

**MINUTES OF THE EXECUTIVE COMMITTEE
MEETING HELD
DECEMBER 3, 2014
AT RIVERDALE MENTAL HEALTH, 5676 RIVERDALE AVENUE**

EXECUTIVE COMMITTEE MEMBERS PRESENT:

Dan Padernacht, Chair	Michael Heller
Rosemary Ginty, Vice Chair	Lamont Parker
Phil Friedman, Treasurer	Karen Pesce
Bob Bender	Julie Reyes (VC Economic Development)
Paul Ellis	Martin Wolpoff
Robert Fanuzzi	Nicole Stent, District Manager
Steve Froot	Diane Bay, Community Associate
Arlene G. Feldmeier	

EXECUTIVE COMMITTEE MEMBERS ABSENT:

Sylvia Alexander
Marvin Goodman
Charles G. Moerdler
Joyce Pilsner, Secretary
Sergio Villaverde
Mercedes Zegarra-Soja

BOARD MEMBERS PRESENT

Maria Khury
Robert Press

GUEST

Gregoria Feliciano

The meeting convened at 7:30PM.

1. Approval of November minutes. An executive committee member requested a name be removed in the minutes and replaced with board member. The November minutes were then amended and voted on.

Vote: 11 in favor Opposed: 0 Abstention: 1 Abstention with cause: 1

In favor: B. Bender, P. Ellis, A. Feldmeier, P. Friedman, S. Froot, R. Ginty, M. Heller, D. Padernacht, L. Parker, K. Pesce, M. Wolpoff

Abstention: – R. Fanuzzi

Abstention with cause: J. Reyes

2. Chairman's Report – D. Padernacht

- The Greenway Committee had a couple of site visits and meetings. Letters were sent to elected officials and to community members seeking outreach and support for the Greenway.

- Agenda's and minutes are being emailed on Monday, Wednesday and Fridays and as needed.
 - Chair Padernacht attended two Croton Filtration Monitoring Committee meetings. Community members are still fighting to gain access to the Jerome Park Reservoir and DEP stated that they will work on a pilot program. In a previous meeting DEP stated they want to put in a 4 ft. fence on the second level which would not help in getting future access. The work that has been done by DEP on Goulden Avenue from Mosholu Parkway to Van Cortlandt Avenue has damaged the streets but DEP has no intention of repairing them. Traffic & Transportation Chair, M. Heller will raise this topic at the next committee meeting.
 - A board member requested that a FOIL policy be put in writing. This has been done by Chair Padernacht and it has been submitted to the Law, Rules and Ethics Committee for comments or suggestions.
 - There are website updates; i.e. greenway and other items. Board members willing to help with updates or improvements to the website are welcomed.
 - Applications to become a Board member are available in the board office, on the Borough President's website and will also become available on the board website.
 - The Youth Committee submitted five names for the NY Yankee Youth Leadership Award. At the next board meeting Chair Padernacht would like to ratify the procedure by adding that the board also votes on the nominations submitted by the Youth Committee.
 - At the November board meeting a board member asked if the Chair would seek a new special committee for Bylaw revisions. The Chair decided this is an item for the Law, Rules and Ethics committee. There is now a Bylaws Working Group within the Law, Rules and Ethics committee which will work with that committee and then come back to the board with their results.
 - The next Board meeting is at Schervier Nursing Care Center at 7:00PM and there is no time frame to end the meeting.
3. Treasurer's Report – P. Friedman
- Treasurer Friedman reported that the budget has not been modified relative to staff salary changes. When this occurs he will report on it.
4. District Manager's Report – N. Stent
- All November committee minutes are complete with the exception of Public Safety.
 - The District Service Cabinet (DSC) met this month. The West 238th Street Safe Routes to Transit program is nearing completion. Buses will return to their original routes next week. Weather permitting; work will begin on West 231st Street in January. Street lights will be replaced to LED lights. Highway and parkway lights will be replaced before they do the streets. This is a 2 year project. DOT reported on vision zero, the new 25 mph speed limit on most city streets. The public libraries will be renting WiFi hot spots for up to 6 months. DSC Minutes will be distributed with the Executive Committee minutes.
 - At the Borough Service Cabinet meeting The Department of Information and Technology (DOITT) gave an overview of the Open Data project regarding the 311 system and how the Community Boards can best use the information available on their websites. There will be more meetings in the future on this subject.
 - Calendars from now until June 2015 are on the website and will be updated monthly.
 - The Jericho Project site on Kingsbridge Road around Webb Avenue is available for committee meetings.
5. Committee Resolutions
- A. Public Safety – A. Feldmeier

