

**VILLAGE OF SOUTH BLOOMING
GROVE
REGULAR MEETING
MONDAY
FEBRUARY 26, 2024
8:00PM**

➤ **Call to order**

Mayor Kalaj called to order the Village Board Meeting at 8:05pm on February 26, 2024, for the Village of South Blooming Grove located at 811 State Route 208, within the Village of South Blooming Grove, and having a mailing address of Monroe, New York.

➤ **Roll call**

The following persons were present:

- George Kalaj - Mayor
- Abraham Weiss – Deputy Mayor
- Yitzchok Feldman – Trustee*
- Asher Guttman- Trustee
- Zalmon Rosner - Trustee
- Joel Stern – Confidential Assistant to the Mayor
- Isaac Ekstein – Legislative Aide to Mayor
- Scott Ugell Esq. – Village Attorney
- Al Fusco- Village Engineer*
- Kerry Dougherty – Village Clerk

➤ **Correspondence**

- None

➤ **Public Comment**

- **Chris Maderia** – submitted comments in writing to the village board. Stated that at the last meeting the 2nd pick-up public hearing for March 11, 2024 motion did not mention tax verbally. The intension of the Resolution is tax assessment, not a district. We only have special districts water and sewer. The Town has a sanitation district which overlaps the village. The 2nd pick-up requires the creation of a district, the purpose of the March 11, 2024 public hearing is to make a tax assessment. **Attorney Ugell** advised that the written resolution is what the board votes on.

➤ **Discussion**

- **Mayor Kalaj** advised that the sewer back ups are costing money. It cost at least \$1500 to unblock it. He asked the residents to please only flush toilet paper.
- **Mr. Ekstein** discussed the new fire truck and explained that in the last 18 months there have been 2 structure fires.
- **Al Fusco** advised the board that the current bid for DPW has been changed to monthly fee and it is no longer hourly, therefore the village is going to re-bid for DPW with the monthly fee. It will be available later in the week.

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➤ **Business**

- **Resolution No. (17)** – Resolution of the Village Board of the Village of South Blooming Grove to participate in the Orange County Transit Program. Authorizing the Mayor to sign any and all documents including letter of intent to participate in the Orange County Transit Program. Motion to accept by Trustee Rosner, seconded by Mayor Kalaj. *4 Ayes, Mayor Kalaj, Deputy Mayor Weiss, Trustee Guttman, Trustee Rosner. 1 Absent Trustee Feldman.*
- **Resolution No. (18)** Resolution of the Village Board of the Village of South Blooming Grove authorizing Mayor to enter into a lease agreement and schedule for the purchasing of a fire truck. Motion to accept by Trustee Guttman, seconded by Trustee Rosner. *4 Ayes Mayor Kalaj, Deputy Mayor Weiss, Trustee Guttman, Trustee Rosner. 1 Absent Trustee Feldman.*

➤ **Abstract**

Motion to accept the Abstract by Mayor Kalaj, seconded by Trustee Guttman, 4 Ayes, Mayor Kalaj, Deputy Mayor Weiss, Trustee Guttman, Trustee Rosner. 1 Absent Trustee Feldman.

➤ **Adjournment**

- Motion to close the meeting at 8:24pm. by Mayor Kalaj, seconded by Trustee Rosner. *5 Ayes, Mayor Kalaj, Deputy Mayor Weiss, Trustee Guttman, Trustee Rosner and Trustee Feldman*.*

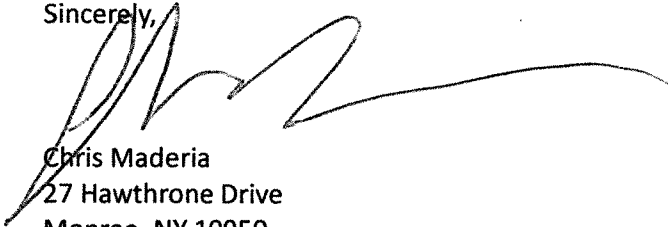
Minutes respectfully submitted by
Kerry Dougherty, Village Clerk

To The Board of the Village of South Blooming Grove

Dear Village Board,

Attached please find my full public comment to the board at its February 26, 2024, Village Meeting. Due to the three-minute rule, my full comment is limited.

Sincerely,



Chris Maderia
27 Hawthorne Drive
Monroe, NY 10950

On March 11th there will be a Public Hearing on the Expand Sanitation Services for residential properties located in the Village of South Blooming Grove (VSBG). I thought this would be a good time to share my view as to why the Village cannot enter a contract and how in 2023 it violated Village Codes, Chapter 25 Procurement Law (Updated 2018) and Chapter 150 Solid Waste. There is also evidence of possible violation(s) of General Municipal Law (GML) 103, Section 103 Advertising for bids and offers; letting of contracts; criminal conspiracies.

Here I will provide you with a timeline from August 2022 to March 2023 of facts, and evidence along with documents obtained through FOIL/FOIA Requests in support. You, the jury, then decide whether you're going to let them get away with violations of law or not. It's that simple. I can tell you this, I won't.

The story starts in August of 2022 with some back-and-forth emails between the VSBG and the Town of Blooming Grove (TBG) as it prepared for the 2023 Town Wide Refuse District Request for Bid. The VSBG requested that the TBG include in its bid request that an "Additional Service" for a second pick up be added to the bid request. This was added as an Expanded Service to be accepted or rejected by the VSBG independently of the TBG Standard Service Request for Bid. The one we pay for in our taxes. Great, no harm, no foul. TBG obliged, adding the additional service in the bid request after more back-and-forth emails concerning options the VSBG had. On August 10th, 2022, at 6:00pm Joel Stern, Assistant to the Mayor of VSBG emails TBG Supervisor Jereoloman that the village would like to go with Option 2. TBG obliges by preparing the Request for Bid, sends out for public bid and all is quiet on the Western Front.

