November 21, 2017

Hon. Laurie A. Cumbo Council Member Council of the City of New York 55 Hanson Pl. Suite 778 Brooklyn, NY 11243

Dear Council Member Cumbo:

Bedford Courts LLC ("Developer") is excited by the opportunity to proceed with the redevelopment of the Bedford Union Armory ("Project"). The development will include the transformation of the historic Armory into an 112,000-square foot recreation and community center. The Armory's Head House will be preserved and will provide much needed office space for non-profits, a community event space and support space for recreation programming. The Armory's iconic Drill Shed will be converted into a recreational facility and will include three full size basketball courts, multi-sport surfaces capable of accommodating countless sport and recreation needs, and a 6-lane 25-meter swimming pool. We are working with local and New York City based sports operators to ensure the members of the local community are provided with top tier programming at free and affordable rates. The Bedford Union Armory will operate with an overarching goal of no child ever being turned away from the Armory.

The recreation and community facility is expected to be managed – subject to a management agreement – by CAMBA (www.camba.org), a non-profit agency serving Brooklyn since 1977. The Developer and CAMBA are working with local sport, recreation, wellness and fitness organizations to program the recreation facility, including after-school programs, sports, dance and literacy. The Armory will be able to provide an array of programmatic needs for a diversity of ages.

Under the terms of the ground lease with the City of New York, the Developer is required to pay an annual ground rent of \$2 million, escalating at 3% annually and independently reappraised in regular intervals. The City's ground lease requires the Developer to provide community benefits – including free or discounted user fees, facility rentals, and office space rentals. The lease establishes a minimum requirement of community benefits and motivates the Developer to deliver additional community benefits, offering \$1 in rent credit for every \$1 of community benefits. At your request, and with the agreement of the City, the Developer has agreed to several modifications to these community benefits including increasing the total minimum benefit to \$1.25 million and allowing the developer rent credit to increase up to 87.5% of annual rent (\$1.75 million). Developer nonetheless expects to exceed these community benefit ranges each year. Further details on these changes are outlined in the letter below and in the attached Exhibit A.

Since being designated as the Developer in December 2015, we have undertaken an extensive community engagement campaign including hosting meetings with community groups, holding town hall meetings, seeking input from elected officials and canvassing neighborhood businesses to understand how the Project can bring new opportunities and community benefits that truly meet the needs of the local community.

Based on this process, and after extensive consultations with you and your staff, we have agreed to make significant revisions to the Project that we believe improve the overall development and its impact on the community. These changes and other commitments we have agreed to make include the following:

Bedford Courts



- 1) Affordable Housing. The Developer agrees to the following regarding the Project
 - a) Ownership. The City will maintain fee ownership of the entirety of the Bedford Union Armory for the duration of the ground lease(s). The Developer will not include the sale of market-rate residential condominiums in the Project.
 - b) Affordable Housing¹. At least 60% of all residential units will be income restricted and regulated by the New York City Department of Housing Preservation and Development. The income tiers will be reflective of local housing needs, including:
 - 12% of units at or below 30% AMI (inclusive of formerly homeless)
 - 6% of units at or below 40% AMI
 - 6% of units at or below 50% AMI
 - 36% of units at or below 60% AMI
- 2) Increased Community Benefits. Developer shall provide community benefits to a range of individuals and organizations and make good faith efforts to ensure this range of beneficiaries reflects the needs and desires of the community. Developer will be required to provide at least 62.5% of the Base Rent (in year 1, \$1,250,000 of \$2 million) in community benefits. The Developer will continue to be incentivized to provide additional community benefits in return for a rent credit for up to 87.5% of the annual ground rent payment (in year 1, up to \$1.75 million). Further details are enclosed in Exhibit A. In consideration of the need to ramp up operations, during the first two years of recreation center operations (the "Stabilization Period"), the Developer shall make good faith efforts to reach the \$1.25 million minimum benefit, but such minimum shall not become a requirement until year 3. During the Stabilization Period, the minimum benefit shall be 25% of the annual ground rent payment for year 1 and 50% of the annual ground rent payment for year 2.