- The Public Safety Committee asked the Raine Lounge to change their ad which they agreed to do. The Raine Lounge and Ibiza Lounge has had problems in the past but the police reported they are cooperating with them now.
- A resolution for the following NY State Liquor License applications will be voted on at the next board meeting:

RENEWAL Applications:

- 5670 Mosholu Enterprises D/B/A Mr. Vigg's, 5670 Mosholu Avenue
- Ibiza Lounge, Inc. 220 West 242nd Street
- Raine Lounge, 170 West 233rd Street

NEW Applications:

- Gleeson's Sports Bar, Inc., 6115 Broadway
- Villa Ole', Inc., 216 West 242nd Street
- Asian Tokyo, Inc. 4685 Manhattan College Pkwy
- Moss Café, LLC, 3260 Johnson Avenue

6. Issues raised by Committee members for Discussion

- An Executive committee member expressed his disagreement in the way the past Chairman was portrayed in the November Law, Rules and Ethics Committee minutes when it pertained to the GrowNYC contract. Four other committee members, Bob Bender, J. Reyes, S. Froot and L. Parker agreed that allegations were made against the former Chair and gave further remarks. The Law Rules and Ethics Chairman stated it was action taken based upon a conversation, where he asked that Chairman Padernacht look into that matter based on a question presented to him at the last board meeting. Chair Padernacht informed the District Manager and the past Chair he was going to review specifics of the contract, would investigate this matter and report back to the Law, Rules and Ethics Committee which will be held in January, 2015.

R. Fanuzzi made a statement regarding the Law, Rules and Ethics Committee minutes to the Executive Committee. R. Fanuzzi asked that the statement be added to the minutes. The statement is attached as Exhibit 1.

Chairman Padernacht responded to Mr. Fanuzzi by saying that 1) he did not know that the topic would be raised prior to the LRE meeting; and that 2) The Chair contacted the former Chair the day after this meeting, which was a holiday, discussed the issue and told the former Chair he would investigate the matter, speak to him and the District Manager and then report back to the Law, Rules and Ethics Committee which will be held in January, 2015. The Chair then said that if the former Chair felt it was an emergency he would begin the review as soon as possible. R. Fanuzzi accepted the Chair's offer. The Chair's report is Exhibit 2.

M. Wolpoff, Chair of the Law, Rules & Ethics Committee added this topic not on the agenda and it arose during the course of the meeting. He apologized for adding R. Fanuzzi to the attendance. He misplaced the sign in sheet for that meeting and wrote the attendance based upon his recollection. M. Wolpoff takes responsibility for his committee minutes. He will review the minutes and any inappropriate allegations that were drawn will be rectified.

- After the topic was raised, there was a discussion on whether the committee minutes should be distributed prior to committee approval. This will not include the Executive minutes.

The Chair brought forward the following 2 suggestions for a vote:

- i. Committee minutes shall be sent to the Board members with the message that the minutes are pending approval and should not be sent to outside parties until they are approved by the committee.

Vote: 12 in favor Opposed: 0 Abstention: 1

In favor: B. Bender, P. Ellis, A. Feldmeier, P. Friedman, S. Froot, R. Ginty, M. Heller, D. Padernacht, L. Parker, K. Pesce, J. Reyes, M. Wolpoff

Abstention: R. Fanuzzi

- ii. Once the board office receives committee minutes, the board office will then send the minutes to the specific committee members (not a blind copy/bcc) and wait for 48 hours before sending to the full Board. During that time, committee members should send any comments to the committee chair who will send any changes to the Board office. If no changes are requested by the committee chair within 48 hours, the minutes will be sent to the full Board. (Members who receive snail mail will have to be contacted, made aware of the 48 hours and will have to contact the committee chair).

Vote: In favor: 10 Opposed: 2 Abstention: 1

In favor: B. Bender, P. Ellis, A. Feldmeier, P. Friedman, S. Froot, R. Ginty, D. Padernacht, L. Parker, J. Reyes, M. Wolpoff

Opposed: K. Pesce, M. Heller

Abstention: R. Fanuzzi

- K. Pesce reiterated what the Law, Rules and Ethic Chair said at the last Executive meeting and that was that minutes be summarized and also reflect actions taken.
- M. Heller asked board members to submit any speed hump, lane markings or street issues so it can be discussed at the next Traffic & Transportation meeting.
- Chair Padernacht suggested a modification to the policy of the NY Yankee Youth Leadership award. The modification would be that after the Youth Committee votes on the NY Yankee Youth Leadership award winners their selections would also be brought to the full board for their vote.

