlesex South Registry of Deeds and the Middlesex South Registry District of the Land Court.

Article 2, Purpose

The purpose of the Trust shall be to provide for the preservation and creation of affordable housing in the Town of Groton for the benefit of low and moderate income households, earning up to 125% of area median income (AMI) as defined by the United States Department of Housing and Urban Development.

Article 3, Tenure of the Trustees

There shall be a Board of Trustees consisting of five (5) Trustees appointed by the Board of Selectmen. At least one of the Trustees shall be a member of the Groton Board of Selectmen, who shall serve as the representative of the Board of Selectmen. Only persons who are residents of Groton shall be eligible to hold the office of Trustee. The Trustees shall serve for a term not to exceed two years and may be re-appointed at the discretion of the Board of Selectmen.

Any Trustee may resign by written instrument signed and acknowledged by such Trustee and duly filed with the Town Clerk and recorded with the Middlesex South Registry of Deeds and filed with the and the Middlesex South Registry District of the Land Court. If a Trustee shall die, resign or for any reason cease to be a Trustee hereunder before his/her term of office expires, a successor shall be appointed by the Board of Selectmen to fill such a vacancy, provided that in each case, the said appointment and acceptance in writing by the Trustee so appointed is filed with the Town Clerk and recorded with the Middlesex South Registry of Deeds and filed with the Middlesex South Registry District of the Land Court. If any Trustee is absent from four (4) consecutive regularly scheduled meetings of the Trust, except in the case of illness, this position shall be deemed vacant and shall be filled by a new appointment as set forth above.

No such appointment shall be required so long as there are five (5) Trustees in office. Upon the appointment of any succeeding Trustee and the filing of such appointment 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.

Kopelman and Paige, P.C.
101 Arch Street, 12th Floor
Boston, MA 02110

Attn: Jason Maille, Tax Title Paralegal

Of the original trustees, Colleen A. Neff, Allen B. King and Stuart M. Schulman shall hold office until two years from initial appointment and Joshua A. Degen and David A. Wilder shall hold office until one year from initial appointment.

Article 4, Meetings of the Trustees

The Trustees shall meet at least quarterly at such time and place as the Trustees shall determine. A written notice stating the place, hour, and agenda of each meeting of the Trust shall be posted at the Groton Town Hall at least two (2) days before the date of such meeting. A quorum of the Board of Trustees shall be the majority of the number of authorized Trustees. Notice of any meetings of the Trust shall be filed with the Town Clerk and posted in accordance with the Open Meeting Law, G.L. Chapter 39, section 23A, 23B and 23C.

The Trustees shall annually elect one (1) Trustee to serve as Chairperson. The Chairperson may establish sub-committees and/or ad hoc task related committees to carry out the purposes of the Trust. Chairpersons of the sub-committees may be selected by the members of the sub-committees.

Article 5, Powers of Trustees

The Trustees shall have the following powers, which shall be carried out in accordance with and in furtherance of the provisions of M.G.L. Chapter 44, section 55C (Municipal Affordable Housing Trust Fund):

- 1) to accept and receive real property, personal property or money, by gift, grant, contribution, devise, or transfer from any person, firm, corporation or other public entity or organization including money, grants of funds or other property tendered to the Trust in connection with the provisions of any by-law or any General Law or Special Act of the Commonwealth or any other source including money from M.G.L Chapter 44B (Community Preservation);
- 2) 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 undertaking relative to Trust property as the Trustees deem advisable notwithstanding the length of any such lease or contract;
- 3) 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 Trustees engage for the accomplishment of the purposes of the Trust;
- 4) to employ advisors and agents, including but not limited to accountants, appraisers and lawyers as the Trustees deem necessary;
- 5) to pay reasonable compensation and expenses to all advisors and agents and to apportion such compensation between income and principal as the Trustees deem advisable, but not to exceed five percent (5%) of annually expendable Trust assets;

- 6) to borrow money on such terms and conditions and from such sources as the Trustees deem advisable, to mortgage and pledge Trust assets as collateral, up to 80% of the Trust's assets;
- 7) to compromise, 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 M.G.L. Chapter 44, section 55C, to continue to hold the same for such period of time as the Trustees may deem appropriate;
- 8) to manage or improve real property; and to abandon any property which the Trustees determine not worth retaining;
- 9) to hold all or part of the Trust property uninvested for such purposes and for such time as the Trustees may deem appropriate; and
- 10) to extend the time for payment of any obligation to the Trust.

