



Rules of the City of Boston & AFSCME Council 93 Housing Trust



Rules of the City-AFSCME Housing Trust

I. Background and Purpose of the Trust.....pg. 2

II. Source of Trust Funds.....pg. 2

III. Definitions.....pgs. 2-3

IV. Procedures for the Organization and Structure of the Trust.....pgs. 3-7

- A. Structure and Staffing of the Trust
- B. Procedures for Meetings of the Trust
- C. Procedures for Collecting Payments due to the Trust
- D. Procedures for Managing Trust Contributions

V. Procedures and Criteria for Distribution of Funds.....pgs. 7-12

- A. Determination of Funds Available for Distribution
- B. Authorization Needed Prior to Distribution of Funds
- C. Procedures for Application for Benefits
 - 1. Eligible Applicants
 - 2. Eligible Uses

VI. Procedures and Criteria for Review of Applications.....pg. 13

- A. Review Procedures
- B. Review Criteria

VII. Procedures for Obligation and Use of Funds.....pg. 13

VIII. Amendments of Rules and Regulations.....pg. 13

IX. Conflict of Interest.....pg. 13

I. Background and Purpose of the Trust

Through a Side Letter of Agreement between the City of Boston (the City) and the American Federation of State, County, and Municipal Employees, Council 93 (the Union or AFSCME), dated August 2, 2004, the CITY and AFSCME agreed to jointly create and administer a housing trust fund to assist lower paid AFSCME employees with the high cost of housing in Boston.

Pursuant to the Side Letter of Agreement, on August 2, 2004, the City and AFSCME executed a Trust Agreement and Declaration Trust. These Rules and Regulations have been developed jointly by the Trustees to clarify the procedures and criteria through which the Trust will operate.

II. Source of Trust Funds

The trust shall be funded through a one-time contribution by the City of \$525,000 and ongoing contributions by the City of five cents (.05¢) per hour worked (including overtime and paid vacation time) for each AFSCME employee. Both the initial contribution and the ongoing shall be made in accordance in the Side Letter of Agreement executed by the City and the Union on August 2, 2004 and the Trust Agreement executed on April 19, 2005 as further defined in Section 2C below.

III. Definitions

A. The term “First Time Homebuyer” shall mean any member-applicant who has not had an ownership interest in a residential property at any time during the previous 5 years.

B. As used herein, the term “First Time Homebuyer” shall mean a homebuyer(s) who has not purchased a residential property; provided however, exceptions may be made on a case-by-case basis for such situations as a divorced single-parent who owned a home with an ex-spouse (“displaced homemaker”) or a person who inherited a property which is not their primary residence. Documentation must be provided and be approved by the Trustees.

C. The term “Income” shall mean the AFSCME member’s current Grade and Step Placement on the AFSCME/City of Boston wage scale as set forth in the Collective Bargaining Agreement excluding overtime, special payments, bonuses etc. AFSCME Council 93 will verify the Grade and Step placement at the time of the application for Home Buyer Benefits. This information must be updated if the application is not acted upon within six (6) months¹.

D. The term “approved Homebuyer Education Course” is a homebuyer course offered by the City or a non-profit organization under the guidelines of the City of Boston, Department of Neighborhood Development, and Homebuyer Services Division.

E. The term “the City” shall mean the City of Boston.

F. The term “Union” shall mean the American Federation of State, County, and Municipal Employees, Council 93, AFL-CIO.

¹Applicants will be advised that different definitions and criteria (i.e. a different definition of “Income” may apply if the applicant intends to also seek Home Buyer assistance from other City sponsored housing programs. Those other programs may require additional information from the applicant.

G. The term “Side Letter of Agreement” shall mean the Side Letter of Agreement executed by the City and the Union on August 2, 2004 that establishes the basis of the AFSCME Affordable Housing Trust Fund.

H. The term “Trustees” shall mean the Trustees appointed by the Union and by the City, as long as they remain trustees, and their successors designated in the manner determined.

I. The terms “Agreement and Declaration of Trust” and “Trust Agreement” shall mean the instrument, including any amendments thereto and modifications thereof, executed on April 19, 2005, creating the AFSCME Affordable Housing Trust Fund.

J. The terms “Trust Fund” or “Fund,” or “City of Boston-AFSCME Council 93, AFL-CIO Housing Trust Fund” shall mean the trust fund established by the Trust Agreement and administered pursuant to the provisions of the Trust Agreement and these Rules and Regulations.