From: Joel Stern <JStern@vosbg.com>
Sent: Wednesday, August 10, 2022 6:00 PM
To: Robert Jeroloman <supervisor@bloominggrove-ny.gov>; Simon Schwartz <sschwartzward4@bloominggrove-ny.gov>
Cc: George Kalaj <Mayor@vosbg.com>; Issac Ekstien <IEkstien@vosbg.com>
Subject: RE: Garbage pickup for South Blooming Grove

Good evening Supervisor Jeroloman and Councilman Schwartz.

Thank you for the information.

After further discussion we would like to proceed with Option 2 and with the largest size cans.

The bulk pickup schedule can stay as is.

Also, one of the pickups on the week starting Sunday, April 2, 23 should be adjusted accordingly to take place on Wednesday, April 5, 23 because of the Passover Holiday commencing on Wednesday evening.

The same adjustments should be made accordingly for the following years of the contract.

Please advise contract term options.

Thank you

Joel Stern
Assistant to the Mayor

Phone 347.408.5225
Email: JStern@VOSBG.com

November 14th, 2022: TBG Supervisor Rob Jeroloman sends an email to Mayor Kalaj, his assistant Joel Stern, Issac Ekstein and Simon Schwartz concerning having sent out request for proposal twice this year and that they accepted the lowest bidder (Marangi) for the Standard Service but Interstate Waste Services (IWS), the lowest bidder for the Expanded VSBG Service, refused the award. Mr Jeroloman then provides the VSBG with Marangi's proposal for the Expanded Service and a deadline of November 15th to accept or reject the proposal. Again, no harm, no foul and all is quiet on the Western Front.

From: Robert Jeroloman <supervisor@bloominggrove-ny.gov>

Sent: Monday, November 14, 2022 1:39 PM

To: Joel Stern <JStern@vosbg.com>; Simon Schwartz <sschwartzward4@bloominggrove-ny.gov>; George Kalaj <Mayor@vosbg.com>; Issac Ekstien <IEkstien@vosbg.com>

Cc: George Kalaj <Mayor@vosbg.com>; Issac Ekstien <IEkstien@vosbg.com>

Subject: RE: Garbage pickup for South Blooming Grove

Mayor Kalaj, Mr. Stern, Ekstien and Councilman Schwartz.

The Town has had to go out for request for proposal twice this year seeking a reasonable cost savings for all residents for garbage and recycling collection for the Townwide garbage district. We have accepted the lowest bidder for the once a week garbage and recycling pickup from Marangi Disposal as they were the lowest responsible proposal for the standard garbage and recycling services (\$31.50 per-household per-month and a total contract saving for the five (5) year contract of \$547,371.00). The \$547,371 total saving is a significant savings for the life of the five (5) year contract that the Town Board could not overlook. The lowest proposal for the Village's expanded service was IWS at \$15.89 per-household, per-month.

With that said the Town did give notice to both companies and Marangi Disposal has accepted the award for the townwide standard service, however, IWS has refused the award for the expanded service for the Village of South Blooming Grove. The next lowest proposal for the expanded services is Marangi Disposal. (please see the below rates).

Marangi Disposal proposal for the expanded service for the Village is: (Note: this expanded service is an additional charge and will be added to the standard service charge, totaling \$68.90 per-month, per-household)

Year 1 \$37.40/ Unit per-household- per month (additional charge to the standard service charge \$31.50)

Garbage / Regular Bulk: The Village residents will receive an additional three (3) bulk items picked up once a week and one (1) additional weekly garbage collection scheduled and collected on a different day of the week than the Standard Service collection (agreed to by the Town) from all single-family and two-family residences in the Village of South Blooming Grove.

Recycling: This shall include twice weekly recyclables collection on the same day as the regular garbage collection.

Spring additional bulk: The Contractor will provide an additional Village-wide bulk garbage pickup, starting on 4/5/23 at 6:00a.m. with a goal of completing the entire Village by Twelve Noon (12:00p.m.). This will occur each and every year of the contract.

Additional Cardboard pick up: The expanded service allows for twice a week additional cardboard collection from Village residents.

Please keep in mind that the Town has found that there are more than approximately 220 plus homes within the Village of South Blooming Grove who have secured additional garbage totes from IWS for their pickup. These additional totes from IWS come at an additional cost to the homeowner who pays IWS directly for this additional service. Going to the expanded service of twice (2X) a week was to assist those residents who have multiple totes to accommodate those households and others that are in need of additional garbage pickup within the Village.

The Town, after receiving the declination of award from IWS, has been in contact with the owners of Marangi Disposal in regards to these additional services. They are ready willing and able to accept the award for expanded service.

Additional research has found the following 2023 garbage rates for the following towns:

Town of Goshen \$46.66 per-household per-month for once a week pickup of garbage & recycling with no bulk pick up. These are private contracts without the Town involvement.

Town of Hamptonburgh \$45.87 per-household per-month for once a week pickup of garbage & recycling with no bulk pick up. These are private contracts without the Town involvement.

Town of Warwick \$38.00 per-household per-month for once a week pickup of garbage with no bulk pick up. These are private contracts without the Town involvement.

The Town of Warwick provides, through private contractors, recycling pick up of \$7.12 per month for once a week pickup. Total \$45.12 per-household per-month for once a week pickup without bulk.

An average of \$45.88 per-household per-month for once a week pickup of garbage & recycling with no bulk pick up.

Marangi Disposal cost for standard once a week garbage and recycling with four (4) bulk items is \$31.50 per-household per-month.

If you add Marangi Disposal's additional expanded service cost the rate is \$68.90 per-household, per-month for twice (2X) a week pickup of all garbage and recycling with four (4) bulk items and twice (2x) a week of cardboard, plus additional scheduled spring garbage, recycling, and bulk pickup each and every year of the contract for the Village.

This standard service and expanded service averages to \$34.45 per-household, per-month, per-garbage / recycling / bulk pickup.

This is \$11.43 per-household, per-month, per-pickup savings that the other municipalities' residents surveyed do not receive.

