



Serving The Community Since 1944

Administrative Offices

One Eddy's Lane
Troy, NY 12180

Phone: (518) 273-3600
Fax: (518) 274-6633

TO: Taylor Apartment Tenants & the existing Taylor Apartment Tenant Association

FROM: Troy Housing Authority (THA) and Pennrose, LLC (Pennrose)

RE: Proposed amendments to the John P. Taylor Apartments Memorandum of Understanding (MOU)

DATE: September 8, 2021

CC: Jacqueline Molinaro-Thompson, Director, Pittsburgh Office of Public Housing
Acting Director, Buffalo Office of Public Housing

We have received and reviewed the proposed amendments to the John P. Taylor Apartments Memorandum of Understanding (MOU) that were originally provided on January 5, 2021 and discussed in a telephone call with Bernice Burke, a current resident of John P. Taylor Apartments and an officer in the current Tenant Association, and Todd Arena, an advocate for the tenants. Our plan was to outline our response to the proposed amendments in an upcoming meeting; however, when the project's application for 9% Low Income Housing Tax Credits (LIHTC) was not successfully funded by New York State Department of Homes and Community Renewal those plans were delayed. This information was shared with all tenants in a memo dated May 24, 2021 (enclosed as Exhibit A).

Since not receiving 9% LIHTC funding we have been diligently reviewing other funding options and discussing them with representatives at HUD and NYS HCR. Once we know the path we will take to pursue the Taylor Apartments revitalization we plan to meet with tenants to discuss any changes to the plans or processes.

We are providing these to you in advance of the upcoming community meeting on September 9, 2021 and will be available to discuss them at the community meeting.

1. In the initial paragraph of Taylor Apartment Tenants & the existing Taylor Apartment Tenant Association January 5, 2021 memo it states "we propose that the Taylor Apartments Tenants Association be strengthened by electing a new set of officers to represent the tenants as a whole, which will enable the process to better incorporate tenants concerns as a whole and ensure the process is accountable and well-organized."
 - The Troy Housing Authority and Pennrose wholeheartedly support this. However, how and when to conduct elections occurs based on your Tenant Association By Laws. The role the Housing Authority is to provide space, offer assistance on request and assure that the By Laws and HUD regulations are properly followed when conducting the election.

2. The January 5, 2021 memo then goes on to express “we propose the following amendments to the MOU as currently drafted:

i. Section 1 of the MOU shall be amended by adding to the end thereof the following:

"To ensure such input of the tenants, the tenants will organize themselves to strengthen the existing tenant council by electing new representatives to participate in regular meetings with THA and Pennrose as part of the Resident Participation Program. Such representation is not intended to relieve THA or Pennrose of their consolation obligations under applicable law or this MOU, but instead to help facilitate and coordinate input in a democratic manner."

- The Troy Housing Authority and Pennrose wholeheartedly support this and look forward to working with the democratically elected leadership of the Taylor Apartments Tenants' Association.

3. The January 5, 2021 memo follows this with a “Tenant Participation Model for THA/Pennrose Plans.”

i. Tenants will hold a new election for the Taylor Apartments Tenants Association's (TATA) five (5) positions by April 30 at the latest, with a goal of accomplishing such election by February 28. Voting will be done by ballot distributed to tenants, with a zoom meeting for candidates to answer tenant questions. The TATA positions will act as officers for the tenants at Taylor, and be empowered to represent them in all planning or negotiation meetings with Pennrose and/or THA.

- This is something the Troy Housing Authority can help facilitate by arranging for use of our Zoom account or providing space to conduct the election, provided new Covid-19 restrictions are not put in place that limit the ability to gather in groups.

ii. Pennrose and THA shall share information and convene meetings with the TATA officers with the goal of obtaining input, which will be incorporated into further revisions, on all plans and agreements that impact the tenants and their quality of life. At a minimum, this includes: the relocation plan(s), the tenant lease, and the house rules. This also includes provisions of the joint venture and/or ground lease agreements that impact tenant quality of life, including but not limited to: provisions assigning property management decision-making to particular entities. Such plans and agreements may not be considered agreed upon by the parties thereto without the prior approval of the TATA officers. TATA and the tenants of the buildings shall be considered third party beneficiaries named in all legally binding agreements between Pennrose and THA."

- The Troy Housing Authority and Pennrose can agree to consider and discuss all input from tenants and tenant leaders. We can agree to include what we can and explain why something cannot be included and why. The Troy Housing Authority and Pennrose provide professional property management and housing services to thousands of residents. We bring a significant experience and expertise to the communities we serve and want to see this project move forward for the benefit of our current and future tenants and we believe our tenants want this as well.

iii. Section 5 of the MOU shall be amended such that the words "(but in no case shall the inability to accomplish the following, or a perceived lack of striving, by a tenant be considered grounds for removal or exclusion of such tenant from a meeting, absent the unanimous consent of all other tenants present at such meeting)" are added to the end of the first sentence thereof, prior to both the colon and the succeeding closed list.