K. The term “AFSCME Employee” shall mean a person employed by the city within the bargaining units (AFSCME, AFL-CIO, Council 93, Locals 230, 296, 445, 703, 783, 787, 804, 944, 1198, 1526, 1631, 1892, 2814) represented by the Union and for whom the City is required to make a contribution to the Fund.

L. The term “Initial Contribution” shall mean the \$525,000 initial contribution of money made by the City to the Fund.

M. The term “Ongoing Contributions” shall mean the sums of money paid by the City to the Fund on an ongoing basis equal to \$.05 per hour worked (including overtime and paid vacation time) per AFSCME employee commencing upon the execution of the Trust Agreement.

N. The term “Rules and Regulations” shall mean this instrument.

O. “Member in Good Standing” for purposes of the Trust benefits requires that an applicant meet all Union membership obligations pursuant to applicable AFSCME Local and International Constitutions for at least one (1) year prior to applying to the Trust. The applicant must submit a valid letter from his/her Local or from Council 93 verifying that he/she is currently a member in good standing and has been a member in good standing for at least (1) year. A letter of good standing will be deemed valid for period of (6) months from its date of issue.

IV. Procedures for the Organization and Structure of the Fund

A. Structure and Staffing of the Trust

1. Co-Chairs of the Trust: As stated in the Trust Agreement, the Mayor shall designate one of the four City trustees as Co-Chair; the Executive Director of AFSCME shall designate one of the four union trustees as Co-Chair. The term of office for the Co-Chairs shall be two years and shall expire on the second Friday in January.
2. Trust Administrative Duties: The AFSCME Council 93 Office shall process applications to the Trust. Specifically, AFSCME Council 93 will determine that an applicant for Trust funds

meets the eligibility criteria as specified in Section V of this document and will prepare applications for submission to the Trustees for acceptance and funding.

3. Other Staffing Needs: The Trustees shall determine the best method for carrying out those responsibilities that require or could benefit from staff assistance, including but not limited to the City's Department of Neighborhood Development, City's Treasury Department, City's Law Department, Mayor's Office, Office of Human Resources, Boston Redevelopment Authority, and AFSCME Council 93.

The Trust shall make best efforts to minimize the amount of Trust funds spent to pay for staffing or consulting services, so that the maximum amount of Trust funds are used to further the purposes of the Trust. The Trust anticipates that routine assistance from City departments will be provided without cost to the Trust.

B. Procedures for Meetings of the Trustees

1. Scheduling of Meetings: Consistent with Article VIII, Section 1 of the Trust Agreement, the Trustees shall, at a minimum, hold regularly scheduled meetings quarterly. The first meeting of each calendar year shall be the Board's "annual meeting." The Trustees may also meet at other times as may be designated for special meetings by either chairperson.
2. Notice Provisions: Consistent with Article VIII, Section 1 of the Trust Agreement, any regularly scheduled or special meeting shall be called by notice from either Chairperson and shall be received by each Trustee at least seven (7) days prior to the date scheduled for such meeting or without notice if such notice is waived by all Trustees and such waiver filed with the records of the Trustees. Such notice shall set forth the date, time and place of meeting and, if available, contain an agenda of all actions to be brought before the Trustees.
3. Actions Without Meetings: Consistent with Article VIII, Section 5 of the Trust Agreement, as amended, action of the Trustees may be taken without a meeting of the Trustees. The process for such action is as follows:

Applications for Trust Benefits – Special Procedures for “Action without a Meeting”

The following procedure shall be available with respect to review and voting on applications for Trust Program benefits between meetings of Trustees.

Any Trustee may initiate the review and approval of an Application for Trust benefits (“application”) by contacting the Trust Administrator (TA). The TA shall provide a copy of the completed application packet to each Trustee (by scanned email or by fax).

Each Trustee shall endeavor to review the application as soon as practicable.

Each Trustee shall respond by means of email (whenever possible) – or by phone or fax if email is not available – with his/her vote to approve or disapprove the application. The TA shall be responsible to collect and tally the votes and to determine if the vote is approved or denied.

Vote/Quorum Required to Approve:

An Application shall be deemed approved by the TA, provided that:

- at least two (2) Union and two (2) City Trustees must have cast votes; and
- there must be two (2) affirmative votes cast by City Trustees and two (2) affirmative votes cast by Union Trustees for an application to be considered approved through this process and
- a majority of the total votes cast must be in the affirmative, to approve the application, for an application to be considered approved through this process.