The Town is in need of your input and response as to this expanded service for the Village residents.

Please provide my office with your response no later than Tuesday, November 15, 2022 at 2:00 pm. as this award must be provided to the contractor by Tuesday, November 15, 2022 close of business.

If the Town does not receive your response by Tuesday, November 15, 2022, 2:00 pm it will then be presumed that the Village of South Blooming Grove is wanting and supports the Town's award of the expanded garbage and recycling services to Marangi Disposal for an additional \$37.40 per-household per-month within the Village.

Thank you for your understanding and cooperation in regards to this matter.

Best Regards,

Rob Jeroloman
Supervisor

November 15th, 2022: Joel Stern emails TBG Supervisor Jeroloman thanking him for the Towns “in depth diligence with this matter” and then proceeds to tell Mr. Jeroloman the VSBG has reviewed Marangi’s rates and will not proceed with the expanded service. It was VSBG not TBG who refused the bid. Mr. Ekstein never tells that part of the story at public hearings. All you hear from him is, the Town refused the bid. While yes, technically the Town did reject the bid, it was at the request of the VSBG. The TBG didn’t decide. That’s being deceitful and hold onto that because it comes into play again when we get to March of 2023.

From: Joel Stern <JStern@vosbg.com>
Sent: Tuesday, November 15, 2022 12:41 PM
To: Robert Jeroloman <supervisor@bloomington-nv.gov>; Simon Schwartz <sschwartzward4@bloomington-nv.gov>; George Kalaj <Mayor@vosbg.com>; Issac Ekstien <IEkstien@vosbg.com>
Cc: George Kalaj <Mayor@vosbg.com>; Issac Ekstien <IEkstien@vosbg.com>
Subject: RE: Garbage pickup for South Blooming Grove

Good afternoon Supervisor Jeroloman,

Thank you for your in depth diligence with this matter.

We have reviewed Marangi's rates and we will not proceed with their expanded service.

Question: Can you split the Village contract from the Town contract and have IWS both IWS and have Marangi bid again just for the Village?

If -and hopefully- yes, please have IWS and Marangi provide pricing for single and expended pickups in the Village only.

Also, any contract with Marangi and/or IWS should have termination option with notice 90 days before years end.

Looking forward to hearing from you.

Thank you

Joel

November 17th, 2022: TBG Supervisor Rob Jeroloman emails VSBG to clarify the garbage units within the VSBG and notifies them of the services they will receive from the Town Wide Waste District starting on January 1, 2023, to December 31, 2027. Remember the Expanded Service for the VSBG has been rejected. It does not exist.

From: Robert Jeroloman
Sent: Thursday, November 17, 2022 6:18 PM
To: Joel Stern <JStern@vosbg.com>; Simon Schwartz <sschwartzward4@bloomington-ny.gov>; George Kalaj <Mayor@vosbg.com>; Issac Ekstien <IEkstien@vosbg.com>; mgentile@marangiawaste.com
Cc: George Kalaj <Mayor@vosbg.com>; Issac Ekstien <IEkstien@vosbg.com>; Kerry Dougherty <Clerk@vosbg.com>; Clerk <clerk@villageofsouthbloomington.com>
Subject: RE: Garbage pickup for South Blooming Grove

To all

The Town has been asked to clarify the garbage units within the Village of South Blooming Grove

The Village of South Blooming Grove has:

two hundred and forty nine (249) condos located within the Rolling Hills Condominiums located within the Village.

Total of residential garbage units there are;

eleven (11) two family homes

eight hundred and sixty three (863) single family homes.

The Village of South Blooming Grove will receive from the Town-wide Garbage District starting on January 1 2023 to December 31, 2027, the following garbage and recycling service of:

Standard Service: Once weekly collection from all single-family and two-family residences in the Town. This shall include once weekly recyclables collection on the same day as the regular garbage collection and shall also include bulk items collection. Bulk items shall be collected from April 1 through December 31 of each contract year. Each dwelling unit shall be permitted to place four bulk items for collection per week and the Contractor shall collect each such bulk item on the same day as the regular garbage collection including the collection of Rolling Hills Condominiums dumpsters located within the Village of South Blooming Grove. All Toters shall be provided by the Contractor.

If you have any question please contact me directly.

November 22, 2022: Joel Stern, Assistant to the Mayor VSBG emails TBG Supervisor Jeroloman to thank him for his detailed clarification and we see the first signs of back door negotiations going on between VSBG and Margani Waste. Quote: "I believe Councilman Schwartz is in touch with you about our final arrangements for the expanded pickup with Marangi." Wait a sec, final arrangements? The bid was rejected for the expanded pickup. This is a public work contract and by law it would have to go out to bid not negotiated behind closed doors. What do you think?

From: Joel Stern <JStern@vosbg.com>

Sent: Tuesday, November 22, 2022 10:58 PM

To: Robert Jeroloman <supervisor@bloominggrove-ny.gov>; Simon Schwartz <sschwartzward4@bloominggrove-ny.gov>; George Kalaj <Mayor@vosbg.com>; Issac Ekstien <IEkstein@vosbg.com>

Cc: George Kalaj <Mayor@vosbg.com>; Issac Ekstien <IEkstein@vosbg.com>

Subject: RE: Garbage pickup for South Blooming Grove

Good evening,

Thank you for your detailed clarification, I believe Councilman Schwartz is in touch with you about our final arrangements for the expanded pickup with Marangi.

Thank you for your consideration with this matter

Joel

December 1, 2022: TBG Supervisor Rob Jeroloman emails Joel Stern, Simon Schwartz, Mayor Kalaj, Issac Ekstein, Kerry Dougherty and an employee of Marangi Disposal concerning a conversation he had with Mike Marangi, owner of Marangi Disposal. Mr. Marangi informed him of negotiations he has been in with the VSBG for an additional garbage collection that is outside of and not included in the Town's Garbage, Refuse, and Recycling Collection Contract. Mr. Jeroloman also responds to a question about amending TBG's 2023 Fiscal Budget explaining to VSBG that he cannot amend his budget.