- Neither the Troy Housing Authority nor Pennrose have ever removed or excluded a tenant from a tenant meeting and we have no intent to do so. We do not see point a need to add this language to the MOU.

4. Section 6 of the MOU shall be amended by adding to the end thereof the following:

"In respect of the foregoing, the following principles must guide such participation in the aspects of the prospective transformation of the Taylor Apartment Redevelopment, and shall be considered conditions precedent to the participation of the tenants, which the TATA may not waive without a prior vote of the full membership of the tenant association (utilizing the same quorum and voting percentages established for the election of the TATA officers):

- Tenants have to be present and have participation in forming any relocation plan;
- Tenants must have a veto over the relocation plan;
- The Troy Housing Authority and Pennrose can and will review and discuss the relocation plan with tenants and incorporate their input when feasible. However, ultimately there has to be a relocation plan that conforms to State and Federal requirements in order for the project to move forward.
- Guaranteed rent at the same rate tenants pay now;
- Tenant housing costs (rent + utilities) calculation formulas will be the same (tenants will pay 30% of their adjusted income toward their housing costs). However, because tenant's income fluctuates we cannot guarantee that the rents will be the same as they are now.
- No reapplications;
- Current tenants will not need to re-apply or be screened. However, it is very likely we will need to gather income and demographic data from tenants for funding sources.
- Define "good standing";
- To be in "good standing," the tenant must not have an eviction for cause determination made against them in a court of law. Any tenant who is under legal process initiated by management for lease violations or nonpayment of rent, but has not had an eviction for cause determination rendered against them will still be in "good standing" and will be given the right to return to the completed project. A tenant who had an eviction for cause determination rendered against them, but has received a stay on the execution of the warrant of eviction by a court of law, will still be in "good standing" and will be given the right to return to the completed project, so long as the stay is in effect.
- Tenants must have a say in deciding what "good standing" means;
- See above and let us know if changes are needed.
- Provide a process for tenants to regain "good standing";
- Evicted tenants can re-apply but will need to go through the standard screening process.
- Define the process for the "right of return" to the new buildings, and give tenants a voice in creating that process;
- Our plan is to only have to move each tenant one time, from their current apartment to a brand new apartment.

- Provide documents in languages so that all tenants can understand them;
 - We provide materials in English and Spanish. If something else is needed please let us know.
- Provide language access at all meetings;
 - We have a Spanish speaking interpreter attend meetings to assist tenants in understanding. If something else is needed please let us know.
- Heat/hot water must be included in the rent;
 - Tenant housing costs (rent + utilities) calculation formulas will be the same (tenants will pay 30% of their adjusted income toward their housing costs). However, because tenant's income fluctuates we cannot guarantee that the rents will be the same as they are now.
- Total utility cost must be affordable (so affordability should not be based on rent alone);
 - Tenant housing costs (rent + utilities) calculation formulas will be the same (tenants will pay 30% of their adjusted income toward their housing costs). However, because tenant's income fluctuates we cannot guarantee that the rents will be the same as they are now.
- Amenities will be an option for tenants (e.g., tenants may bring their own washer/dryer and receive a credit in respect of the same for the cost saving to Pennrose);
 - Reasonable accommodations will be considered on a case-by-case basis.
- Code of conduct for management to follow;
 - The responsibilities of the landlord and tenant will be covered in the lease. Staff should always work with tenants in a professional manner.
- "House rules" must have tenant input;
 - Tenant rights, responsibilities and obligations will be set in the standard lease. House rules generally go above and beyond the lease language and are developed in collaboration with management and the tenants.
- Restorative justice practices included in house rules;
 - We will research this and respond after researching.
- Create a "tenant advocate" to help tenants with lease and recertification issues;
 - Tenants are welcome to have an advocate join them during these processes and often do.
- New elections for tenant commissioner;
 - Tenant Commissioner Elections are governed by HUD regulations and NYS Public Housing Law and cannot be altered by the Troy Housing Authority and Pennrose

- Commitment to long-term affordability (including the percentage of units that are low- income and an agreement on annual rent increases).
 - Current and anticipated funding sources will require a commitment to long-term affordability. The number of assisted tenants at Taylor will not decrease and, in fact, we may be increasing the number of affordable units overall. The New York State Housing Finance Agency requires a 40-year regulatory term and HUD requires a 20-year term per its RAD use agreement. The units must stay affordable during the term of the regulatory agreements.