Vote: In favor: 13 Opposed: 0 Abstention: 0

In favor: B. Bender, P. Ellis, R. Fanuzzi, A. Feldmeier, P. Friedman, S. Froot, R. Ginty, M. Heller, D. Padernacht, L. Parker, K. Pesce, J. Reyes, M. Wolpoff

- R. Fanuzzi asked that the Newsletter the board previously sent be reinstated. Chair Padernacht reported that P. Friedman created a template and the board office is in the process of putting the newsletter in motion.
- P. Friedman reported that there is a Greenway email group of thousands and they agreed to distribute information.
- Julie Reyes, Economic Development Committee Vice Chair, reported that at the Economic Development Committee meeting last night S. Villaverde denied not wanting a certain board member on his committee. Chair Padernacht reported he had an email from S. Villaverde stating the opposite and would submit the email to the Executive Committee.
- J. Reyes asked whether the three meeting rule was still in effect for community committee members. Chair Padernacht said that it was still in effect. J. Reyes asked how the new community committee members of the Housing Committee were appointed without

attending three meetings. P. Ellis, Chair of the Housing Committee stated that the three new community committee members attended three meetings as Housing met twice in the same month.

- J. Reyes inquired about the absence of the Secretary of the Board at meetings. Chair Padernacht said he would speak to J. Reyes about this after the meeting but reassured the executive committee the duties of the secretary were being supported by the officers and that J. Pilsner receives copies of all emails.
- K. Pesce had a question raised by her committee on whether to develop a resolution at her next meeting identifying that research results which are funded by public bodies and sold to pharmaceuticals for the benefit of the sponsoring organization. It was noted that the specifications/guidelines should be listed in the grant.
- R. Fanuzzi requested the November Law, Rules and Ethics Committee minutes be removed from the website. This was agreed upon.
- J. Reyes asked why a board members name appeared next to added agenda items on the board agenda. Chair Padernacht answered that pursuant to the bylaws, if a board members requests a specific item be added on the board agenda within a certain time period, the item will appear on the agenda. Chair Padernacht stated that he put the board member's name on the agenda so there was no confusion as to who requested the item be placed on the agenda.

Meeting adjourned at 8:50 PM.

Respectfully submitted by,

Diane Bay,
Community Associate

Reviewed by:

Dan Padernacht
Chairman

Exhibit 1

Statement by Robert Fanuzzi at the Executive Committee Meeting of December 3, 2014:

The Minutes of the November 10, 2014 Law Rules and Ethics committee meeting are cause for great concern. They contain misrepresentations that are so egregious that they demand the Executive Committee's attention. Among other wrongdoings, I stand accused by Phil Friedman of signing a contract with GrowNYC without the express consent and direction of this Board, before a May 2014 resolution authorizing me to sign such a contract. That is a lie and an accusation is so terrible that I must take the time to address you now. First, let it be known that I was not in attendance at that November 10th meeting and called in my absence to the Board office in advance. The minutes falsely record my presence so that it appears that I sat quiescently and silently by while successive charges of misconduct were laid against me--a gross misrepresentation of my actions. In my absence, the committee proceeded to conduct a one sided discussion of the issue, amounting to a detailed bill of indictment against me that is now universal among board members. Neither the Chair of the Law Rules and Ethics Committee nor Mr. Friedman advised me of any need for information in advance that could have led to a fair and balanced discussion. The committee chair responsible for recording that discussion, Mr. Martin Wolpoff, then used the minutes to publish and circulate wrongdoings on my part that were alleged in my absence. In doing so, the committee chair violated Robert Rules of Order standards for minutes, which are to record the actions of a board or committee, not to circulate unanswered accusations made by one board member against another. For the three years I served as Board Chair of Bronx Community Board 8, I conducted the business of this board with honor and integrity. Together with former Vice Chair Maria Khury, I represented Bronx Community Board 8 to the best of my ability and Bronx Community Board 8 was represented well. Now the minutes of a committee, the public record of a city agency, have been used to misrepresent my actions and to injure my character. Make no mistake: this is an injury to us all and an exceedingly dangerous precedent. What has happened to me could happen to anyone here—unless this is stopped and reversed immediately. I call upon the Chair of Bronx Community Board 8 Dan Padernacht to perform the research enjoined upon him by the Law Rules Ethics committee and to avail himself of all the evidence that will completely exonerate me of this alleged wrongdoing. I call for the immediate restoration of my good name among my fellow board members, the repudiation of this false charge, and an end to the hostile attacks that have poisoned this board.