The power and duties enumerated above are intended to encompass all powers and duties of the Trustees. Any action, power or duty not enumerated above shall require prior approval of the Board of Selectmen.

Article 6, Funds Paid to the Trust

Notwithstanding any general or special law to the contrary, all moneys paid to the Trust in accordance with any zoning by-law, exaction fee, or private contribution shall be paid directly into the Trust and need not be appropriated or accepted or approved into the Trust. General revenues appropriated into the Trust become Trust property and these funds need not be further appropriated to be expended. All moneys remaining in the Trust at the end of any fiscal year, whether or not expended by the Trustees within one year of the date they were appropriated into the Trust, remain Trust property.

Article 7, Acts of Trustees

A majority of the Trustees may exercise any or all of the powers of the Trustees hereunder and may execute on behalf of the Trustees any and all instruments with the same effect as though executed by all the Trustees. The Trustees may, by instrument executed by all the Trustees, delegate to any attorney, agent or employee such other powers and duties as they deem advisable, including power to execute, acknowledge or deliver instruments as fully as the Trustees might themselves and to sign and endorse checks for the account of the Trustees or the Trust. The Trustees shall not delegate the authority to amend or terminate the Trust and no such delegation shall be effective.

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. No one dealing with the Trustees need inquire concerning the validity of anything the Trustees purport to do or see to the application of anything paid to or upon order of the Trustees. No Trustee shall be liable for the acts, negligence or defaults of any other Trustee or any employee, agent, or representative of the Trustees selected with reasonable care, nor for errors in judgment, nor mistakes of law or fact made in good faith nor in reliance in good faith on advice of counsel nor for other acts or omissions in good faith.

Article 8, General Financial Operations

The Town of Groton Treasurer/Collector shall be the custodian of the Trust's funds and shall maintain separate bank accounts for said funds.

He or she shall invest the funds in the manner authorized by M.G.L. Chapter 44, section 55 (Public Funds on Deposit; Limitations; Investments,) section 55A, (Liability of Depositor for Losses Due to Bankruptcy), and section 55B (Investment of Public Funds).

Any income or proceeds received from the investment of funds shall be credited to and become part of the Trust.

Expenditures by the Trust shall be processed in accordance with the Town's payment warrant procedures, but shall be controlled by the provisions of M.G.L. Chapter 44, section 55C. Any funds provided to the Trust under the annual budget, and any approved budget revisions will be recorded by the Town Accountant. The Trust's financial records shall be maintained by the Town Accountant in a manner consistent with other trust fund documentation.

The Treasurer/Collector shall issue checks after approval of the warrant containing the applicable expenditure amount.

In accordance with M.G.L. Chapter 44, section 55C (Municipal Affordable Housing Trust Fund), the books and records of the Trust shall be audited annually in conjunction with the Town's annual audit by an independent auditor in accordance with accepted accounting practices. The results of the audit shall be provided to the Trustees and the Board of Selectmen/Town Manager.

Article 9, Liability

Neither the Trustees nor any agent or officer of the Trust shall have the authority to bind the Town of Groton. The Trust is a public employer and the Trustees are public employees for the purposes of G.L. Chapter 258 (Claims and Indemnity Procedure for the Commonwealth, its Municipalities, Counties, and Districts and the Officers and Employees Thereof). The Trust shall be deemed a municipal agency and the Trustees special municipal employees, subject to approval of the Board of Selectmen, for the purposes of G.L. Chapter 268A (Conduct of Public Officials and Employees).

Article 10, Taxes

Pursuant to M.G.L. Chapter 44, section 55C, the Trust is exempt from G.L. Chapters 59 (Assessment of Local Taxes) and 62 (Taxation of Incomes), and from any other provisions concerning payment of taxes based upon or measured by property or income imposed by the Commonwealth of Massachusetts or any subdivision thereof.