3) Additional Community Facility Space

- a) Head House. Originally the project allowed for approximately 17,430 net square feet of discount rate commercial space in the Head House portion of the Project. The Developer agrees to now lease all available space in the Head House to community facility type users at the discounted rate. Exceptions will be made for any concessionaire or any recreation provider providing services that may not fit the community facility definition. Priority will be given to organizations that directly impact the quality of life of local residents.
- b) Residential Space. The Developer further agrees to provide approximately 24,000 square feet of community facility and commercial space to be located within the residential building replacing the former stables building. The Developer acknowledges that Brooklyn Plaza Medical Center ("BPMC") has expressed an interest in occupying space in the Project, provides a vital service to the community, and that Developer desires to include BPMC in the Project. Developer will continue to work in good faith to incorporate BPMC into the Project.
- 4) Local Non-Profit Tenants. The Developer has reached tentative agreement with the following local non-profits to occupy space within the Armory's Head House & Drill Hall: Brooklyn Community Pride Center, Digital Girl Inc., Ifetayo Cultural Arts Academy, James E. Davis Stop the Violence Foundation, New Height Youth. Inc., and West Indian American Carnival Association. These tenants will benefit from significantly below market rental rates. Tenants will be charged initial annual rent of \$6 per square foot, subject to a 3% annual escalation. Today this represents a discount of approximately 80% on rent in comparison to existing market rate rents for similar

¹ The above changes are subject to a satisfactory agreement with the City of New York to provide a variety of city government financing tools to support the affordable housing program.



kinds of space in this neighborhood. Tenants will be responsible for their proportionate share of common area maintenance costs, including cleaning, utilities, security, etc. Although individual tenants' lease terms may vary to meet their needs, the office space will remain at discounted rates through-out the term of the ground lease.

- 5) Community Advisory Committee. The Developer agrees to form the Bedford Union Armory Community Advisory Committee (the "Committee"), which shall be comprised of residents and community leaders from the Crown Heights and Central Brooklyn communities. The Committee will advise on the development and programming of the Armory's recreational and community facilities during the predevelopment, construction, and operations phases of the Armory. The Committee Members will perform a number of important roles centered on conveying the needs and perspective of the community so they are best addressed in the planning, operations, and programming of the Armory's recreational facilities. Critically, the Committee will work closely with non-profit operator of the recreation center to help prioritize programming for the recreation center. The Committee will play an important role, throughout the lifetime of the Armory's recreational space, in advising on appropriate community benefit allocations and some operational matters. Further details on the Committee can be found in Exhibit B.
- 6) Programmatic Access. Members of the local community will be able to access the Armory through one or more of the numerous programs that will set up to provide free or low-cost programming (e.g. swim lessons, basketball clinics, soccer classes, coding classes, cultural groups, etc.) at the Armory. The community will also have access to the Auditorium Space, which can be used to host workshops, community meetings, art exhibits and much more.
- 7) Recreation Center General Membership. In addition, there will be monthly membership options that will allow access to the fitness rooms and open court times on the basketball and multi-sport courts within the recreational facility. The fitness rooms will be open at all hours that the Armory is open. Current minimum hours are Monday-Friday, 7AM-9PM and Saturday-Sunday, 8AM-6PM, which Developer anticipates exceeding. Fitness rooms will include fitness and exercise equipment typically found in commercial gyms. Developer will reserve up to 50% of available memberships, or a minimum of 250 memberships, for the local community and/or families in need of financial assistance. Developer agrees to work with Committee to define local boundaries and need based financial assistance thresholds. Individual discounted membership will initially cost \$10 per month, and may increase by no more than 15% every 5 years. Families will pay \$10 for each adult member, and \$8 per child under 16 years old.
- 8) <u>Historic Resources Mitigation Measures</u>. The Developer has entered into a Letter of Resolution ("LOR") with the New York City Landmarks Preservation Commission, the New York City Housing Development Corporation and the New York State Office of Parks, Recreation and Historic Preservation regarding the re-development of the Armory. The LOR required Developer to mitigate any significant adverse impacts to historic resources on the Property.
- 9) M/WBE and Local Hiring Resources. The Developer has agreed to an M/WBE participation goal of approximately 25% of the total dollar value of the trade cost in connection with the Project. In addition, the Developer has committed to enrolling in New York City's HireNYC program for construction and permanent employment. In furtherance of this goal, the Developer has retained By the Numbers Consulting Services Corp. ("BTN Consulting"), a leading provider of compliance and supportive services to housing and commercial developers, construction contractors and suppliers, and property managers. BTN Consulting is a one-hundred percent minority-owned firm headquartered in Brooklyn and works throughout New York State. Developer retained BTN Consulting to conduct specialized outreach in Central Brooklyn for the project's M/WBE and HireNYC compliance as well as to conduct local outreach events throughout the development process, including two job fairs and M/WBE capacity building workshops.
- 10) <u>Local Procurement:</u> The manager of the recreation and community facilities at the Armory will be responsible for the procurement of goods and services required to operate the Project. Developer will require the manager to use best efforts to procure goods and services locally, where financially feasible. In addition, the manager will be