From: Robert Jeroloman <supervisor@bloominggrove-ny.gov>
Sent: Thursday, December 1, 2022 12:45 PM
To: Joel Stern <JStern@vosbg.com>; Simon Schwartz <sschwartzward4@bloominggrove-ny.gov>; George Kalaj <Mayor@vosbg.com>; Issac Ekstien <IEkstien@vosbg.com>; mgentile@marangiwaste.com
Cc: George Kalaj <Mayor@vosbg.com>; Issac Ekstien <IEkstien@vosbg.com>; Kerry Dougherty <Clerk@vosbg.com>; Kerry Dougherty <Clerk@vosbg.com>
Subject: RE: Garbage pickup for South Blooming Grove

Simon and Isaac

I had a conversation with Mike Marangi, owner of Marangi Disposal, he has informed me (the Town) that he (Marangi Disposal) has been in negotiations with representatives of the Village of South Blooming Grove in regards to a contract with the Village of South Blooming Grove for an additional garbage collection that is outside of and not included in the Town's Garbage, Refuse, and Recycling Collection Contract. Mr. Marangi has provide the Town with the attached letter of notice.

I was asked about amending the Town's 2023 Fiscal Budget:

The Town adopted the 2023 fiscal Budget on November 15. On November 16 the Town's Comptroller submitted the Town's 2023 Fiscal Budget to the NYS Comptroller, Division of Budgets (Tax Cap) and the County of Orange. On November 17 the NYS Comptroller's office confirmed receipt of the

Town's submitted budget and the Division of Budgets (Tax Cap) reviewed, with the Town's Comptroller, the budget and accepted the Town's submitted budget. According to NYS Law the Town's 2023 Fiscal Budget must be submitted in final form no later than November 20 of each and every year. The County of Orange has confirmed receipt of the Town's final 2023 budget and the Town tax bills have been finalized and created.

According to NYS Law the Town cannot amend their budget once it has been adopted, submitted, and finalized.

Additionally the Town's Budget cannot be amended after November 20 of each year. In other words on November 21 of each year the Town Budget is automatically finalized by function of law whether adopted or not.

Villages who have adopted a fiscal year that starts on January 1 and ends on December 31, like the Village of South Blooming Grove, have a budget deadline that I believe is this week. The Village could amend their budget if they so desire to.

If there is anything we can further assist you with please let me know.

December 5, 2023: Joel Stern emails TBG Supervisor Rob Jeroloman and Issac Schwartz that VSBG have found that not only can a local government amend their budget after adoption its recommended and required by the State's Comptroller's Office and again asks for the TBG to adopt its budget to include the additional garbage collections as negotiated with Mr. Marangi in time to commence on January 1st, 2023. Didn't realize that Private Companies can negotiate Public Works Contracts with municipalities outside of public view. That's a new twist on the law. Also, how could TBG amend, which they can't, when we, the residents, haven't seen any costs from this negotiation?

From: Joel Stern <JStern@vosbg.com>
Sent: Monday, December 5, 2022 8:15 AM
To: Robert Jeroloman <supervisor@bloominggrove-ny.gov>; Simon Schwartz <sschwartzward4@bloominggrove-ny.gov>

Cc: George Kalaj <Mayor@vosbg.com>; Issac Ekstien <IEkstien@vosbg.com>; Kerry Dougherty <Clerk@vosbg.com>; mgentile@marangiwaste.com
Subject: RE: Garbage pickup for South Blooming Grove

Good morning Mr. Supervisor, Councilman Schwartz et al,

Thank you for your reply, however, after further research we have found that not only can a local government amend their budget after its adoption, its actually recommended and required by the State Comptroller's office.

See link below, and specifically on page 5, paragraph 2: *Furthermore, the budget process does not end with the adoption of the budget. Instead, the budget is a document that must be monitored and amended from time to time, as needed.*

<https://www.osc.state.ny.us/files/local-government/publications/pdf/understanding-the-budget-process.pdf>

With the above in front of us, we respectfully ask that the town amends their budget to include the additional garbage collections as negotiated with Mr. Marangi - in time to commence on January 1, 2023.

We would have done the same for the town vice versa without hesitation.

Thank you for your consideration and collaboration with this matter!

Joel Stern
Assistant to the Mayor

December 6, 2023: TBG Supervisor responds to Mr. Stern previous email on budget adoption. Speaks for itself. TBG has done all its due diligence throughout this. Its unsettling now on the Western Front.

----- Original message -----

From: Robert Jeroloman <supervisor@bloominggrove-ny.gov>

Date: 12/6/22 10:34 AM (GMT-05:00)

To: Joel Stern <JStern@vosbg.com>, Simon Schwartz <sschwartzward4@bloominggrove-ny.gov>

Cc: George Kalaj <Mayor@vosbg.com>, Issac Ekstien <IEkstien@vosbg.com>, Kerry Dougherty <Clerk@vosbg.com>, mgentile@marangiwaste.com

Subject: RE: Garbage pickup for South Blooming Grove

Mr. Stern

I forwarded your emails to our Town Attorney and the NYS Association of Towns Legal Counsel. They have provided me with the below opinions that clearly state that the Town cannot amend / change the adopted / final budget after adoption in November. Please refer to the below:

"Supervisor Jeroloman:

*Those statements relied on by the Village are general statements about amending a budget **during the budget year** when the Town can amend a budget, make transfers, etc. However, **next year's adopted 2023 budget cannot properly be amended NOW** and could only be amended when the budget year commences January 1, 2023. **For now, it is final. So your statement that the Town cannot make changes to the adopted FY2023 budget was accurate.**"*

*"Following up our discussion regarding budget amendments, Town Law 112 only authorizes supplement appropriations or increasing existing budget appropriations **"during the fiscal year"** so the **Town cannot authorize supplemental appropriations in an adopted final budget for a fiscal year that has not yet commenced.**"*

*Brian D. Nugent, Esq.
FEERICK NUGENT MacCARTNEY PLLC
96 South Broadway
South Nyack, NY 10960
845.353.2000
845.353.2789 (fax)*

If you have a legal opinion that is contrary to the above legal, opinions please provide them to me and I will have our legal counsel review them.