Exhibit 2



BRONX COMMUNITY BOARD NO. 8

5676 Riverdale Avenue, Suite 100 • Bronx, New York 10471-2194

Telephone: 718-884-3959 • Fax: 718-796-2763

E-Mail: bx08@cb.nyc.gov

Website: www.nyc.gov/bronxcb8

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**Honorable Ruben Diaz, Jr.
Bronx Borough President**

Daniel Padernacht, Chairperson

Nicole M. Stent, District Manager

MEMORANDUM

To: Members of Bronx Community Board No. 8

From: Daniel Padernacht, Chair

Date: December 9, 2014

Re: 2014 Grow NYC Contract

To the Board:

At the November 10, 2014 meeting of the Law, Rules and Ethics Committee, a committee member asked a question about Bronx Community Board No. 8's agreement with Grow NYC in 2014. It was stated that there were two versions of the contract with Grow NYC disseminated by the office, each dated April 18, 2014. Since the date of the contract was before the date in which the Board passed a resolution to approve the contract, the member had a question whether the contract with Grow NYC was signed by the former chair before the Community Board voted on the resolution to approve the contract with Grow NYC. The Board passed the resolution on May 13, 2014. The Chair of Law, Rules and Ethics asked the Community Board Chair to review this matter with the District Manager, former chair, and report back to the committee if further action may be needed.

The undersigned has performed such a review and the following report contains the findings of the Chairman on the topic.

The Documents

I observed the following two documents with respect to Bronx Community Board No. 8's agreement with Grow NYC in 2014

1. Contract signed only by Bronx Community Board No. 8

The contract is identified as a Consulting Agreement. The first sentence of the contract reads that "This Agreement has been entered into this 18 day of April, 2014 by and between The Council on the Environment Inc. (dba and hereinafter GrowNYC), 51 Chambers Street, Room 228, New York, New York 10007, and Bronx Community Board No. 8, 5676 Riverdale Avenue, Suite 100, Bronx, New York 10471."

The term of the contract is located in Section 3 of the contract. This section states that the Agreement's term begins on the date of this Agreement and shall remain in force until terminated on June 30, 2014. The contract is signed by the former chair, Robert Fanuzzi. There is no marking to indicate on what date the contract was signed. Other than the first sentence of the agreement, stating it was entered into on April 18, 2014, and the date in which the contract terminates on June 30, 2014, there are no other dates listed on this version of the contract. See Exhibit 1.

2. Contract counter-signed by Grow NYC

The second version of the contract is one that is counter-signed by Tom Strumolo of Grow NYC. Mr. Strumolo's signature is signed in a purple colored ink. This version of the contract also includes a hand writing of the day, month and year so that just above the signature page, the contract reads "This agreement was signed this 17th day of June 2014". The day, month and year markings are written with the same color ink in which Mr. Strumolo signed the contract. It is also noted that this second version of the contract differs from the former version in the way that the exhibit attached to the former version was replaced with a copy of the Board's resolution. See Exhibit 2.

Email System

I observed the Board's email system (bx08@cb.nyc.gov) on December 5, 2014 with the District Manager. We pulled up three emails on the topic which are described below.

1. Email dated May 28, 2014 from the District Manager to Olivia Blanchflower of Grow NYC. The email states that the Community Board approved the Grow NYC youthmarket contract on May 12, 2014 and that the signed contract is attached to the email. The District Manager also asks if she should send the original contract to Grow NYC. See Exhibit 3.
2. Email dated June 18, 2014 from Kori Petrovic of Grow NYC indicating that she has attached the signed consulting agreement. See Exhibit 4.
3. Email from Robert Fanuzzi dated June 28, 2014 in which Mr. Fanuzzi writes: "CLARIFICATION: This is to confirm that I, Bob Fanuzzi, in my capacity as Board Chair, signed a contract with Grow NYC on May 16, 2014." See Exhibit 5.

The undersigned and the District Manager were unable to locate an email sent from the Board to Grow NYC with an attachment of the Board's resolution dated May 13, 2014.

Conversations with the Former Chair and District Manager

The undersigned has spoken with the former chair and the District Manager about the issue presented for review.

The former chair stated that he signed the contract on the Friday following the May 13th meeting in which the Community Board passed the Grow NYC resolution. The former chair stated that he sent an email to the office in the month of June clarifying when he signed the Grow NYC contract.

The District Manager stated that the contract was signed and emailed to Grow NYC after the May 13th meeting in which the Community Board passed the Grow NYC resolution. The District Manager also stated

that there are missing documents from the Grow NYC folder which is maintained in the board office. The missing documents are photocopies of both versions of the contract printed on an earlier date by the District Manager.