- required to curate and manage a list of suggested local vendors, which will be kept up to date and provided to all tenants operating within the Armory and shared with the Community Advisory Board for feedback and input.
- 11) 32BJ SEIU Partnership. Developer has reached a tentative agreement with 32BJ SEIU allowing the original residential rental property at the Property to be staffed with union building service workers. In addition, the Developer in cooperation with 32BJ SEIU will provide local residents with the training and resources needed to become 32BJ SEIU union workers and pursue long-term career paths.
- 12) Local Development Corporation of Crown Heights (the "LDCCH"). The Developer has reached a tentative agreement with the LDCCH to serve as co-developer for portions of the Armory. The LDCCH will actively participate in the development process including the public approval, entitlement, design, marketing and leasing. The LDCCH will also play an important role in identifying local and M/WBE contractors for potential partnerships and aiding local hiring efforts throughout the construction process. Additionally, the LDCCH will play a role on the Community Advisory Committee, which will provide input on the development and programming of the Armory's recreational facility. The Developer and LDCCH are currently working in good faith to refine our agreement so as to incorporate the change in the affordable housing program described above, including the removal of the condominium portion of the Project.
- 13) Construction Wages. Wages on construction jobs vary widely from trade to trade including minimum wages. From the period beginning with commencement of construction and ending with substantial completion of construction, the Developer agrees to pay and ensure that its general contractor and all subcontractors pay the Required Wage to all construction workers on the Project. The Required Wage means (i) in the case of a worker who is offered health benefits by his or her employer, wages that meet or exceed \$18.50 per hour, and (ii) in the case of a worker who is not offered health benefits by his or her employer wages that meet or exceed \$20 per hour.
- 14) Good Neighbor and Pest Control Plan: Developer will seek to minimize impacts related to any potential increase in pest and rodent nuisance due to the construction of the Project. Developer will agree to develop and institute a Pest Control Mitigation plan during construction. In addition, Developer will appoint a point of contact for community members to share their concerns concerning potential construction impacts. Contact information will be posted on-site.
- 15) Art & Culture Programming: The Developer believes the Armory presents an opportunity to showcase art and culture from the local community and will seek ways to incorporate the arts into programming at the Armory, which may include permanent and temporary exhibits for local artists and working with local cultural organizations to display cultural pieces from Central Brooklyn's diverse neighborhoods.

16) Project Commitments Related to the Environment

- a) Traffic and Construction Traffic Mitigation. The Developer shall notify New York City Department of Transportation ("DOT") at least six months prior to the commencement of construction of the Project and request that DOT determine the feasibility or necessity of implementing the mitigation measures set forth in the Final Environmental Impact Statement ("FEIS"). Developer shall either implement such measures as directed by DOT, or if directed by DOT, pay DOT for the ordinary and customary costs of the mitigation measures that DOT implements. The Developer shall also notify DOT in writing six months before the completion and full occupancy of the Project and request that DOT determine the feasibility or necessity of implementing the mitigation measures set forth in the FEIS. The Developer shall either implement such measures as directed by DOT, or if directed by DOT, pay DOT for the ordinary and customary costs of the mitigation measures that DOT implements.
- b) Construction Air Quality and Noise. To minimize noise and pollutant emissions the Developer shall implement measures related to noise and air quality, as indicated within the FEIS. The Developer will create



a noise reduction plan, which will include details of the source and path controls which will be established to avoid or minimize such noise increase.

We believe these changes to the development have greatly improved the Project and we appreciate the time and work everyone has invested in ensuring the redevelopment is a success for the Crown Heights community. We believe these changes to the development have greatly improved the Project and we appreciate the time and work everyone has invested in ensuring the redevelopment is a success for the Crown Heights community. A number of the benefits detailed in this letter (including the increased affordable housing and increased Community Benefits) will require the Developer and NYC EDC to amend certain transaction documents related to the Project. The Developer commits to work in good faith with NYC EDC to effectuate these changes and implement the terms of this letter.