If there is anything we can further assist you with please let me know.

Best Regards,

Rob Jeroloman
Supervisor

December 6, 2023: Joel Stern emails TBG Supervisor Rob Jeroloman grasping for straws in reply to Mr. Jeroloman's previous email concerning law not allowing him to adopt his budget.

From: Joel Stern <JStern@vosbg.com>
Sent: Tuesday, December 6, 2022 10:42 AM
To: Robert Jeroloman <supervisor@bloomington-nv.gov>; Simon Schwartz <sschwartzward4@bloomington-nv.gov>
Cc: George Kalaj <Mayor@vosbg.com>; Issac Ekstien <IEkstien@vosbg.com>; Kerry Dougherty <Clerk@vosbg.com>; mgentile@marangiwaste.com
Subject: RE: Garbage pickup for South Blooming Grove

Good morning,

What IS there that CAN be done to include the extra garbage pickups, there is for sure an avenue that can make this possible.

If there's a will there's a way!

Rob, show some love for good old South Blooming Grove...

Thank you

Joel Stern
Assistant to the Mayor

Mr. Jeroloman replies to Mr. Stern email stating he is confused and informs him that TBG terminated the expanded service for VSBG at their direction. Mr. Jeroloman asks Mr. Stern if VSBG now wants to accept the expanded garbage service agreement in the same form and conditions that were in the Request for Proposal from Marangi as cited in his November 14, 2022, email above and goes on to review it. He informs VSBG the TBG is always ready, willing, and able to assist, however, it is unclear what is being discussed. They know VSBG is negotiating behind closed doors and it's illegal in my opinion. TBG is trying to keep some distance while still providing VSBG an opportunity to get the Expanded Service, the right way, by law.

From: Robert Jeroloman <supervisor@bloominggrove-ny.gov>
Sent: Tuesday, December 6, 2022 11:50 AM
To: Joel Stern <JStern@vosbg.com>; Simon Schwartz <sschwartzward4@bloominggrove-ny.gov>
Cc: George Kalaj <Mayor@vosbg.com>; Issac Ekstien <IEkstien@vosbg.com>; Kerry Dougherty <Clerk@vosbg.com>; mgentile@marangiwaste.com
Subject: RE: Garbage pickup for South Blooming Grove

Mr. Stern

I am confused. On November 15 you emailed me in regards to the "expanded garbage services" ...
"Thank you for your in depth diligence with this matter. We have reviewed Marangi's rates and we will not proceed with their expanded service."

What has occurred since this email?

You are now asking for extra garbage pickups?

The Town terminated the "expanded garbage service agreement" after receiving your email.

Is there a change that you now want the "expanded garbage service" in the same form and conditions that were in the Request For Proposal / BID from Marangi Disposal company as stated in my November 14 email?

November 14 email stated:

"Marangi Disposal proposal for the expanded service for the Village is: (Note: this expanded service is an additional charge and will be added to the standard service charge, totaling \$68.90 per-month, per-household)

Year 1 \$37.40/ Unit per- household– per month (additional charge to the standard service charge \$31.50)

Garbage / Regular Bulk: The Village residents will receive an additional three (3) bulk items picked up once a week and one (1) additional weekly garbage collection scheduled and collected on a different day of the week than the Standard Service collection (agreed to by the Town) from all single-family and two-family residences in the Village of South Blooming Grove.

Recycling: This shall include twice weekly recyclables collection on the same day as the regular garbage collection.

Spring additional bulk: The Contractor will provide an additional Village-wide bulk garbage pickup, starting on 4/5/23 at 6:00a.m. with a goal of completing the entire Village by Twelve Noon (12:00p.m.). This will occur each and every year of the contract.

Additional Cardboard pick up: The expanded service allows for twice a week additional cardboard collection from Village residents."

The Town is always ready, willing and able to assist, however, it is unclear to me what it is we are discussing. The RFP / BID agreement for the above expanded garbage service agreement or something else?

Once it is clear what is being requested of the Town, the Town can review the request and respond accordingly. Please provide your request in writing so that our Town Counsel can also review it and assist.

Best Regards,

Rob Jeroloman
Supervisor

Mr. Stern replies back to Mr. Jeroloman's explaining to him on November 15, 2022, the expanded pickup had a very high rate which wasn't cost effective for Village Residents. But don't you worry, they were on the case and were able to negotiate with Margani for a much better rate and therefore would like to continue this. Continue what? We'll see things starting to heat up as it pertains to law next.

From: Joel Stern <JStern@vosbg.com>
Sent: Tuesday, December 6, 2022 8:56 PM

To: Robert Jeroloman <supervisor@bloominggrove-ny.gov>; Simon Schwartz <sschwartzward4@bloominggrove-ny.gov>
Cc: George Kalaj <Mayor@vosbg.com>; Issac Ekstien <IEkstien@vosbg.com>; Kerry Dougherty <Clerk@vosbg.com>; mgentile@marangiwaste.com
Subject: RE: Garbage pickup for South Blooming Grove

Good evening Rob,

On November 15 the expanded pickup had a very high rate which wasn't cost efficient for the village residents.

Fortunately, we were able to negotiate with Marangi for a much better rate and therefore we would like to continue with this.

We greatly appreciate your effort with this.

And once again, if you would ask this from us we would have bent over backwards to make this happen for the town.

Let's bring on the spirit! Make it happen!

Looking forward!

. . .