Conclusion

Pursuant to the inquiry of the Law, Rules and Ethics Committee, the Chair finds that no further action is necessary at this time. The Chair, however, makes the following recommendations for future contracts in which the Board may enter with other parties:

1. The effective date of the contract shall not be earlier than the date in which the Community Board approves the contract.
2. The individual signing the contract for the Board shall enter the date in which he or she signs the contract next to their signature.

Respectfully,

Daniel Padernacht
Chair
Bronx Community Board No. 8

Exhibit 1



CONSULTING AGREEMENT

THIS AGREEMENT has been entered into as of this 18 day of April, 2014 by and between The Council on the Environment Inc (**dba and hereinafter GrowNYC**), 51 Chambers Street, Room 228, New York, New York 10007, and Bronx Community Board No. 8 5676 Riverdale Avenue, Suite 100 Bronx, NY 10471.

RECITALS

WHEREAS, GrowNYC promotes environmental awareness and solutions to environmental problems. Among its programs, the Council operates the Youthmarket program in neighborhoods in the five boroughs of New York City.

WHEREAS, Bronx Community Board No. 8 is an official municipal body that plays an important role in improving the quality of life for the communities it serves.

WHEREAS, Bronx Community Board No. 8 wishes to engage GrowNYC as a consultant to provide the following services:

- GrowNYC will perform startup activities for the Marble Hill Youthmarket and Kingsbridge Heights Community Center Teen Market including but not limited to securing all necessary permits for market site and acceptance of healthy food subsidies such as the Farmers' Market Nutrition Program, training Youthmarket Managers, and creating training curriculum.

WHEREAS, the Bronx Community Board No. 8 acknowledge that GrowNYC will be acting as an independent contractor and not as an employee for all purposes.

NOW THEREFORE, in consideration of these promises, the mutual covenants contained below, and other good and valuable consideration, the parties agree as follows:

Section 1. **Service.** Bronx Community Board No. 8 agrees to retain GrowNYC as an independent contractor, and GrowNYC agrees to act in this capacity upon the terms and conditions set forth in this Agreement, and not as an employee for all purposes.

Section 2. **Scope of Work.** Exhibit A, attached hereto, outlines the agreed upon scope of work to be performed by GrowNYC under this agreement.

Section 3. **Term.** This Agreement's term shall begin on the date of this Agreement and shall remain in force until terminated on June 30th, 2014. Either party may terminate the Agreement at any time by giving two weeks written notice to the other. Upon notice of termination, GrowNYC's obligation to provide services shall end and GrowNYC shall have no further duties under this agreement.

Section 4. Compensation. As compensation under this Agreement, GrowNYC shall receive a fee of \$4,000.00. Payment shall be made upon receipt of invoice according to the payment schedule contained in Exhibit A. In addition to the agreed upon fee, GrowNYC's may bill for unanticipated out of pocket expenses not exceeding 5% of the agreed upon total budget.

Section 6. **Prohibition against Assignment.** All parties agree that this Agreement and its rights, interests, and benefits cannot be assigned, transferred, pledged, or hypothecated in any way and shall not be subject to execution, attachment, or similar process. Any attempt to do so contrary to the terms of this Agreement shall be null and void and shall relieve the GrowNYC of any and all liability under this Agreement.

Section 7. **Severability.** If any provision, paragraph, or subparagraph of this Agreement is adjudged by any court of law to be void or unenforceable in whole or in part, the adjunction shall not be deemed to affect the validity of the remainder of the Agreement, including any other provision, paragraph, or subparagraph. Each provision, paragraph, and subparagraph of this Agreement is declared to be severable from every other provision, paragraph, or subparagraph and constitutes a separate and distinct covenant.

Section 8. **Rights upon Termination.** Upon the termination of this Agreement for any reason, with or without cause, the GrowNYC shall be entitled to accrued compensation for activities or services already rendered prior to the termination's effective date.

Section 9. **Modification.** No change to or modification of this Agreement shall be valid unless in writing and signed by GrowNYC and Bronx Community Board No. 8. No waiver of any provision of this Agreement shall be valid unless in writing and signed by the person or party to be changed.

Section 10. **Binding Effect.** This Agreement shall be binding upon and inure to the GrowNYC's benefit and be binding upon and the Bronx Community Board No. 8, its respective successors, assigns, heirs, legal representatives, executors, and administrators.

Section 11. **Notice.** All notices shall be given in writing by registered or certified mail, return receipt requested, and shall be addressed to the GrowNYC at its registered office in the State of New York and to the Bronx Community Board No. 8, at the last known place of business or residence, as appropriate.

