



JOHN P. TAYLOR APARTMENTS MEMORANDUM OF UNDERSTANDING

This is a Memorandum of Understanding ("MOU") between the Troy Housing Authority ("THA") and Pennrose, LLC ("Pennrose") (hereafter collectively the "Developer"), the Taylor Apartments Tenant Association ("Taylor Tenants") and REACT, Inc., the city-wide resident organization for all Troy Housing Authority tenants (REACT). The Developer and Taylor Tenants shall together be known as the Parties. The existing Taylor site includes two occupied towers totaling 125 units, two vacant housing towers, a community building, and other improvements (the "Property"). Most improvements currently on the Property are over 50 years old, and the Parties acknowledge that a major physical transformation is needed at the Property to replace the aging and outdated infrastructure. The Developers propose a large-scale redevelopment of the Property that would include a phased demolition of the existing Taylor buildings and improvements and the construction of new mixed-use buildings comprised of a one-for-one replacement of affordable housing units for existing Taylor residents, additional residential units affordable to a mix of different incomes, diverse retail and commercial spaces, open space and amenities for building residents, and publicly accessible parkland and recreation space along the riverfront (the "Project").

This MOU sets forth the expectations of the Parties in connection with the redevelopment of the Property, with the interests of the Taylor Residents recorded as a key component to the planning and development process. During the meetings held on November 7, 2019, January 23, 2020, and February 27, 2020, the Taylor Tenants identified the following priorities to be addressed in the redevelopment of the Property:

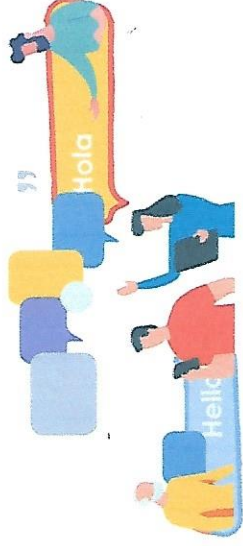
- 1 Affordability of new apartments for existing Taylor residents
- 2 Community-based services
- 3 On-site programs
- 4 Inclusive employment opportunities
- 5 Safe & diverse public open space
- 6 Healthy food access
- 7 Active transportation options

The Parties, in recognition of the priorities of the Taylor Tenants, hereby agree and consent to the following ongoing process to enable meaningful participation of the Taylor Tenants during the planning, implementation and monitoring of the Project. The Parties agree that, in connection with any redevelopment activities, and more specifically with any development activities regarding the Project, the following expectations shall be maintained:

1. The Developer is committed to securing Taylor Tenant input into the Project and will be responsible for orchestrating and funding the series of resident engagement meetings and workshops designed to facilitate communication, interaction, involvement, and exchange between the Parties in an effort to establish goals, objectives and desired outcomes for the Project's Master Plan that will guide the redevelopment (the "Resident Participation Program").
2. The Developer shall provide (i) to all Taylor Tenants notices of all public meetings involving the redevelopment of the Property; and (ii) notice of meetings with regard to the re-development of Taylor Apartments shall be made available to Taylor Tenants by fliers delivered to each apartment and posted in public places visited by the Taylor Tenants. Each such Meeting notice shall be in English and Spanish. In addition, the Developer may also provide such notices and invitations to include representatives of the Taylor Tenants (i.e. Tenant Association Officers and/or REACT, Inc. - the city-wide resident association for all Troy Housing Authority tenants).



3. The Developer shall provide completed minutes of all public meetings and distribute such **minutes to all tenants in English and Spanish**. The Developer may provide these minutes electronically or make copies available to the Taylor Tenants in the site office.



4. The Developer shall make **copies of final design and planning documents** related to the Project available for inspection by Taylor Tenants, either by inspection at the offices of the THA or by providing access to the documents electronically.

5. The Parties agree that **meaningful resident participation cannot occur without attendance by Taylor Tenants**, and all Parties will strive to conduct and participate in meetings that:

- i. Respect the views of all members of those in attendance.
- ii. Refrain from confrontational behavior and verbal and physical abuse always.
- iii. Agree to disagree and abide by the majority decisions of the participants.
- iv. Listen attentively and allow all members to have their say.
- v. Represent the views of the wider community and not seek to further one's own interests.
- vi. Respect confidentiality – where issues have been identified as confidential or members have disclosed personal information or views in the course of a meeting, such information should not be used for personal benefit nor disclosed to any third party.

- vii. Be truthful and not provide false information.
- viii. Respect the shared space of each meeting and refrain from attending while ill, or under the influence of drugs or alcohol.

6. Furthermore, to the extent possible, the Taylor Tenants shall use the **Resident Participation Program** to participate with the Developer in many aspects of the prospective transformation of the Taylor Apartment Redevelopment, which will include:

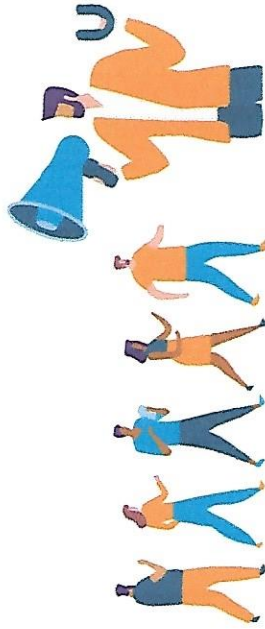
- i. The details of the major physical transformation or disposition activities that the Developer intends to undertake and the projected timeline for such activities.
- ii. The design of housing units, buildings, amenities, and common areas, including architectural design and landscaping.
- iii. Resident employment opportunities, and/or the use of resident-owned businesses in such major physical transformation or disposition activities and in future property management operations.
- iv. The future resident services, property management, security and any enrichment features affecting residents' quality of life.
- v. The level of occupancy that will be maintained at the Property prior to the start of the Project phases.
- vi. The affordability and qualifications for occupancy of the Project.
- vii. Any planned relocation, together with relocation benefits in accordance with applicable laws.



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7. The Parties will conduct meetings on a regular schedule throughout the engagement and master planning process with the Taylor Tenants with regard to the redevelopment of the Property. At these meetings, the Developer commits to updating the Taylor Tenants on the progress towards delivering the on the aims and objectives of the MOU.

8. Successful engagement under this MOU may require the Developer from time to time to share information with the Taylor Tenants that has not yet been made public and/or work that is in progress. In these circumstances this will be highlighted to the Taylor Tenants, who agree to accept the materials based on its draft status.



9. The Parties will look to communicate between themselves to ensure that accurate information about the Project is provided internally prior to distribution to members of the Press.

This MOU is fully intended to be later replaced by a final partnership agreement, signed by the Developer and Taylor Tenants, outlining how the Parties will continue to collaborate during the construction and operation of the Project.

The Parties have each authorized the signatories below to commit to the terms and the spirit of this MOU, and commit to retain an open line of communication to assure that this MOU, the redevelopment of Taylor Apartments, and the development and ultimate implementation of the Master Plan will benefit the residents.

Executed this ____th day of May, 2020

Troy Housing Authority

Pennrose, LLC

Deborah A. Witkowski

Deborah A. Witkowski
Executive Director

Dylah Salmons

Dylah Salmons
Regional Vice President

Taylor Apartments
Tenant Association

REACT, Inc.