December 8, 2023: TBG Supervisor Rob Jeroloman emails Joel Stern in response. Puts them on notice that by Municipal Law the contract must go out to public bid and outside of that, he wants no part of it. Lays out an option for them to get together a Request for Bid.

From: Robert Jeroloman
Sent: Thursday, December 8, 2022 4:59 PM
To: Joel Stern <JStern@vosbg.com>; Simon Schwartz <sschwartzward4@bloomington-ny.gov>
Cc: George Kalaj <Mayor@vosbg.com>; Issac Ekstien <IEkstien@vosbg.com>; Kerry Dougherty <Clerk@vosbg.com>; mgentile@marangiwaste.com
Subject: RE: Garbage pickup for South Blooming Grove

Good evening Mr. Stern

Thank you for your email. To understand what has occurred you have met with Marangi Disposal representatives and negotiated a rate for expanded garbage services for the Village. When this occurred, the Town was not given notice of your intentions and these negotiations were done so without Town Board knowledge, consent, and / or approval.

With that said, as required by New York State General Municipal Law all public works contracts with the total cost amount of \$35,000 or more shall be required to be in a form of an open, public BID / Request for Proposal. All garbage collection service contracts are public works contracted services.

The Town was just informed that the estimated annual cost of the expanded garbage services that you negotiated is in excess of \$220,000 per-year for five (5) years, which is a total cost in excess of \$1,115,100 for the life of the agreement.

As stated in previous emails the Town real-estate tax levy does not include moneys to cover these costs and the Town cannot enter into an agreement for expanded garbage services that was not authorized by the Town Board and which has not been awarded through an open, public BID / Request for Proposal.

If public moneys were to pay for an agreement for a public works contract in a total amount of \$35,000 or more and was not awarded through a Town Board resolution and was not in a form of an open, public BID / Request for Proposal, then the Town would be in direct violation of New York State General Municipal Law and a legal change would be filed against the Town and the Town would fail.

If the Village of South Blooming Grove had provided the Town with a written proposal for expanded garbage services the Town Board could have authorized the Town Attorney to create an open, public BID / Request for Proposal for expanded garbage services that is now acceptable to the Village. Because of how late it is in the budget process the only avenue that the Town Board has now to consider is to:

1. receive a written proposal from the Village,
2. Town Board review and consider it,
3. decide what is in the overall best interest,
4. make a determination to authorize the Town Attorney to create an open, public BID / Request for Proposal,
5. Go out for open, public BID / Request for Proposal
6. Review the public BID / Request for Proposal
7. Consider to award the proposal
8. Add it to the **2024 proposed budget**
9. Consider to Levy it on the **2024 real-estate tax bill**
10. And have the contract for expanded garbage service and the service start on **January 1, 2024**

There is no clear path to provide this service in 2023 and fund it in 2023. Please keep in mind the garbage contract that was awarded began in July and was awarded on November 15.

I will forward your email and this email to our Town Attorney for his review and consideration.

Thank you for adding additional clarity to what has occurred and have a good night

December 30, 2022: TBG Town Supervisor Rob Jeroloman sends an email to VSBG concerning falsehoods coming from VSBG representatives informing VSBG Residents that TBG refused to provide a second garbage collection. He again provides notice to VSBG that negotiating public contracts is against New York State Law. See November 15th above for a refresher in deceitfulness. That's two instances now of VSBG's lack of transparency and deceitfulness. One more to come and it's the icing on the cake.

From: Robert Jeroloman <supervisor@bloominggrove-ny.gov>
Sent: Friday, December 30, 2022 12:19 PM
To: Joel Stern <JStern@vosbg.com>; Simon Schwartz <ssschwartzward4@bloominggrove-ny.gov>
Cc: George Kalaj <Mayor@vosbg.com>; Issac Ekstien <IEkstien@vosbg.com>; Kerry Dougherty <Clerk@vosbg.com>; mgentile@marangiwaste.com; bnugent@fnmlawfirm.com; Shannon Flanagan Daly <ShannonD@fnmlawfirm.com>
Subject: FW: Garbage pickup for South Blooming Grove

To Whom It May Concern as a representative of the Village of South Blooming Grove Local Government:

It has been brought to the Town's attention that representative(s) from Village government have informed Village residents that the Town refused to provide a second garbage collection for the Village of South Blooming Grove.

This is a clear falsehood and only spreads misinformation.

To reiterate what has occurred the below emails and direct discussion(s) with Village government representatives:

- 1) On August 3 through and including August 10 the Town contacted and received the Village's recommendation for a second garbage collection, recycling and additional spring cleanup. (see August 10th email below)
- 2) The Town went out two (2) times for Request for Proposal for standard 1 x garbage collection and expanded garbage services for the Village of South Blooming Grove
- 3) On November 15 the Town received an email from the Village stating "We have reviewed Marangi's rates and we will not proceed with their expanded service."

These emails clearly show the Town attempt to work with the Village to provide the Village with additional garbage collection and the Village's response that they "**will not proceed with the expanded service.**"

Later emails show that the Village, outside of the Town and its already awarded contract for standard one (1) pick up for garbage services, was negotiating with Marangi Disposal for additional garbage collection without the Town's involvement, authorization, and / or consent.

See email dated December 1 through and including December 8:

"owner of Marangi Disposal, he has informed me (the Town) that he (Marangi Disposal) has been in negotiations with representatives of the Village of South Blooming Grove in regards to a contract with the Village of South Blooming Grove for an additional garbage collection that is outside of and not included in the Town's Garbage, Refuse, and Recycling Collection Contract."

Later emails are clear that the second additional garbage collection that was negotiated with representatives from the Village was for a direct contract with the Village. Only after the conclusion of this negotiated agreement (without Town involvement and consent) was the Town asked by Village representatives to pay for this additional service. As clearly stated in New York State law it is prohibited that public works contracts be negotiated in this fashion (way) and the Town provided the Village with opinions from the Town Attorney and others that clearly state how the Town cannot pay for this improperly negotiated agreement.