Section 12. **Attorney's Fees.** If any party to this Agreement breaches any of this Agreement's terms, then that party shall pay to the non-defaulting party all of the non-defaulting party's costs and expenses, including attorney's fees, incurred by that party in enforcing this Agreement's terms.

Section 13. **Complete Understanding.** This Agreement constitutes the entire agreement between the parties and contains all of the agreements between the parties with respect to this subject matter. This Agreement supersedes any and all other agreements, whether oral or in writing, between the parties with respect to this subject matter.

Section 14. **Negotiated Agreement.** This Agreement shall not be construed against the party preparing it but shall be construed as if both parties jointly prepared this Agreement, and any uncertainty and ambiguity shall not on that ground be interpreted against any one party.

Section 15. **Governing Law.** This Agreement shall be subjected to and governed by the laws of New York, irrespective of the fact that a party is or may become a domiciliary or resident, as appropriate of a different state. Any action to enforce this Agreement shall be commenced in a state of federal court, as appropriate, with its venue located in New York City, New York.

Section 16. **Headings.** The headings in this Agreement are inserted for convenience only and are not to be considered in construction of this Agreement's provisions.

Section 17. **Indemnification.** Bronx Community Board No. 8 will defend, indemnify, and hold harmless GrowNYC, its officers, employees and agents against and from any and all liability, claims, suits, judgments, losses, damages, or costs (including reasonable attorneys fees and expenses) resulting from any claim, suit or demand by any third party for injuries to or deaths of persons or loss of or damage to property arising out of ~~arising out of~~ or in any way connected with activities under this agreement, whenever made or incurred, except to the extent caused by the negligence of the GrowNYC agents and employees. The Bronx Community Board No. 8, obligations under this paragraph will survive the termination of this Agreement.

Section 18. **Confidentiality.** All written materials prepared by GrowNYC and shared with the Bronx Community Board No. 8, under this Agreement including, without limitation, reports, training materials, maps, plans, invoices, order forms, marketing materials etc., shall belong to GrowNYC and shall be kept strictly confidential unless authorization for release of such materials is given by GrowNYC in writing. Notwithstanding the preceding sentence, materials and information (i) which was in the Bronx Community Board No. 8, possession prior to the commencement of services, (ii) which was, or is in the public domain, or (iii) which was furnished to the Bronx Community Board No. 8 by anyone other than GrowNYC, shall be exempt from this Section.

This Agreement is signed this _____ of _____.
(day) (month, year)

Bronx Community Board No. 8

Name: Robert Fanuzzi 
Chair, Bronx Community Board 8
Address: 9676 Levee Road,
Suite 100
Bronx, NY 10471

GrowNYC

By: _____

Name: _____

Title: _____

Exhibit A:

1. GrowNYC agrees to perform startup activities in preparation for the Marble Hill Youthmarket and the Kingsbridge Heights Community Center Teen Market including securing permits, training of GrowNYC's seasonal Youthmarket Managers, and planning and execution of training for youth participants in the Marble Hill Youthmarket and Kingsbridge Heights Community Center Teen Market.
2. Bronx Community Board No. 8 agrees to pay GrowNYC \$4,000.00 on the first day of the consultation. GrowNYC will submit an invoice to be payable the first day of the consultation.

Exhibit 2



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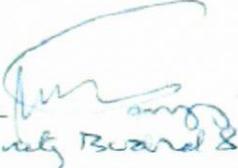
Section 16. **Headings.** The headings in this Agreement are inserted for convenience only and are not to be considered in construction of this Agreement's provisions.

Section 17. **Indemnification.** Bronx Community Board No. 8 will defend, indemnify, and hold harmless GrowNYC, its officers, employees and agents against and from any and all liability, claims, suits, judgments, losses, damages, or costs (including reasonable attorneys fees and expenses) resulting from any claim, suit or demand by any third party for injuries to or deaths of persons or loss of or damage to property arising out of ~~arising out of~~ or in any way connected with activities under this agreement, whenever made or incurred, except to the extent caused by the negligence of the GrowNYC agents and employees. The Bronx Community Board No. 8, obligations under this paragraph will survive the termination of this Agreement.

Section 18. **Confidentiality.** All written materials prepared by GrowNYC and shared with the Bronx Community Board No. 8, under this Agreement including, without limitation, reports, training materials, maps, plans, invoices, order forms, marketing materials etc., shall belong to GrowNYC and shall be kept strictly confidential unless authorization for release of such materials is given by GrowNYC in writing. Notwithstanding the preceding sentence, materials and information (i) which was in the Bronx Community Board No. 8, possession prior to the commencement of services, (ii) which was, or is in the public domain, or (iii) which was furnished to the Bronx Community Board No. 8 by anyone other than GrowNYC, shall be exempt from this Section.

