LITTLETON AFFORDABLE HOUSING TRUST MEETING
TUESDAY, JULY 23, 2019
6:30 p.m.
ROOM 103
SHATTUCK STREET TOWN OFFICES
37 SHATTUCK STREET

Proposed Agenda

1. Finalize and execute Trust for recording with the Registry of Deeds.

2. Continue discussion about affordable housing.
   a. Board’s definition
   b. Housing Types Needed

3. Continue discussion on Voucher Program.
   a. Application process
   b. Time frame
   c. Budget

4. Contract with MetroWest Collaborative Development (MWCD)
   a. Options for future utilization as resource
   b. Recommendations to the Town

5. Member Updates

6. Minutes of Prior Meetings

7. Meeting Adjourn
Minutes approved 9/10/19

Members Present: Bartlett Harvey, chair; Cindy Napoli, vice-chair; Nina Nazarian, town administrator, and members Angus Michaels; Maureen Donnelly; Millie McGovern; Mark Montanari

Also Present: Maren Toohill, town planner; Liz Tretiak, Elder and Human Services Director

The meeting was called to order at 6:33 p.m.

Changes were proposed and made to the Declaration Trust. Question about who signs the trust document; Cindy Napoli will follow up with Town Counsel.

Affordable Housing Guidelines were reviewed and proposed revisions highlighted. Include the question “Where did you hear about this?” on the application.

Rental Voucher program details were discussed, the Town could accommodate up to 18 households at $250 per month, for 1 year to start.

The current contract with Metro West Collaborative Development (MWCD) is for 3 years, paid for by the CPC fund. Funding for the next 3-year contract term has not been secured to date.

Next meetings: August date TBD

ADJOURN
Bartlett Harvey moved to adjourn the meeting, and Angus Michaels seconded. All in favor. Meeting adjourned at 8:39 PM.

Documents:
Agenda
Littleton Rental Assistance Program Guidelines Draft
Declaration of Trust Draft
I. Purpose: The Littleton Rental Assistance Program (LRAP) provides rental assistance to income-eligible households who are renting qualified housing units in the Town of Littleton. The goal of the program is to provide greater housing stability and housing opportunities to cost burdened renters in Littleton. The rental assistance available through the program will be provided for a period of one year in the amount of $250/month to each participating household.

II. Background and Summary: Only about XX% of Littleton’s housing is affordable to very-low-income households. Unfortunately, the obverse is also true: XX% of the housing is not affordable to very-low-income households. Further, face-to-face contacts in the Elder and Human Services office and Littleton Housing Authority confirm that a significant number of Littleton households are severely rent burdened, spending more than 50% of gross household income on rent.

The objective of the LRAP is to assist households with incomes that are less than those of households aided by Chapter 40B affordable housing, The LRAP assistance offsets participants’ rental costs and reduces the risk of homelessness. In a wider sense, it enables cost-burdened households to expend funds on other necessary items, such as medical costs, transportation, and education. This program is intended to help households afford expenditures that will permanently improve their circumstances and will enable them to be self-sufficient. Ongoing contact with the Town’s Elder and Human Services office [or Littleton Housing Authority] is a requirement of the program.

The LRAP is funded by the Community Preservation Act (CPA). The CPA funding appropriated at the May 2019 Town Meeting will fund the LRAP, through the Littleton Affordable Housing Trust. Households are eligible for assistance if they are cost-burdened (the household spends more than 30% of gross income on rent). Participants are selected through a ranking system which is described in more detail below. While the LRAP is not limited to current Littleton residents, assistance will be available only for residential units within the Town of Littleton. Applicants must identify an intended Littleton address at the time of application. Participants are eligible for a maximum of three years of assistance, subject to funding, based on their individual program entry date. Households receiving any Federal or State housing assistance, such as Section 8, are not eligible to participate in the LRAP.

The Littleton Elder and Human Services Department assists with the administration of the LRAP. The LRAP is currently funded at a level consistent with up to twenty (20) households. These households will be assisted with monthly rental payments of $250/month for one year beginning October 1, 2019. The payments will be made directly to the landlord.

Calculation of housing payment for the purposes of determining eligibility for the LRAP shall include utilities.
Littleton Rental Assistance Program  
Affordable Housing Trust Fund Board of Trustees  
Program Guidelines  
July 23, 2019 DRAFT

The LRAP is managed by the Elder and Human Services Department. Initiation of the program was approved by the Community Preservation Committee (CPC), by the 2019 Annual Town Meeting, and the Littleton Affordable Housing Trust Fund Board of Trustees. It is entirely consistent with the CPA’s support of community housing.

