



# Town of Duxbury, Massachusetts

## Office of the Town Clerk

### **DUXBURY TOWN MEETING PERFORMING ARTS CENTER ALDEN STREET DUXBURY MARCH 9, 2013 at 9 am**

Annual Town Meeting was called to order on Saturday, March 9, 2013 at 9:05 AM and recessed at 9:15 AM for the Special Town Meeting which started at 9:17 AM and adjourned at 11:20 AM, at which time the Annual Town Meeting began and was recessed for lunch at 12:15 PM until 1:15 PM and continued and adjourned at 5 PM until Monday, March 12, 2013 at 7:03 PM and recessed at 11:00 PM until Tuesday, March 13, 2013 at 7:02 PM and adjourned sine die at 9:00 PM. The Meeting was held at the Performing Arts Center on Alden Street.

#### **Article 29 - Amend General By-Laws - Combine Duxbury Affordable Housing Trust & Duxbury Local Housing Partnership - Moved and seconded that the Town:**

1. Amend the General By-Laws by deleting Chapter 6.14 in its entirety;

AND

2. Amend the Town of Duxbury Affordable Housing Trust, established pursuant to the provision of M.G.L. Chapter 44, Section 55C at the Duxbury 2008 Annual Town Meeting as follows:

(Such amendments as illustrated in the text of the Affordable Housing Trust, with deletions shown as interlineations and additions shown in italics )

#### TOWN OF DUXBURY AFFORDABLE HOUSING TRUST

Pursuant to a vote at the Duxbury 2008 Annual Town Meeting and pursuant to the provisions of M.G.L. c. 44 Section 55C adopted at the Duxbury 2008 Annual Town Meeting, the Town of Duxbury hereby establishes the Town of Duxbury Affordable Housing Trust for the benefit of all of the inhabitants of the Town of Duxbury in the manner and under the terms and conditions set forth herein.

#### ARTICLE FIRST: Name of the Trust

The trust shall be called the "Town of Duxbury Affordable Housing Trust", herein referred to as the Trust.

#### ARTICLE SECOND: Purpose

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

ARTICLE THIRD: Tenure of Trustees

There shall be a Board of Trustees consisting of ~~five-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 Duxbury shall be eligible to hold the office of Trustee. ~~The Chairman of the Town of Duxbury 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 two of the initial trustee appointments shall be for a term of one year. Trustees may be reappointed by the Board of Selectmen for succeeding terms, and there is no limit on the number of terms which 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 grossly negligent or detrimental to the Town of Duxbury or the Trust.

ARTICLE FOURTH: 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, G.L. Chapter 39, Sections 23A, 23B and 23C G.L. Chapter 30A, Sections 18 through 25. A quorum at any meeting shall be a majority of the Trustees qualified and present in person. Minutes of all meetings shall be recorded and filed with the Town Clerk in accordance with the provisions of the Open Meeting, M.G.L. Chapter 39, Sections 23A, 23B and 23C G.L. Chapter 30A, Sections 18 through 25.

ARTICLE FIFTH: Powers of Trustees

The Powers of the ~~Trust~~ Trustees shall be the following, except that any purchase, sale, lease, exchange, transfer or conveyance of any interest in real property is subject to 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 ordinance or bylaw or other ordinance or by-law;

(2) to purchase and retain real or personal property, including without restriction investments that yield a high rate of income or no income, *provided that any such real property purchases be subject to approval by a majority of the Board of Selectmen;*

- (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 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 carry property for accounting purposes other than acquisition date values;
- (11) to make distributions or divisions of principal in kind;
- (12) to ~~comprise~~ 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 state statutes, to continue to hold the same for such period of time as the Trust may deem appropriate;
- (13) to manage or improve real property and to abandon any property which the Trust determines not to be worth retaining;
- (14) to hold all or part of the Trust property uninvested for such purposes and for such time as the Trust may deem appropriate; and

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

*(16) to implement recommendations of various planning studies related to affordable housing;*

*(17) to seek funding resources for affordable housing and promote public and private efforts to increase and improve the affordable housing stock in the Town of Duxbury;*

*(18) to provide grants or loans to assist low- or moderate-income homebuyers to purchase or homeowners to rehabilitate a dwelling unit in the Town of Duxbury; and*

*(19) to consult with the Board of Selectmen with respect to expenditures of the Affordable Housing Trust Fund established by Chapter 112 of the Acts of 2005.*

#### ARTICLE SIXTH: 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 Duxbury zoning by-law, 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 Duxbury 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 Article Fifth 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 Duxbury Town Meeting.