To tell Village residents clear misinformation of what occurred is a disservice to the Village and its residents.

Best Regards,

Rob Jeroloman
Supervisor

January 3, 2023: Joel Stern emails TBG Supervisor Rob Jeroloman to clear this up and without going into petty arguments. He states from day one that VSBG wanted two pickups weekly. He adds, “the town went on to try to negotiate that and we appreciate your efforts, but unfortunately whoever is doing procurement and negotiation on behalf of TBG lacks the skill and experience and is doing a poor job, and this is understated.” Let’s exam this Mr. Stern. On January of 2023 I received a bill from the VSBG for \$309.00 for a service I never participated in. As noted on your bill it amounts to \$25.75 a month.

In 2023, if a member of the Town Wide Refuse District requested a second garbage container the cost associated with that through TBGs contract was \$21.75. Today, in 2024 it will cost you \$23.75. I think 21 and 23 are both less than 25 but what do I know. He goes on to mumble about some other trivial issues but that last paragraph caught my attention.

A request to remove VSBG from the TBG Town Wide Refuse District. VSBG thought it could just sharpen a pencil and remove itself, not realizing that it would have to go to vote. No problem for them, right? Wrong, voters would include all members of the Town Wide Refuse District not just voters in VSBG and they knew they would lose.

VSBG Code 150 Solid Waste is the governing law concerning garbage removal. VSBG Code 150 clearly puts the VSBG in the TBG Town Wide Waste District. It provides the rules to the game. The only discretion given to VSBG under this code is scheduling and enforcement. Scheduling meaning, VSBG at its discretion can ask Margani Disposal to not pick up on Monday X due to XX, so can you please pick up on Tuesday? It cannot add additional costs to the residents, only the TBG Board is empowered and authorized from time to time to establish the schedule of charges, fees, and rates to be paid by users. The TBG Board will be empowered and authorized within the VSBG as long as VSBG remains within the TBG Town Wide Refuse District. See Village Code 150-07 Service Charges.

VSBG Code 150-08, Lien of refuse and garbage service charges clearly states, “All refuse and garbage service charges, penalties and interest thereon shall be lien upon the real property benefited by the refuse and garbage collection and disposal service from the date that the refuse and garbage service charge is due and payable.” A clerk or whomever down at the VSBG office making up a bill for \$309.00 and mailing it off to you doesn’t cut it.

What’s more alarming to me and hopefully to you as well is Mr. Stern’s reliance on the term “negotiating.” This isn’t a private business. It’s a Municipality. Remember, he is not an elected official or a member of the VSBG board, he’s just the Mayor’s Assistant. With all the construction and other infrastructure issues inside the VSBG is this how they approach all Public Works contracts or any contracts that are supposed to be sent out for bid? This to me opens that door. Mr. Stern is adamant that you need a good negotiator on staff. Who is the VSBG’s Key Negotiator? I would like to meet him or her since they are using my and your monies to pay for these backdoor deals.

From: Joel Stern

Sent: Tuesday, January 3, 2023 6:50 AM

To: Robert Jeroloman <supervisor@bloominggrove-ny.gov>; Simon Schwartz <sschwartzward4@bloominggrove-ny.gov>

Cc: George Kalaj <Mayor@vosbg.com>; Issac Ekstien <IEkstien@vosbg.com>; Kerry Dougherty <Clerk@vosbg.com>; mgentile@marangiwaste.com; bnugent@fnmlawfirm.com; Shannon Flanagan Daly <ShannonD@fnmlawfirm.com>

Subject: RE: Garbage pickup for South Blooming Grove

Good morning all and Happy New Year!

To clear this up and without going into petty arguments, we asked from day one to have 2 pickups weekly, yes, the town went on to try to negotiate that and we appreciate your efforts, but unfortunately whoever is doing procurement and negotiation on behalf of the town lacks the skill and experience and is doing a poor job, and this is understated. On a side note, this is also a definite contributor to the very high town taxes, by having a weak negotiator on hand everyone pays a price...

We refused the towns pricing for the second weekly pickup after realizing that it wasn't properly negotiated, instead we made the town aware verbally and in writing a couple of times and through Councilman Schwartz that we can - and we will try to negotiate this ourselves with Marangi directly and get back to the town, which we did, and we were very successful, but at which point the town didn't want to amend the budget, for different so called legal limitations which we found to be fictional, the only reason was pure inconvenience for the town board.

Also, the numbers that were provided to us by the town about the amount of residents in the village with extra sets of toters is incorrect, we are finding out right now that there are way more residents with secondary sets of toters, had we received the true and correct information from the town in the first place we could've negotiated even better...

On Friday the 12/30/22 Marangi sent around their solicitors in the village to residents that had second sets of toters with IWS trying to coerce them to continue with their second sets of toters for an extorted amount of \$110 monthly, for the second set itself! This is price gouging and highway robbery, is the town aware of this?! See attached.

Yesterday, Marangi did a messy job for their first impression to say the least, they left trash and cardboard at many addresses, we consider this a breach of contracted services.

And for the record, the only reason that we were still doing sanitation through the town was for the advantage of the quantity discount and price leverage, if this cant work out there's no reason that the town and village should be in this together, it only causes head and heart ache for both parties.

We are at a point where we are ready to split up and do this ourselves immediately, I recommend we should arrange for the village residents taxes to the town that are allocated for sanitation should be returned to the village and we will take it from there, this will make it easier for everyone.

We're looking forward to hearing from you!

Thank you for your consideration

Joel Stern
Assistant to the Mayor

January 10, 2023: TBG Supervisor emails Joel Stern and others in reply to Mr. Sterns, January 2, 2023, email. The email speaks for itself. It's now the third time TBG Supervisor Jeroloman explains to VSBG that the VSBG is asking him to violate New York General Municipal Law and under no circumstances will he be participating in that. The VSBG has been on notice now, on multiple occasions, that it is violating the law as it pertains to the bidding process, and they just continue to ignore it.