III. Application Process: the formal application period will be open for 60 days. All interested households must submit new applications each year. Applications for assistance will be available by DATE HERE, 2019 and must be submitted by DEADLINE HERE, 2019. Rental assistance is expected to be disbursed to landlords on October 1, 2019 and will continue for a one-year duration. Participants will be able to renew their assistance annually for a maximum of three years, subject to an eligibility review and the approval of future funding of the LRAP by the Affordable Housing Trust.

LRAP applications and information packets will be available at the Littleton Town Hall, the Rueben Hoar Library, the Town of Littleton website, and by contacting the Elder and Human Services Department. Applicants have the right to request a reasonable accommodation to complete the application, which may include a change to a policy, procedure, or practice to afford a person with a disability an equal opportunity to participate fully in the housing program or to use and enjoy the housing.

All prospective households must submit a complete LRAP application form and all required supporting documents by the application deadline in order to be considered for selection. Incomplete applications will not be reviewed by the administering entity. Applicants who submit an incomplete application will be notified of the deficiencies in their application and will have until the application deadline to correct these deficiencies.

IV. Eligibility. A. Applicant eligibility Appendix A presents income limits for this area. The US Department of Housing and Urban Development (HUD) annually publishes the Area Median Income (AMI), adjusted for household size, for US communities. For the Littleton area, the 2019 median family income for a four-person household is $113,300. Area Median Incomes for other household sizes are provided in Appendix A.

For an applicant household to be eligible for the LRAP, it must meet the following criteria:

A. Applicant Eligibility
   1. The annual household gross income must be less than 60% of the Area Median Income for the household size. An applicant’s annual income will be calculated in a manner that is best suited to an applicant’s source of income, for example, taking seasonal variations into account. The income limits for various household sizes are displayed in Table 1 below:

<table>
<thead>
<tr>
<th>Household Size</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
</tr>
</thead>
<tbody>
<tr>
<td>Income must be LESS THAN</td>
<td>$49,800</td>
<td>$56,900</td>
<td>$64,050</td>
<td>$71,100</td>
<td>$76,800</td>
</tr>
</tbody>
</table>

Littleton Rental Program Guidelines  
Page 2 of 7
2. The household must spend more than 30% of its gross monthly income towards rental housing costs (including rent paid to the landlord and eligible utilities based on a standardized HUD Utility Allowance chart).
3. After assistance is awarded, a household must strive to pay no more than 50% of its gross income on rent.
4. No household member can own a home or have any other ownership interest in real property.
5. The household must not be receiving assistance from a tenant-based rental assistance program funded and administered by the federal or state government, or any other entity.
6. The household must occupy the rental housing unit assisted through the LRAP as their primary residence.
7. The household must agree to work with the Town of Littleton Elder and Human Services outreach program to develop a strategy that supports a sustainable long-term housing situation.
8. The landlord must agree to accept LRAP payments, with the rental agreement between tenant and landlord must be a Tenancy-at-Will Lease.
9. The household must not have $50,000 or more in assets.

B. Participant Renewal Limitations
1. So long as a household remains income eligible for the LRAP and lives in a qualifying unit, the household will be allowed to renew participation for a total of three years based on the first month of assistance for each household.
2. Participating households must submit documents to verify income and rent burden eligibility on an annual basis.

C. Unit Eligibility
1. Housing must be located in Littleton, Massachusetts
2. Housing units must meet minimum safety standards.
3. The landlord must sign a LRAP participation agreement accepting payments from the Town of Littleton toward the participating tenant's rent and submit a competed W-9 to the Town Accountant prior to disbursal of any funds.

V. Ranking and Selection Process: All households that qualify for the LRAP will be ranked according to Preference Criteria, and first preference for rental assistance will be awarded to the highest ranked households. Each household will be awarded Preference Points according to the Preference Criteria described below.
   A. Low Income: Up to 4 Preference Points will be awarded for low income. The awarded Points will be based on the household income, expressed as a percentage of the Area Median Income, as show in Table 2.
Table 2
Low-Income Preference Points

<table>
<thead>
<tr>
<th>Points</th>
<th>Household Income</th>
<th>From and Including</th>
<th>To Less Than</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td>0% AMI</td>
<td></td>
<td>30% AMI</td>
</tr>
<tr>
<td>3</td>
<td>30% AMI</td>
<td></td>
<td>60% AMI</td>
</tr>
<tr>
<td>2</td>
<td>60% AMI</td>
<td></td>
<td>80% AMI</td>
</tr>
</tbody>
</table>

Appendix B further explains the low-income Preference Points and shows how they would be assigned to one-, two-, three-, and four-person households, according to their incomes. Preference Point tables for other household sizes are available on request.