Deadline for Voting: Trustees shall cast their votes by 4 p.m. on the second business day following receipt of the application packet.

The final vote tally shall be conducted by the TA at 4 p.m. on the second business day following the sending out of the application to the Trustees.

If Trustees email back with questions during the initial two (2) day review period, the TA shall make every effort to secure the answers to such questions and to provide such information to all Trustees.

A Trustee may change his/her initial vote, provided they do so before 4 pm on the second business day following receipt of the application, if the information comes to light which he/she feels warrants such a change. In any instance of a changed vote, such a change must be made in writing (i.e. by fax or email to the TA).

Extension of Voting Deadline

In the event it takes longer than two (2) business days to secure the answer to a Trustee's question about an application, then the deadline for voting will be automatically extended for 1 additional business day.

To Table:

A vote on an Application pursuant to these Special Procedures may be tabled by either of the Co-Chairs (or by either co-chair's designee²), provided the Co-Chair (or designee) makes such motion prior to expiration of the time allotted for voting on the particular application.

Reconsideration of Application at a Meeting:

Nothing herein shall prohibit an application that is not approved through the above described process from being presented for consideration at a future meeting of the Trustees.

Either Chairperson may initiate the Action Without Meeting procedure at any time.

4. Meeting Attendance: Meeting attendance by Trustees at all scheduled meetings is mandatory.
5. Quorum: Consistent with Article VIII, Section 2 of the Trust Agreement, a quorum shall be constituted at each meeting if at least fifty (50) percent of the existing City Trustees are present in person and at least fifty (50) percent of the existing Union Trustees are present in person.

6. Voting: Consistent with Article VIII, Section 3 of the Trust Agreement, each Trustee shall be entitled to one (1) vote on each matter brought before the Trustees. However, if a Trustee is absent or there is a vacancy in a Trustee position, each Trustee from the missing Trustee's side (City or Union) who is present, may vote a pro rata share of the vote of the absent Trustee. For example, if one (1) City Trustee is absent, the three (3) City Trustees who are present will each have 1 and 1/3 votes, and if two (2) City Trustees are absent, the two City Trustees who are present will each have two (2) votes. Action by the Trustees shall be valid and binding only if taken by a majority vote at a meeting where a quorum, as defined above, is present, or if the action is taken consistent with the procedure defined in Section 8.5 of the Trust Agreement.

7. Minutes: consistent with Article VIII, Section 4 of the Trust Agreement, minutes of all meetings shall be kept, but not necessarily verbatim. Minutes shall not become official records of the Trust until accepted by a vote of the Trustees as provided for in Section 6 above.

C. Procedures for Collecting Payments Due to the Trust

1. Initial Contribution

The Initial Contribution shall be paid to the Trust manager by check drafted by the city of Boston made payable to the AFSCME Housing Trust Fund effective upon the full execution of the Trust Agreement.

2. Ongoing Contributions

Commencing upon the execution of the Trust Agreement, on the last day of every month, the City shall submit its ongoing contribution for the previous month to the Trust Manager by drafting a check made payable to the AFSCME Housing Trust Fund.

Consistent with Article V of the Trust Agreement, the City Auditor shall determine the number of hours worked (including overtime and aid vacation time) by AFSCME employees each month.

Consistent with Article V of the Trust Agreement, the City Auditor shall calculate the City's ongoing contribution by multiplying the number of hours worked by AFSCME employees each month by five cents.

Upon request, the City Auditor shall provide the Trustees with the information relied upon to make the above calculation.

²Either Co-chair may designate, by email, one person to act as their designee for purposes of this Action without a Meeting process. Such a designation is not valid however for any other Trust purposes, unless executed in writing and delivered to the other Co-Chair pursuant to Article III (and any amendments thereto.)

D. Procedures for Managing Trust Contributions

Consistent with Article III of the Trust Agreement, the Trust Manager shall be responsible for maintaining the financial and other records of the Trust and administering the Trust property for the purpose of preserving or enhancing the Trust property, with all the rights and privileges pertaining to Trust management which are granted to a trustee by the law of the Commonwealth of Massachusetts, unless otherwise restricted by the terms of this Trust.

Subject to the instructions and at the direction of the Trustees, the Trust Manager shall be responsible for the investment and re-investment of all or any part of the assets of the Fund.