We appreciate your previous capital commitment of \$2,000,000 for the recreation and community facility, which continues to be needed to make the re-development of the armory a reality. Thank you for your continued support.

Sincerely yours,

Donald Capoccia

Please sign and return a copy of this letter as acknowledgement and acceptance of these conditions hereof.

Hon. Laurie A. Cumbo Council Member

Date: _____



Exhibit A: Community Benefits Overview

Developer of Bedford Union Armory recreation center and office/event space (the "Project") shall provide community benefits ("Community Benefits"), as required under the ground lease, to a range of individuals and organizations. Developer shall make good faith efforts to ensure this range of beneficiaries reflects the needs and desires of the community.

Developer will be required to provide at least 62.5% of the Base Rent (in year 1, 62.5% of \$2 million – i.e. \$1,25 million) in Community Benefits. The Developer will continue to be incentivized to provide additional Community Benefits in return for a rent credit for up to 87.5% of the annual ground rent payment (in year 1, up to \$1.75 million). The value of the potential foregone revenue from the following shall be included in calculating the amount of Community Benefits provided:

- Discounted Individual Access. Individual users will be charged below-market fees for general membership (e.g. \$10 memberships to armory). Membership benefits will include open access to the Armory's fitness rooms, which will include fitness and exercise equipment typically found in commercial gyms. In addition, members will have access to open court times on the basketball and multi-sport courts (for avoidance of doubt these open times are included within the membership and not considered a separate benefit for which Developer receives credit), access to the concessionaire and other public spaces within the Armory. Members may also receive discounted or priority access to programming provided at the Armory.
- Developer will reserve up to 50% of available memberships, but in any event no less than 250 memberships, to the local community and/or families in need of financial assistance. Developer agrees to work with the Committee to define local boundaries and need based financial assistance thresholds. Individual membership will initially cost \$10 per month, and may increase by no more than 15% every 5 years. Families will pay \$10 for each adult member, and \$8 per child under 16 years old;
- <u>Discounted Facility Use</u>. Individuals or entities will be charged below-market hourly rental fees, for the use of various facilities within the Project (e.g. free or reduced rate auditorium use);
- <u>Discounted Space Lease</u>. Individuals and Entities will be charged below-market rent for the lease of space within the Head House (e.g. office space rental by not-for-profits); and
- <u>Discounted Services</u>. Developer intends to contract with various operators to provide services to the community (e.g. Swim operator to provide swimming instruction to community). If such operators provide discounted services, such shall count as Community Benefits. The community will not require memberships to access these services and they will be available to all.

Community Benefit Restriction

In order to ensure the community receives a diverse array of community benefits the developer agrees minimum and maximum community benefits and restrictions as depicted in the table below:



	MINIMUM COMMUNITY BENEFITS (AS % OF MAXIMUM RENT CREDIT)	MAXIMUM COMMUNITY BENEFITS (AS % OF MAXIMUM RENT CREDIT)
OFFICE SPACE	0%	33%
MEMBERSHIPS	N/A ²	33%
BASKETBALL COURTS	10%	50%
MULTI-SPORT SURFACE	10%	50%
POOL	10%	50%
AUDITORIUM	10%	50%
	Minimum Community Benefits (Year 1 Dollar Amount)	Maximum Community Benefits (Year 1 Dollar Amount)
OFFICE SPACE	0	577,500
MEMBERSHIPS	N/A	577,500
BASKETBALL COURTS	175,000	875,000
MULTI-SPORT SURFACE	175,000	875,000
POOL	175,000	875,000
AUDITORIUM	175,000	875,000

Note: Dollar amounts shown above based on a Year 1 maximum rent credit of \$1.75 million, which is equal to 87.5% of the year 1 ground rent (\$2 million). Every 5 years the Community Advisory Committee can recommend reallocating minimums and maximums, however, during the first 5 years of operation the board may recommend reallocating minimums and maximums at the end of year 3 as well.

Community Benefit Calculation

Community Benefits shall be calculated on an annual basis as follows:

- When Developer (or one of its tenants) charges a market rate at the Project as well as a reduced rate for an equivalent service at the Project, the Community Benefit shall equal the product of the number of beneficiaries and the difference between the market rate and the reduced rate.
- When Developer (or one of its tenants) charges a reduced rate but there is no comparable market rate, the Lease Administrator and Developer shall establish an equivalent benchmark based on the average of at least three comparable rates charged for comparable services at comparable facilities located within three miles of the Project. The Community Benefit shall equal the product of the number of beneficiaries and the difference between the benchmark rate and the reduced rate.