B. Rental Burden: A household will be awarded 2 Preference points if it pays more than 50% of its gross income towards rent.

C. Residence, School, or Work: A household will be awarded 2 Preference Points if it currently resides in Littleton, if a member of the household attends Littleton Public Schools, or if a member of the household works in Littleton. Additional Points will not be awarded if more than one condition is satisfied.

D. Young Children: A household will be awarded 2 Preference Points if at least one household member is a child under the age of 18.

E. Seniors: A household will be awarded 2 Preference Points if one or more members are age 60 or older.

After the Preference Points are assigned, an ordered list of households will be created according to the number of Points that have been awarded. Once all program-eligible applicants are ranked, all households will be notified of their ranking position and whether they will receive assistance. If two or more households receive the same number of Preference Points, a lottery will be used to determine which household will have the opportunity to participate in the program. The lottery will be held in a publicly accessible space and applicant households will be invited to attend, but attendance is not required.

Households that are awarded rental assistance through the LRAP will receive a Commitment Letter from the Town detailing the terms of the rental assistance, including the amount of assistance provided, schedule of payments, program requirements, and the obligations of the tenant, landlord, and Town. Applicants will be required to sign and return the Littleton Rental Assistance Participation Form acknowledging their intent to participate. If a household fails to return the Littleton Rental Assistance Participation Form within 10 business days from the date of the Commitment Letter the household will lose its opportunity to participate in the LRAP.

VI. Right to Appeal: An applicant has the right to appeal decisions within 10 business days from the date of the written notification. An applicant may in person, in writing, or via a designee appear before an Appeals Committee. At the hearing, the applicant and his/her designee may present supporting information relevant to rejection...
or ranking. A final decision will be rendered by the Appeals Committee, in writing, within five business days from the date of the hearing.

VII. **Applicant Pool and Waitlist:** Households that have qualified for the LRAP, but were not ranked high enough to receive assistance, will remain in the applicant pool until the next application period opens. All applicants must reapply at the opening of each application period. A two-tiered waitlist will be maintained until the next open application period as follows:

A. **Tier 1** – Applications received by the deadline: Eligible households that submit completed applications by the deadline will be placed on Tier 1 of the waiting list in order of Preference Point ranking.

B. **Tier 2** – Applications received after the deadline: All completed applications received after the application deadline will be reviewed only after all Tier 1 applicants are assisted. Eligible households that submit completed applications after the deadline will be placed on Tier 2 of the waiting list.

If assistance becomes available midway through the assistance period, for example due to a previously assisted household moving, then replacement households will be selected in rank order first from Tier 1 and then applications from Tier 2 will be ranked in order of Preference Point ranking. Households who do not respond to phone or mail inquiries or who do not respond to a request for additional information within the time frame provided shall be removed from the applicant pool.

VIII. **Affirmative Marketing Methods:** Affirmative marketing efforts will be intended to encourage maximum participation from low- to moderate-income households and members of the region's traditionally underserved racial and ethnic communities. The LRAP will not discriminate on the basis of race, color, religion, national origin, disability, familial status, sex, age, marital status, children, sexual orientation, genetic information, gender identity, ancestry, veteran/military status or membership.

IX. **Privacy:** The entire application will be submitted to the [Elder and Human Services Department] or [Littleton Housing Authority] at Littleton Town Hall. Personal information will be kept confidential to the extent permitted by law except for necessary communications between a program participant, the landlord, and the program representatives. The application will be qualified and ranked by a small committee, who will review only the data relevant to qualification and ranking. This data will be stripped of any identifying information to ensure that your identity is kept confidential from the committee.
Appendix A
AREA MEDIAN INCOME

The median income for Littleton is published annually by the U. S. Department of Housing and Urban Development (HUD). For the Littleton area, the 2019 median income for a four-person household is $113,300. Area Median Incomes (AMI’s) and income limits for other income categories and household sizes are provided in Table 3 below.

The LRAP requires that the income of a household be less than 60% income limit, which is highlighted. For example, a three-person household with an annual income greater than $64,050 would not qualify for the LRAP.