V. Procedures and Criteria for Distribution of Funds

A. Determination of Funds Available for Distribution

Prior to the Trustee's annual meeting each January, the Trust Manager shall prepare a report of the funds currently available to the Trust and the funds expected to become available to the Trust during the calendar year. Funds currently available shall include funds previously accepted by the Trust but not yet expended, plus any interest earned on such funds. Funds expected to become available shall include up to ten percent (10%) of the Trust corpus as of January 1 of each year and the anticipated ongoing contributions for the same calendar year.

At the annual meeting, or at a subsequent meeting of the Trust, the Trustees shall determine what amount of these funds it is in the best interest of the Trust to distribute in that calendar year. In making this determination, the Trustees shall consider, among other factors, the amount of funds expected to be available in the current year and subsequent years, the number of benefit applications received in prior years and the number of benefit applications anticipated in the current calendar year.

B. Authorization Needed Prior to Distribution of Fund

The Trust Manager shall only be authorized to distribute funds upon her receipt of written authorization signed by both Co-Chairs. At a minimum, the written authorization shall name the beneficiary of the trust funds, the precise amount of the funds intended for distribution, the authorized use of and the recipient of the trust funds. (Note: in §5, the eligible participant must fully and accurately complete the benefits form published by the Trustees.)

C. Procedure for Application for Benefits

1. Eligible Applicants

Members of qualifying AFSCME Locals (as defined in Section III. K above) who are in good standing (as defined in Section III. O above) and whose Income (as defined by Section III. B above) is no more than 120% of the "Boston Metropolitan Area"³ median income or median

income based on family size, as defined by the U.S. Department of Housing and Urban Development (HUD), whichever is greater, are eligible to apply for Trust funds.

Members with any outstanding debt owed to the Trust will be ineligible to receive any benefit the Trust offers until the Trust is made whole.

2. Eligible Uses

The purpose of the Trust is to assist eligible employees with the high cost of housing in the city of Boston. To that end, eligible uses include home buying assistance, assistance with mortgage payments, assistance with rent payments, emergency assistance for unexpected housing related expenses, home improvement assistance, and foreclosure assistance.

Program Concepts

Basic Program

Homebuyer Program

For new homebuyers: members can qualify for assistance that will be used by the lender to the maximum benefit of the borrower. This includes down payment and closing cost assistance, and use of funds to reduce the interest rate on the mortgage loan or pay mortgage insurance premiums. Trust funds are sent to the lender prior to the loan closing (except in the case of a reimbursement).

NOTE: funds for MI premiums would also be sent to the lender who will credit it and make the MI premium.

First-Time Homebuyers are eligible as defined in Section III. A and B above. The benefit level is set annually by the Trustees in the budget process.

Second-Time Homebuyers who are purchasing a new primary residence within the City are also eligible for a reduced home buyer benefit pursuant to rules adopted by the Trustees through the budget process.

Applicants must complete the City of Boston, Department of Neighborhood Development Homebuyer 101 Course, as referenced in Section III.D. above, before receiving funds from the Trust.⁴ [Exception to the Homebuyer Course requirement will be made for the applicants for Reimbursement for home purchases made between June 1, 2004 and April 15, 2006. These applicants will have until July 15, 2006 to apply for Reimbursement from the Trust for a purchase made during the period of June 1, 2004 to April 15, 2006. The time limit for this reimbursement may be extended by the Trustees, provided funds are budgeted.

³Or the current standard that is used by the City of Boston in administering its Affordable Housing Programs.

Applicants cannot have any outstanding debt with the Trust (such as outstanding loans).

Beneficiaries are also required to complete the City of Boston, Department of Neighborhood Development Home Owners 201 Course within one (1) year of purchase. [Exception to the Home Owners 201 Course requirement will be made for the applicants for Reimbursement for home purchases made between June 1, 2004 and April 15, 2006 to the extent that such applicants for Reimbursement will have one (1) year from the date they received Reimbursement from the Trust to complete the Home Owners 201 Course.]

Applicants should fill out an initial application for Homebuyer benefits from the Trust as⁵ early as possible in their home buying process. Applicants will be given a “Reservation” letter stating the application has been reviewed by the Trust and stating that eligibility for benefits has been established.