#### ARTICLE SEVENTH: 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 expenditures by the Trust to any one party in a cumulative amount exceeding \$100,000.00 or donations to any charitable organization by the Trust shall also be approved by the Board of Selectmen prior to finalizing the transaction.

#### ARTICLE EIGHTH: Liability

Neither the Trustees nor any agent or officer of the Trust shall have the authority to bind the Town of Duxbury, except in the manner specifically authorized herein. The Trust is a public employer and the Trustees are public employees for the purposes of M.G.L. Chapter 268A. The Trust shall be deemed a municipal agency and the Trustees special municipal employees for the purposes of M.G.L. Chapter 268A.

#### ARTICLE NINTH: Taxes

The Trust is exempt from M.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.

**ARTICLE TENTH: Custodian of Funds**

The Town of Duxbury Treasurer shall be the custodian of the funds of the Trust. The books and records of the Trust shall be audited annually by the Town of Duxbury's auditor in accordance with accepted accounting practices for municipalities. Costs associated with the independent audit shall be born by the Trust.

**ARTICLE ELEVENTH: Governmental Body**

The Trust is a governmental body for purposes of ~~Sections 23A, 23B and 23C and M.G.L. Chapter 39~~ G.L. Chapter 30A, Sections 18 through 25.

**ARTICLE TWELFTH: Board of the Town**

The Trust is a Board of the Town for purposes of M.G. L. Chapter 30B and Section 15A of M.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 said Chapter 30B.

**ARTICLE THIRTEENTH: Duration of the Trust**

This Trust shall be of indefinite duration until terminated by a vote of the Duxbury 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 Duxbury 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 Duxbury. The powers of the Trustees shall continue until the affairs of the Trust are concluded. Once the Duxbury Town Meeting has voted to terminate the Trust, all financial transactions made on behalf of the Trust shall be approved by the Board of Selectmen.

**ARTICLE FOURTEENTH: 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.

**ARTICLE FIFTEENTH: 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.

**ARTICLE SIXTEENTH: 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 Duxbury. 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.

Annual Town Meeting  
March 9, 2013  
Certification of Article 29

**ARTICLE SEVENTEENTH: Amendments**

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

**ARTICLE EIGHTEENTH: Conflicts of Interest**

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

**ARTICLE NINETEENTH: Trustee Agreements**

Trustees will be required to execute an agreement with the Trust at the time of their appointment by the Board of Selectmen outlining their roles and responsibilities in accordance with the provisions of the Trust. Such form of agreement shall be developed by the Board of Selectmen and approved as to form by the Duxbury Town Counsel.

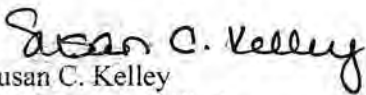
**ARTICLE TWENTIETH: Annual Report**

The Trustees shall prepare an annual report describing the activities of the Trust on a fiscal year basis beginning on July 1 and ending on June 30. The annual report shall be submitted to the Duxbury Board of Selectmen by August 1 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 to 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. Twenty copies hard copies and an electronic copy of the annual report shall be submitted to the Board of Selectmen.

Moved and seconded to amend the Duxbury Affordable Housing Trust, Article FOURTH: Meetings of the Trust, to re-insert the first line "The Trust shall meet at least quarterly at such time and at such place as the Trustees shall determine". **Motion carried to amend the Article.**

**Main motion carried as amended.**

A true copy, Attest:

  
Susan C. Kelley  
Duxbury Town Clerk