<table>
<thead>
<tr>
<th>Income Category</th>
<th>Household Size</th>
</tr>
</thead>
<tbody>
<tr>
<td>Extremely Low (30% AMI)</td>
<td>1</td>
</tr>
<tr>
<td>$24,900</td>
<td>$28,450</td>
</tr>
<tr>
<td>Very Low (50% AMI)</td>
<td>$41,500</td>
</tr>
<tr>
<td>LRAP Limit (60% AMI)</td>
<td>$49,800</td>
</tr>
<tr>
<td>Low (80% AMI)</td>
<td>$62,450</td>
</tr>
<tr>
<td>AMI</td>
<td>$79,350</td>
</tr>
</tbody>
</table>

Incomes for household size of one through five are shown in Table 3. A method is given by HUD for calculation of an arbitrarily sized household. The income limits in Table 3 are rounded up to the nearest $50.

A household’s income can be expressed as a percentage of the median income for the household. For example, the percentage of the median income for a four-person household with an annual income of $38,800 is

\[
Income\ as\ %\ AMI = \frac{38,800}{113,300} = 34.2\%
\]

According to Table 2 above, this household would receive 3 Preference Points for low income.

As another example, the percentage of the median income for a two-person household with an annual income of $38,500 is

\[
Income\ as\ %\ of\ AMI = \frac{38,500}{90,650} = 42.5\%
\]

This household would receive 3 Preference Points for low income.
Appendix B
Low-Income Preference Points

The low-income Preference Points are described in Table 2 in terms of percentages of Area Median Income. These percentages can be translated into annual income ranges for a given household size using Table 3 in Appendix A. For example, 3 Preference Points will be assigned if a household’s annual income is between 30% and 60%, according to table 2. The median income for a three-person household is $102,000, according to table 3. Then, for a three-person household, 3 Preference Points will be assigned if the household has an income between $30,800 (30% x $102,000) and $61,200 (60% x $102,000).

Table 4 below gives the income ranges that apply to households of sizes one through four.

<table>
<thead>
<tr>
<th>Points</th>
<th>One-Person Household</th>
<th>Two-Person Household</th>
<th>Three-Person Household</th>
<th>Four-Person Household</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>From and Including</td>
<td>To Less Than</td>
<td>From and Including</td>
<td>To Less Than</td>
</tr>
<tr>
<td>4</td>
<td>$0</td>
<td>$24,900</td>
<td>$0</td>
<td>$28,450</td>
</tr>
<tr>
<td>3</td>
<td>$24,900</td>
<td>$49,800</td>
<td>$28,450</td>
<td>$56,900</td>
</tr>
<tr>
<td>2</td>
<td>$49,800</td>
<td>$62,450</td>
<td>$56,900</td>
<td>$71,400</td>
</tr>
</tbody>
</table>

NOTE: Income above 60% AMI does not qualify for LRAP.
DECLARATION OF TRUST
LITTLETON AFFORDABLE HOUSING TRUST FUND

This DECLARATION OF TRUST is hereby made as of this ___ day of __________, 2019, by the Town of Littleton, acting by and through its Board of Selectmen, in accordance with the vote of the October 30, 2018, Special Town Meeting and pursuant to the provisions of G.L. c. 44, §55C.

Section 1: Name of Trust

The Trust shall be called the "Littleton Affordable Housing Trust Fund."

Section 2: Purpose of Trust

The purpose of the Trust shall be to provide for the creation and preservation of affordable housing in the Town of Littleton for the benefit of low and moderate income households for the funding of community housing. In furtherance of this purpose the Trust shall be authorized, to acquire, by gift, purchase, or otherwise, real estate and personal property, both tangible and intangible, of every sort and description; to use such property, both real and personal, in such manner as the Board of Trustees shall deem most appropriate to carry out such purpose consistent with the policies adopted from time to time by the Board of Selectmen regarding affordable housing and this Declaration of Trust.