Commencing on the one-year anniversary of the first Lease year, and on each annual anniversary thereafter during the Term, rates may be increased by three percent (3%) from that of the previous year. Additionally, every market rate shall be recalculated during the periodic reappraisals required under the ground lease, but shall never be decreased from the previous year.

² Developer will reserve up to 50% of available memberships, but in any event no less than 250 memberships, to the local community and/or families in need of financial assistance.



- When Developer (or one of its tenants) charges a reduced rate but there is no market rate and no benchmark rate available from comparable, Lease Administrator and Developer will use good faith efforts to establish an equivalent benchmark, which in no event shall be less than the actual cost to provide the services.
- For avoidance of doubt, when Developer charges a market rate but not a discounted rate, then Developer has not delivered any Community Benefits in that case.
- When Developer provides a "Discounted Facility Use" (as generally described above) to the community at large, the Community Benefits shall equal the product of the number of hours such space is made available (regardless of the utilization of such space during such time) and the difference between the actual hourly rate charged (if any) during such benefit period and the market rate on an hourly basis for such space. Developer shall only be eligible to receive credit for this benefit if it is provided on days and at times so that the benefit is reasonably available to the community.



Exhibit B Bedford Union Armory Community Advisory Committee

The Bedford Union Armory Community Advisory Committee (the "Committee") shall be comprised of community members and leaders from the Crown Heights and Central Brooklyn communities. The Committee will advise on the development and programming of the Armory's Recreational and Community facilities during the predevelopment, construction, and operations phases of the Bedford Union Armory. The Committee Members will perform a number of important roles centered on ensuring that the needs and perspective of the community are addressed in the planning, operations, and programming of the Armory's recreational facilities. The Committee will be staffed by representatives of recreation center operator.

Bedford Union Armory Community Advisory Committee Bylaws

I. Name and Purpose

- A. The Official name of this body shall be the Bedford Union Armory Community Advisory Committee (the "Committee").
- B. The purpose and duties of the Committee shall be to advise on the development and programming of the Bedford Union Armory's Recreational and Community Facilities (the "Project") during the predevelopment, construction, and operations phases of the Bedford Union Armory and to ensure appropriate oversight on the community benefits that have been committed to the community.
 - a. Goals: Development
 - i. Select Project name reflective of the values and interests of Crown Heights community
 - ii. Promote opportunities for community feedback and involvement in the Project development process
 - iii. Advise on how Project programming can best meet the needs of the community
 - iv. Ensure that the facility meets the needs of the diverse communities within Crown Heights and around Brooklyn
 - b. Goals: Operations
 - i. Provide ongoing opportunities for community feedback on Project programming
 - ii. Advise on how Project programming can best meet the needs of the community

II. Membership

- A. Eligibility for Membership
 - a. The Advisory Committee shall be comprised of 13 members, including the Chair, from residents and organizations serving the Crown Heights and Central Brooklyn Communities.

B. Appointments

- a. Appointed Members: Seven members shall be appointed ("Appointed Members") to the Committee by local representatives, community associations, and the Project Developer according to the following guidelines:
 - One member shall be appointed by the Council Member representing New York City Council District 35
 - ii. One member shall be appointed by the Brooklyn Borough President
 - iii. One member shall be appointed by Brooklyn Community Board 9 from among its members
 - iv. One member shall be appointed by Crown Heights Community Council
 - v. One member shall be a representative of Ebbets Field Houses
 - vi. One member shall be a representative of Tivoli Towers
 - vii. One member shall be appointed by the Project Developer from the Bedford Union Armory Development Team
- b. Organizational Members: In addition to the seven Appointed Members, the board will contain six Committee Members representing organizations ("Organizational Members")



that are based in or provide substantial programming to the Crown Heights and Central Brooklyn Community.

- i. Organizational Member representation will be as follows:
 - 1. One (1) anti-violence organization
 - 2. One (1) senior/social service organization
 - 3. Two (2) sports organizations
 - 4. Two (2) organizations whose primary mission is to provide, arts, cultural, and/or educational programming
 - 5. NYC EDC will be a member of the Committee in an ex-oficio capacity
- ii. At the commencement of the Committee, once the Appointed Members have been selected, the Committee will accept applications for the Organizational Member seats for a period of thirty (30) days. Upon reviewing the applications, the Appointed Members will vote by a simple majority to select the six Organizational Member representatives to the Committee.
- c. Upon their selection, Organizational Members will maintain the same rights, roles and responsibilities as the Appointed Members.