This Agreement is signed this 17 of June 2014
(day) (month, year)

Bronx Community Board No. 8

Name: Robert Faruzzi 
Chair, Bronx Community Board 8

Address: 9076 Kew-Doyle Ave.
Suite 100
Bronx, NY 10471

GrowNYC

By: 

Name: Tom STRUMOLO

Title: Greenmarket Dir. Policy + Planning

Exhibit A:



BRONX COMMUNITY BOARD NO. 8

5676 Riverdale Avenue, Suite 100 • Bronx, New York 10471-2194

Telephone: 718-884-3959 • Fax: 718-796-2763

E-Mail: bx08@cb.nyc.gov

Website: www.nyc.gov/bronxcb8

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Honorable Ruben Diaz, Jr.
Bronx Borough President

District Manager
Nicole M. Stent

OFFICERS:

Chairperson
Robert Fanuzzi

Vice Chairperson
Maria Khury

Secretary
Joyce M. Pilsner

Treasurer
Philip Friedman

COMMITTEE CHAIRS:

Aging
Karen Pesce

Budget
Brendan Contant

Economic Development
Sergio Villaverde

Education
Sylvia Alexander

Environment & Sanitation
Sergio Marquez

**Health, Hospitals &
Social Services**
Steven Froot

Housing
Steven Balicer

Land Use
Charles G. Moerdler

Law, Rules & Ethics
Rosemary Ginty

Libraries & Cultural Affairs
Marvin Goodman

Parks & Recreation
Bob Bender

Public Safety
Arlene Garbett Feldmeier

Traffic & Transportation
Daniel Padernacht

Youth
Lamont Parker

At its regular Board meeting held on May 13, 2014, Bronx Community Board No. 8 passed the following resolution by a vote of 23 in favor, 0 opposed, and 17 abstentions.

RE: BRONX COMMUNITY BOARD NO. 8 YOUTHMARKETS

WHEREAS, Families and Children residing in the Bronx are experiencing epidemic rates of diet-related disease like obesity and diabetes; and

WHEREAS, the Grow NYC is a Mayoral Office non-profit corporation whose mission is to ensure that all New Yorkers have access to the freshest, most nutritious locally grown food and which administers the Youthmarket program a network of urban farm stands operated by neighborhood youth, supplied by local farmers, and designed to bring fresh fruits and vegetables to underserved communities throughout New York City; and

WHEREAS, Board 8 has a continuing interest in supporting the GrowNYC Youthmarket program, which trains youth in small-business skills and which is designed to bring healthy, farm fresh, locally grown produce to low-income communities and communities who need it most, which are disproportionately affected by diet-related health issues like obesity, diabetes, and heart disease; and

WHEREAS, Bronx Community Board No. 8 (Board 8) has created and supported GrowNYC Youthmarkets in Marble Hill for six years the Kingsbridge Heights area for two years in collaboration with Kingsbridge Heights Community Center and Bon Secour Health Systems ; and

NOW, THEREFORE, BE IT RESOLVED, THAT

1. Bronx Community Board No. 8 will engage GrowNYC as an independent contractor to provide startup activities for Marble Hill Youthmarket and Kingsbridge Heights Community Center Teen Market including but not limited to securing all necessary permits for market sites and acceptance of healthy food subsidies such as Farmers' Market Nutrition Program, training Youthmarket Managers, and creating training curriculum during the summer and fall of 2014;
2. Bronx Community Board No. 8 will pay GrowNYC in this consultant capacity the amount of \$4000 for the Marble Hill Youthmarket and the Kingsbridge Heights Community Center Teen Market before the end of fiscal year 2014.

*Serving the neighborhoods of Fieldston, Kingsbridge, Kingsbridge Heights,
Marble Hill, Riverdale, Spuyten Duyvil, and Van Cortlandt Village*

Exhibit 3



Dan Padernacht <dpadernachtcb8@gmail.com>

Grow NYC email & Contract

BX08@cb.nyc.gov (CB) <BX08@cb.nyc.gov>
To: DanPadernacht <dpadernachtcb8@gmail.com>

Thu, Dec 4, 2014 at 10:06 AM

FYI
Nicole

From: Olivia Blanchflower [oblanchflower@grownyc.org]
Sent: Monday, December 01, 2014 4:18 PM
To: BX08@cb.nyc.gov (CB)
Subject: FW: Costs for Marble Hill/KHCC Markets before 6/30

From: BX08@cb.nyc.gov []
sent: Wednesday, May 28, 2014 1:42 PM
To: Olivia Blanchflower
Subject: RE: Costs for Marble Hill/KHCC Markets before 6/30

Hi Olivia,

The Community Board approved the GrowNYC youthmarket contract on May 12, 2014. The signed contract is attached. Shall I mail the original to 51 Chambers street? I will also need a copy of the final signed document. Let me know when you have completed the activities in the invoice, then I can pay it.
Thanks!