Reimbursement for Home purchases made any time after April 15, 2006: members may apply for reimbursement of the Homebuyer benefit. Such application must be made within ninety (90)⁶ days of purchase. Payment from the Trust will be made to a bank, credit union, mortgage company, attorney, or to the individual applicant. The regular Homebuyer 101 and Home Owner 201 Course requirements apply to these applicants for Reimbursement.

Applicants will be strongly encouraged to use a lender from the list of “Participating Lenders” as updated by the Department of neighborhood Development periodically.⁷ The goals of the Trust include fostering sustainable, affordable housing for resident City workers. To that end, the Trust shall actively discourage predatory lending practices. If applicants for benefits do not utilize a lender from the list of “Participating Lenders,” then they may be required to attend additional loan/credit counseling.

The Benefit is a deferred, forgivable loan, secured with a mortgage on the property. If the beneficiary occupies the home as his/her principal residence for a period of 10 years, then the loan will be forgiven. Otherwise, repayment of this benefit occurs at the time the property is transferred or sold or is no longer maintained as the beneficiary’s principal residence before the end of ten (10) years, whichever comes first. The portion of the benefit which can be forgiven shall be prorated (10% per year).

Amount of Benefit: Union members meeting all other application criteria established herein will receive the benefit level as established in the most recently adopted annual budget of the Trustees. The Trust shall also pay the cost of registering the Note and Mortgage with the Suffolk County Registry of Deeds.

⁴Applicants who did not participate in the HB 101 course may be required to submit the complete terms of their mortgage for review by the Trustees prior to approval for benefits and may be referred for additional counseling.

⁵Participants in the Trust who previously received the Home Buyer Benefit of \$5,000.00 shall have their “forgiveness period” reduced to a total of five (5) years effective March 7, 2007.

⁶Exceptions to or extensions of the ninety (90) day time limit may be approved by the trustees, provided funds are budgeted.

⁷Applicants will qualify for additional benefits and discounts if using a “Preferred Lender.”

Rental Assistance Program

For Renters: Members can qualify for funds to be used to rent new apartments, typically for first and last month's rent. Members must produce proof that it is a "new" rental, (i.e., previous and new lease or utility bills showing new address or letter from landlord).

This benefit will become effective on January 1, 2006.

Members may apply for reimbursement of the Rental benefit. Such application must be made within ninety (90)⁸ days of renting.

The Rental Assistance funds will be in the form of a 0% interest loan up to a maximum of \$2,500.

Employees applying for any loans from the Trust must be eligible to and must enroll as members of the City of Boston Credit Union. Please note that the Trust will determine eligibility for loans, not the Credit Union. Loan repayments to the Credit Union will be payroll deducted. The Trust will guarantee the loan and will pay the cost of administering it, including the administrative costs and/or the cost to reduce the interest rate.

The Loan must be repaid within three years from the time of award. The Credit Union may recommend extending the repayment term beyond three (3) years based on the applicant's ability to repay.

A member cannot receive a new loan until he/she has repaid any previous loan.

All Rental Assistance and Emergency Loans become due and payable if the member leaves AFSCME and/or leaves City of Boston employment.

Emergency Assistance Program

Emergency Funds:

Both homeowners and renters can qualify for emergency loan assistance to cover housing related expenses. This benefit will become effective on January 1, 2006.

Members may apply for reimbursement of the Emergency benefit. Such application must be made within 90 days⁹ of the Emergency.

⁸Exceptions to or extensions of the ninety (90) day time limit may be approved by the trustees under extenuating circumstances, provided funds are budgeted.

⁹Exceptions to or extensions of the ninety (90) day time limit may be approved by trustees under extenuating circumstances, provided funds are budgeted.

Such emergencies may include instances when an AFSCME employee's household experiences an unexpected loss of income because of unemployment of a spouse/partner, illness, or death of a spouse/partner wage earner, or an unexpected home repair or unexpected housing related expense (i.e. high heating bills). Eligible members who own a multi-family property may also be eligible due to a loss of rental income. Documentation of the emergency will be required at the time of application such as repair estimates, bills, or and/or a signed description of the circumstances.

Benefit will be paid by check from the City of Boston Credit Union to the employee.

The Emergency Assistance funds will be in the form of a 0% interest loan of up to a maximum of \$2,000.

Employees applying for any loans from the Trust must be eligible to and must enroll as members of the City of Boston Credit Union. Please note that the Trust will determine eligibility for loans, not the Credit Union. Loan repayments to the Credit Union will be payroll deducted. The Trust will guarantee the loan and will pay the cost of administering it, including the cost to write down the interest rate.