Section 3: Board of Trustees

There shall be a Board of Trustees of the Littleton Affordable Housing Trust Fund, composed of seven members, as determined by the Board of Selectmen, selected as follows: one shall be a Selectman, one shall be the Town Administrator or the Administrator’s designee, one shall be a member of the Littleton Housing Authority, one shall be a member of the Council on Aging, and three shall be residents who are experienced in the fields of real estate, housing, architecture, social services, or similar disciplines. The Board of Selectmen shall appoint the members of the Board of Trustees for rotating terms not to exceed two (2) years, except that three of the initial Trustee appointments shall be for a term of one year in order to allow staggered terms. The Board of Selectmen may remove any member of the Board of Trustees for cause after that member has been provided an opportunity to be heard by the Board of Selectmen. The term "cause" shall include, but not be limited to, four (4) consecutive unexcused absences from Board meetings. To be eligible for appointment, a Trustee must be a resident of the Town of Littleton. Any Trustee who ceases to be a resident of the Town of Littleton shall promptly provide a written notification of the change in residence to the Trust, whereupon the Trustee shall cease to be a member of the Board of Trustees and action shall be taken immediately to fill such vacancy. Notice of such resignation and appointment shall be filed with the Town Clerk, recorded with the Registry of Deeds, and, if the Trustees have any right, title or interest in registered land, filed with the Registry District of the Land Court. Any Trustee may resign by written instrument signed and acknowledged by such Trustee and duly filed with the Town Clerk, recorded with the Registry of Deeds, and filed with the Registry District of the Land Court, if applicable.
If a Trustee shall die, resign, or for any other 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 vacancy for the remainder of the unexpired term, provided that in each case the appointment and acceptance in writing by the Trustee so appointed shall be filed with the Town Clerk, recorded with the Registry of Deeds, and filed with the Registry District of the Land Court, if applicable. No such appointment shall be required so long as there are at least five Trustees in office. Upon the appointment of any succeeding Trustee and the filing of such appointment or a certificate of such election 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.

The Trustees shall annually elect a Trustee to serve as Chair. The Chair may establish subcommittees or ad hoc task-related committees to carry out the purposes of the Trust. Chairs of the sub-committees may be selected by the members of the sub-committees.

Section 4: Powers of Trustees

The powers of the Trustees, all of which shall be carried on in furtherance of the purposes set forth in G.L. c. 44, §55C, and pursuant to the provisions of this Declaration of Trust, shall include the following:

(a) 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 or private entity, including but not limited to, money, grants of funds or other property tendered to the Trust in connection with provisions of any by-law or any general or special law of the commonwealth, or any other source, including money from G.L. c. 44B; provided, however, that any such money received from chapter 44B shall be used exclusively for community housing and shall remain subject to all the rules, regulations, and limitations of that chapter when expended by the Trust, and such funds shall be accounted for separately by the Trust; and provided further, that at the end of each fiscal year, the Trust shall ensure that all expenditures of funds received from said chapter 44B are reported to the Littleton community preservation committee for inclusion in the community preservation initiatives report, form CP-3, to the department of revenue;

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

(c) 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;

(d) 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;
(e) to employ advisors and agents, including but not limited to, accountants, appraisers, and lawyers as the Trustees deem necessary;

(f) 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;

(g) to apportion receipts and charges between income and principal as the Trustees deem advisable, to amortize premiums and establish sinking funds for such purpose, and to create reserves for depreciation depletion or otherwise;

(h) 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, person, or entity;

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

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

(k) 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;

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

(m) 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 G.L. c. 44, §55C, to continue to hold the same for such period of time as the Trustees may deem appropriate;

(n) to manage or improve real property; and to abandon any interest in property which the Trustees determine not to be worth retaining;

(o) to hold all or part of the Trust property uninvested for such purposes and for such time as the Trustees may deem appropriate;

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

(q) to issue policy goals and statements to serve as guidelines for the Trust; and
(r) to exercise such additional powers, if any, as may be set forth in G.L. c. 44, §55C, as same may be amended from time to time.

Section 5: Limitations on Powers of Trustees

(a) Any purchase, sale, lease, exchange, transfer, or conveyance of any interest in real property must be approved by five of the seven members.
(b) The Trustees may incur debt, borrow money, grant mortgages, and pledge Trust assets only in an amount not to exceed 80% of the Trust’s total assets.
(c) Any debt incurred by the Trustees shall not constitute a pledge of the full faith and credit of the Town of Littleton and all documents related to any debt shall contain a statement that the holder of any such debt shall have no recourse against the Town of Littleton with an acknowledgement of said statement by the holder.

Section 6: Audit Requirement

The Board of Trustees shall provide for an annual audit of the books and records of the Trust. Such audit shall be performed by an independent auditor in accordance with accepted accounting practices. Upon receipt of the audit by the Board of Trustees, the Trustees will provide a copy to the Board of Selectmen.

Section 7: Meetings of the Trustees

The Trust shall meet at least quarterly at such time and such place as the Trustees shall determine. Special meetings may be called by the Chair or by any two (2) Trustees. Notice of any meeting of the Trust shall be filed with the Town Clerk and posted in accordance with the Open Meeting Law, G.L. c. 30A, §§18-25. The Board of Trustees shall be subject to all provisions of the Open Meeting Law and regulations. While a majority of the full Board of Trustees shall constitute a quorum for the transaction of any business of the Board of Trustees, less than a quorum may, subject to the requirements of the Open Meeting Law, continue a meeting to a time, date and place certain.