C. Role of Chair

- a. Once the full 13-member Committee has been established, Members shall vote at the initial full Committee meeting to appoint a Chair.
 - i. The Chair shall serve for a term of two (2) years, with the exception of the first year of the Committee's forming, in which case the term will be one (1) year.
 - ii. Once the Project has moved into the Operations phase, no Member may serve more than two (2) consecutive terms as Chair.
- b. The Chair shall have the following duties:
 - i. Preside at all meetings of the Committee
 - ii. Have general and active management of the business of the Committee
 - iii. Serve as a public representative of the Committee
 - iv. Submit a report to the Committee in advance of the Annual Meeting that provides an annual update on Committee activities and the status of the Project

D. Role of Vice-Chair

- a. Once the full 13-member Committee has been established, Members shall vote at the initial full Committee meeting to appoint a Vice-Chair.
 - i. The Vice-Chair shall serve for a term of two (2) years, with the exception of the first year of the Committee's forming, in which case the term will be one (1) year.
 - ii. Once the Project has moved into the Operations phase, no Member may serve more than two (2) consecutive terms as Vice-Chair.
- b. The Vice-Chair shall be responsible for performing all duties of the Chair in the absence of the latter.

E. Role of Secretary

- a. Once the full 13-member Committee has been established, Members shall vote at the initial full Committee meeting to appoint a Secretary.
 - i. The Secretary shall serve for a term of two (2) years, with the exception of the first year of the Committee's forming, in which case the term will be one (1) year.
 - ii. Once the Project has moved into the Operations phase, no Member may serve more than two (2) consecutive terms as Vice-Chair.
- b. The Secretary shall have the following duties:
 - i. Make arrangements for all Committee meetings, in consultation with the Chair
 - ii. Provide meeting notifications to Committee Members
 - iii. Record all votes and minutes for Committee meetings

F. Role of Committee Members

- a. Terms:
 - i. Advisory Committee Members shall serve initially for a one (1) year term and a four (4) year term thereafter, with the following exception:



- 1. In order to ensure continuity in Committee knowledge, structure and membership, the following seats shall serve a two (2) year second term, after which time all subsequent terms shall be four (4) years:
 - a. Appointed Members:
 - i. Brooklyn Borough President Appointee,
 - ii. Councilmember Appointee,
 - iii. Community Board,
 - iv. to be determined Block/Tenant Association,
 - v. Project Developer
 - b. Organizational Members:
 - i. Social service organization,
 - ii. one (1) sports organization,
 - iii. one (1) arts, cultural and/or education organization
- Organizational Member terms will be renewed by a simple majority vote of full Committee.
- iii. Appointed Member terms will be renewed through reappointment by designated appointing entity.
- b. Committee Members shall be responsible for enacting the goals of the Committee.

III. Committee Procedures and Calendar

- A. Meetings
 - a. The Committee will begin meeting during predevelopment and continue meeting in perpetuity.
 - b. Meetings of the Members shall be held quarterly, at a time and place designated by the Chair. Topics shall include, but not limited to, performance presentation from armory management on attendance and uses; challenges and success; review of community benefits progress; naming of the armory; recommendations
 - c. An Annual Meeting of the Members shall take place every June, the specific time, place and location of which will be designated by the Chair. The Annual Meeting shall consist of the following items:
 - i. Review annual report
 - ii. Determine objectives of the Committee for the coming year
 - iii. Vote to elect the Chair, Vice Chair, Secretary, and Organizational Members, when applicable
 - d. Special meetings may be called by the Chair or a simple majority of Committee Members.
 - e. The Secretary will provide notice to Committee Members of all meetings not less than two (2) weeks prior to the meeting.
- B. Rules of Order
 - a. The meetings and activities of the Committee shall be conducted according to Robert's Rules of Order, except as otherwise provided by these bylaws.
- C. Quorum
 - a. A quorum of a meeting of the Members shall consist of a simple majority of Committee Members.
- D. Voting
 - a. All issues to be voted on shall be decided by a simple majority of those present at the meeting when the vote takes place.