The Loan must be repaid within three (3) years. The Credit Union may recommend extending the repayment term beyond three (3) years based upon the applicant's ability to repay.

Homeowners who have received the Trust's Homebuyer Benefit must wait one (1) year from the date of their receipt of the Homebuyer benefit before they are eligible to apply for the Emergency Fund. Exceptions to the one-year period may be made upon approval of the trustees, provided that funds are available.

A member cannot receive a new loan until he/she has repaid any previous loan.

All Loans become due and payable if the member leaves AFSCME and/or leaves City of Boston Employment.

Home Improvement Program

This benefit is designed to pay for housing related home improvements, which may include but are not limited to: remodeling, masonry, carpentry, painting, windows, electrical work, plumbing, roofing, HVAC repair, and fencing. Documentation of the housing related home improvement will be required at the time of the application and may include repair estimates, work proposals, and/or invoices.

There are two parts to the benefit, a 0% interest loan of up to \$4,000.00 and a grant of up to \$1,000.00. You may apply for either or both the loan and the grant.

The City of Boston Employees' Credit Union will lend funds to AFSCME members. The Trust will pay the costs associated with the originating and servicing of the loan. Once Trustees of the Trust have approved the loan, the member will complete the Credit Union application and arrange for the Credit

Union to structure a repayment plan through a payroll deduction. The loan must be repaid within three years.

The funds will be issued by the Credit Union to employee, or to the contractor at the employee's discretion.

The AFSCME member agrees to repay the loan in its entirety regardless of employment status with the City of Boston.

A member cannot reapply for the Home Improvement loan assistance until any prior loan has been repaid.

You may apply for one (1) grant per calendar year.

You are eligible to receive your grant money only when you submit the grant release form or submit an initial application that has attached your paid receipts totaling up to the maximum of \$1,000.00.

Reimbursement: Members may apply for reimbursement for any work done after January 1, 2007.

- a) Once work has begun or has been completed, the member must fill out the home improvement grant release form and attach receipts in order to be eligible for the grant funds;
- b) Member submits the completed Grant Release Form and receipts to the Trust Program Administrator at AFSCME, Council 93. You may only submit this form once, so be sure to include all receipts totaling up to the maximum amount of \$1,000.00 or else you will not receive the full amount;
- c) Once the grant release form and receipts have been received by the Trust Program Administrator, a Trust Fund check will be issued to the business, individual or employee, at the employee's discretion for the amount spent on housing related improvements up to the maximum of \$1,000.00.

Changes and New Programs:

The specific program benefit levels discussed above may be amended from time to time by vote of the Trustees, usually through their annual budget process. Copies of said budgets shall be distributed to all Trustees and attached hereto these Rules and regulations.

New Programs may be developed and adopted by the Trustees from time to time, usually through the adoption of the annual budget. Copies of said budgets shall be distributed to all trustees and attached hereto these Rules and Regulations.

VI. Procedures and Criteria for Review of Applications

A. Review Procedures

Applications will be initially reviewed by the AFSCME Council 93 Metro-Boston Office for eligibility with these Rules and Regulations and for completeness. AFSCME Council 93 shall make best efforts to assist members to complete the application process.

The AFSCME Council 93 Metro-Boston Office will forward all applications to the Trustees for their approval with a determination of eligibility from AFSCME Council 93.

The Trustees will not vote on applications deemed incomplete by AFSCME Council 93.

VII. Procedures for Obligating and Use of Funds

A. Letter of Award

The Trust shall notify members selected to receive Trust monies through an award letter. The award letter shall indicate the amount of the award, the purpose of the award, the date the awardee can expect the funds to be available and the recipient of the funds. Typically, funds to cover home buying costs will be issued to the lender, attorney, or individual beneficiary; funds for rental and emergency assistance will be payable to the individual beneficiary.

VIII. Amendments of Rules and Regulations

These rules and regulations may be amended at any time by vote of the Trustees conducted pursuant to Article VIII of the Trust Agreement. No Amendment shall be inconsistent with the terms of the Trust Agreement.

IX. Conflict of Interest

No Trustee who is also an applicant for any benefits from the Trust shall participate in any manner whatsoever in the processing, voting, or evaluation of his/her application for Trust benefits and shall recuse him/herself from any proceedings regarding such.