Section 8: Acts of Trustees

Any action of the Board of Trustees shall be approved by a majority of those present and voting at a duly called meeting, provided that a quorum is present, and any and all instruments executed by such majority shall be binding upon the Trust, and shall be conclusive evidence that such action has been duly authorized. 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 and deliver instruments as fully as the Trustees might themselves and to sign and endorse checks for the account of the Trustees of 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 any act of
the Trustees or see to the application of anything paid to or upon the order of the Trustees. No Trustee shall be liable for the act, negligence or default 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.

Section 9: Liability; Conflict of Interest

Neither the Trustees nor any agent or officer of the Trust shall have the authority to bind the Town, except in the manner specifically authorized herein. In accordance with the provisions of G.L. c. 44, §55C, the Trust is a public employer and the Trustees are public employees for the purposes of G.L. c. 258. The Trust shall be deemed a municipal agency and the Trustees special municipal employees for the purposes of G.L. c. 268A.

Section 10: Town Treasurer as Custodian of Trust Funds

The Town Treasurer shall be the custodian of the Trust's funds and shall maintain separate accounts and records for said funds. The Treasurer shall invest the Trust's funds in the manner authorized by G.L. c. 44, §55B. Any income or proceeds received from the investment of funds shall be credited to and become part of the Trust. The yearly approved budget, and any approved budget revisions, will be filed with the Town Treasurer. As custodian, the Treasurer shall issue checks or transfer monies as directed by the Trustees.

Section 11: 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, private contribution, or Community Preservation Act funds from Littleton's Community Preservation Committee shall be paid directly into the Trust and need not be appropriated or accepted and 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 board within one year of the date they were appropriated into the Trust, remain Trust property.

Section 12: Duration of the Trust

This Trust shall continue so long as authorized under the Laws of the Commonwealth of Massachusetts. Notwithstanding the foregoing, this Trust may be terminated in accordance with G.L. c. 4, §4B, provided that an instrument of termination together with a certified copy of the Town Meeting vote are duly recorded with the Registry of Deeds and the Registry District of the Land Court, if applicable. 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 and held by the Board of Selectmen for affordable housing purposes. In making any such distribution, the Trustees shall, 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.

Section 13: Taxes

The Trust is exempt from G.L. 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.

Section 14: Status of Trust

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

Section 15: Construction of Terms

In the construction hereof, whether or not so expressed, words used in the singular or in the plural respectively include both the plural and singular, words denoting males include females and words denoting persons include individuals, firms, associations, companies, trusts and corporations unless a contrary intention is to be inferred from or required by the subject matter or context. All the powers and provisions of the Trust herein contained shall take effect and be construed according to the laws of the Commonwealth of Massachusetts.

Section 16: Recording

This Declaration of Trust shall be recorded with the Middlesex South Registry of Deeds and the Registry District of the Land Court.

Section 17: Amendments

This Declaration of Trust may be amended from time to time except as to those provisions specifically required under G.L. c.44, §55C, by an instrument in writing signed by a majority of the Trustees and approved at a meeting called for that purpose, and approved by the Board of Selectmen, provided that in each case, a certificate of amendment shall be recorded with the Registry of Deeds and the Registry District of the Land Court.

Section 18: Record to be Conclusive; Certificate as to Facts

Every contract, deed, mortgage, lease and other instrument executed in compliance with Section 8, as appears from instruments or certificates recorded with the Registry of Deeds and Registry District of the Land Court to be Trustees hereunder shall be conclusive evidence in favor of any person relying thereon or claiming hereunder, 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 Section 8 hereof and instruments of amendment pursuant to Section 17 and an instrument of termination pursuant to Section 12 hereof shall be conclusive only if it appears that the delegations, amendments or
termination have been executed by a majority of the Trustees. Any person dealing with the Trust property or the Trustees may 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.

Section 19: Titles

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

IN WITNESS WHEREOF the said Selectmen have hereunto set their hands and seals on the day and year first hereinabove set forth.

TOWN OF LITTLETON
By its Board of Selectmen,

Joe Knox, Chairman

Cynthia Napoli, Vice-Chairman

Chase Gerbig, Clerk

Chuck DeCoste, Member

Paul Glavey, Member