Article 11, Governmental Body and Board of the Town of Groton

The Trust is a governmental body for purposes of Sections 23A, 23B and 23C of G.L. Chapter 39.

The Trust is a board of the Town of Groton for the purposes of G.L. Chapter 30B and Section 15A of G.L. 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 Chapter 30B.

Article 12, Duration of the Trust

This Trust shall be of indefinite duration. However, it may be terminated by a majority vote of the Groton Town Meeting in accordance with M.G.L. Chapter 4, section 4B, provided that an instrument of termination, together with a certified copy of the Town Meeting vote, are duly recorded with the Middlesex South District Registry of Deeds and the Middlesex South Registry District of the Land Court.

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 Groton 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 or they may distribute any of the assets in kind. The powers of the Trustees shall continue until the affairs of the Trust are concluded.

Article 13, Amendments

The Declaration of Trust may be amended from time to time, except as to those provisions specifically required under M.G.L. Chapter 44, section 5C, by an instrument in writing signed by all of the Trustees and approved at a meeting of the Trustees called for that purpose, and approved by the Board of Selectmen, provided that in each case, a certificate of amendment has been recorded with the Middlesex South District Registry of Deeds and the Middlesex South Registry District of the Land Court.

Article 14, Record to be Conclusive, Certificate as to Facts

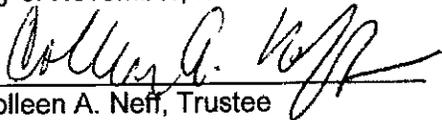
Every contract, deed, mortgage, lease and other instrument executed by a majority of the Trustees as appears from instruments or certificates recorded with the Middlesex South Registry of Deeds and the Middlesex South Registry District of the Land Court to be Trustees hereunder shall be conclusive evidence in favor of any person relying thereon or claiming thereunder, that at the time of the delivery thereof this Trust was in full force and effect and that the execution and delivery of such instrument was duly authorized by the Trustees except that delegations of authority pursuant to Article 7 (Acts of Trustees) hereof and instruments of amendment pursuant to Article 13 (Amendments) and an instrument of termination pursuant to Article 12 (Duration of the Trust) hereof shall be conclusive only if it appears that the delegations, amendments or termination have been executed by all of the Trustees.

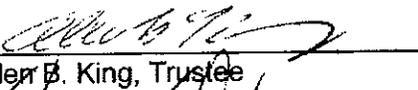
Any person dealing with the Trust property or the Trustees may always rely on a certificate signed by any person appearing from instruments or certificates so recorded to be a Trustee hereunder as to the identity of the then current Trustees or as to the existence or non-existence of any fact or facts which constitute conditions precedent to acts by the Trustees or in any other manner germane to the affairs of the Trust.

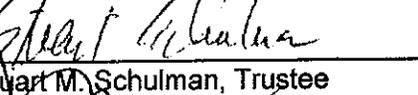
Article 15, Titles

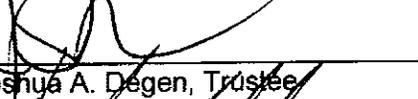
The titles to the various Articles herein are for convenience only and are not to be considered part of said Articles nor shall they affect the meaning or the language of any such Article.

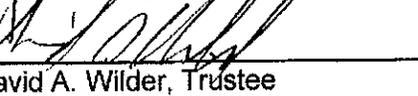
Witness the execution under seal this Seventeenth day of November, 2010.


Colleen A. Neff, Trustee


Allen B. King, Trustee


Stuart M. Schulman, Trustee


Joshua A. Degen, Trustee


David A. Wilder, Trustee

COMMONWEALTH OF MASSACHUSETTS

County of Middlesex, ss.

On this seventeenth day of November, 2010, before me, the undersigned Notary Public, personally appeared Colleen A. Neff, Allen B. King, Stuart M. Schulman, Joshua A. Degen and David A. Wilder, Trustees, who were personally known to me whose names are signed on the above document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as Trustee on behalf of the Groton Affordable Housing Trust.


Mark W. Haddad, Notary Public
My commission expires: December 17, 2015