Nicole

Nicole Stent
District Manager
Bronx Community Board No. 8
5676 Riverdale Avenue, Suite 100
Bronx, NY 10471-2194
Tel: 718-884-3959 Fax: 718-796-2763
Email: bx08@cb.nyc.gov
Visit us on the web: www.nyc.gov/bronxcb8

Serving the neighborhoods of Fieldston, Kingsbridge, Kingsbridge Heights, Marble Hill, Riverdale, Spuyten Duyvil, and Van Cortlandt Village

From: Olivia Blanchflower [oblanchflower@grownyc.org]
Sent: Wednesday, April 30, 2014 5:22 PM
To: BX08@cb.nyc.gov
Subject: FW: Costs for Marble Hill/KHCC Markets before 6/30

Hi Nicole,

Just checking in - these drafts look OK?

Thanks,
O

Exhibit 4

YM consulting agreement

Kori Petrovic [KPetrovic@grownyc.org]

Sent: Wednesday, June 18, 2014 1:49 PM

To: BX08@cb.nyc.gov (CB)

Attachments: Consulting agreement.pdf (554 KB)

Hi Nicole,

I'm attaching the signed consulting agreement.

If you have any questions please don't hesitate to reach out.

Best regards,

Kori

From: BX08@cb.nyc.gov [mailto:BX08@cb.nyc.gov]

Sent: Monday, April 14, 2014 1:28 PM

To: Kazanjian, Stephen C.; Olivia Blanchflower

Cc: Kori Petrovic

Subject: RE: Marble Hill Youthmarket

Hi everybody,

I am available tomorrow at 3pm for a conference call as well.

Nicole

Nicole Stent

District Manager

Bronx Community Board No. 8

5676 Riverdale Avenue, Suite 100

Bronx, NY 10471-2194

Tel: 718-884-3959 Fax: 718-796-2763

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From: Kazanjian, Stephen C. [Stephen_Kazanjian@bshsi.org]

Sent: Monday, April 14, 2014 1:00 PM

To: Olivia Blanchflower

Cc: BX08@cb.nyc.gov; Kori Petrovic

Subject: RE: Marble Hill Youthmarket

Hi Olivia,

Perfect. You were on my list of people to call today ;) I can do a call tomorrow (Tues) at 3 PM if that works for everyone else. Do you have a conference number you can provide? If not, I may be able to secure one. Also not sure what you had in mind for a specific agenda. I have a ballpark (Youth Market) but didn't know if you wanted to get more granular with detail.

Thanks much,

-Steve

From: Olivia Blanchflower [mailto:oblanchflower@grownyc.org]

Sent: Monday, April 14, 2014 12:58 PM

To: Kazanjian, Stephen C.

Cc: 'BX08@cb.nyc.gov'; Kori Petrovic

Subject: RE: Marble Hill Youthmarket

Hello Steve and Nicole,

I'm circling back on this so we can get a call in the works – great timing, as I can now introduce you to Kori Petrovic, who started today as our new Youthmarket Coordinator. Looking forward to all of us speaking about the upcoming season. We're available this Tuesday afternoon, Wednesday before 3, or Thursday any time. Please tell me what works for you.

Best,

Olivia

From: Kazanjian, Stephen C. [mailto:Stephen_Kazanjian@bshsi.org]

Sent: Wednesday, April 02, 2014 4:32 PM

To: Olivia Blanchflower

Exhibit 5

FW: Grow NYC contract

Robert Fanuzzi [FANUZZIR@stjohns.edu]

Sent: Friday, December 05, 2014 5:15 PM

To: BX08@cb.nyc.gov (CB)

Robert Fanuzzi, Ph. D.
Director of Civic Engagement and Public Programs
Co-Director, Staten Island Alliance for Interdisciplinary Studies
St. John's University
Director of American Studies
Associate Professor of English
St. John's College
(t) (718)390-4266
(c) (646) 496-5336

-----Original Message-----

From: Robert Fanuzzi
Sent: Saturday, June 28, 2014 10:01 AM
To: Community Board
Subject: Grow NYC contract

CLARIFICATION: This is to confirm that I, Robert Fanuzzi, in my capacity as Board Chair, signed a contract with Grow NYC on May 16, 2014.
Bob