From: Robert Jeroloman
Sent: Tuesday, January 10, 2023 10:46 AM
To: Joel Stern <JStern@vosbg.com>; Simon Schwartz <sschwartzward4@bloominggrove-ny.gov>
Cc: George Kalaj <Mayor@vosbg.com>; Issac Ekstien <IEkstein@vosbg.com>; Kerry Dougherty <Clerk@vosbg.com>; mgentile@marangiwaste.com; bnugent@fnmlawfirm.com; Shannon Flanagan Daly <ShannonD@fnmlawfirm.com>
Subject: RE: Garbage pickup for South Blooming Grove

Mr. Stern

As you stated **"we will try to negotiate this ourselves with Marangi directly"**. What you continue to ignore is New York State Law (General Municipal Law) which clearly states that public works contracts that have a total cost of more than \$30,000 cannot be **"negotiate"** it is required to be sent out at a Request for Proposal / BID. To negotiate a public works contract yourselves and one on one with a vendor is prohibited by NYS law. You stated that **"whoever is doing procurement and negotiation on behalf of the town lacks the skill and experience and is doing a poor job"** The Town, its attorneys and Town Board created the parameters of the RFP / BID for garbage & recycling services as required by New York State Law and what the needs are for the Town and both Villages. We did so by contacting the Village of South Blooming Grove and the Village provided the Town with what the Village were wanting to see for garbage and recycling services. This was done in August of 2022. The Village reviewed the RFP / BID parameters and approved them.

It was the Village of South Blooming Grove and their representatives that provided the Town with the needs of the Village and who rejected the proposals that were provided to the Town from the RFP / BIDs in October and November from the various garbage companies.

To respond to your statement of **"we are ready to split up and do this ourselves immediately, I recommend we should arrange for the village residents taxes to the town that are allocated for sanitation should be returned to the village"** as I am sure the Village is aware, the Village of South Blooming Grove resides within the New York State approved and lawfully created Town of Blooming Grove Garbage District. It would unlawful for the Town to gift moneys to the village because the village is upset that the second garbage collection was rejected by the Town after you, Mr. Stern, stated on November 15 **"We have reviewed Marangi's rates and we will not proceed with their expanded service."**

Your email(s) clearly shows that you are not aware how New York State local governments lawfully conduct governmental business or are aware but choose to ignore the law / refuse to follow the law. Either way the Town will always continue to conduct all Town business in a lawful and ethical manner.

With that said the Town and its attorneys are working with others on a proposal that Town Councilman Schwartz has suggested earlier. Once the Town has lawful and ethical guidance on how best to move forward the Town will then consider how best to move forward.

The Town will not negotiate behind closed doors, without going to RFP / BID (as required by law) and making back door deals for a public works contract that will have a proposed charge of more than \$200,000 yearly and a total cost of more than \$1,000,000 for a five (5) year contract.

March 2023: VSBG Public Meeting authorizing VSBG Mayor Kajal to enter a contract with Margani Disposal for a second garbage pickup. Starts at 32:15.

<https://www.facebook.com/watch/?v=1693017314488643>

Mr. Ekstein, a non-elected Village employee or board member at 32:15 presents to the VSBG Board a motion for resolution for the VSBG to enter a Public Works contract with Margani Disposal for the second garbage pickup known as the Expanded Service.

Mr. Ekstein goes on to explain to the VSBG Board and residents that the TBG awarded its contract bid to the lowest bidder Margani Disposal but that the TBG did not award the expanded service. That is a mistruth, and he is knowingly telling a mistruth. He has been part of the email chain above for months. TBG awarded the VSBG Expanded Service contract to Interstate Waste (ISW) at a cost of \$15.00 per pickup. It was Interstate Waste who refused the award. Marangi Disposal was not the lowest bidder as it pertains to VSBG Expanded Services, and the service was not awarded to anyone. A blind squirrel could find all the nuts in the emails between the TBG and VSBG from August 2022 through January of 2023. He is also leaving out how TBG Supervisor advised the VSBG that ISW refused the contract, provided them Margani's Proposal as they now became the lowest bidder on the expanded service and gave the VSBG a November 15th deadline to accept or reject the offer. The emails above show that the VSBG rejected Marangi's proposal on November 15, 2023, and the Expanded Service portion of the TBG Town Wide Waste District Contract is now bye, bye, it's a dead issue.

The VSBG though, doesn't recognize this so they come up with another plan. Piggybacking. Before we get to piggybacking, refresh your memory on the mail chain above. TBG time and time again told the VSBG that it would have to go back out to public bid before anyone could be awarded the Expanded Service Contract. It would be a violation of New York General Municipal Law (NYGML) and VSBG Code Chapter 25 Procurement Law (Updated 2018) too. To piggyback a contract in the State of New York, the first hurdle any public agency must overcome is the contract/bid must have been LET BY the originating agency to be piggybacked. NYGML requires a clause in all public contracts/bids that states, hey fellow public agencies, here is a public bid/contract and the TBG gives you permission to utilize or TBG reserves the right to approve any use.

I've spoken with TBG Supervisor Rob Jeroloman on this issue. His reply, he has never in his career put a clause in any Bid Request/Contract that his bid/contract can be piggybacked. Read the Marangi bid/contract documents attached, there is no clause authorizing anyone. Below is the non-assignment clause stating TBG reserves the right and the VSBG was told over and repeatedly that the Expanded Service would have to go back out to public bid. Mr. Ekstein is again being deceitful in his representations to the VSBG Board and the public.

Mr. Ekstein goes on to explain that Marangi sent over a contract. The one nobody has ever seen. Why, because it never existed. Nobody has been able to get their hands on this. The only contract I've been able to come up with from a FOIL Request with the VSBG is the one attached with just the VSBGs Mayor signature on it. This contract was created by VSBG not Marangi Disposal. Again, deceitfulness for the umpteenth time. The authorization is for the contract Marangi prepared not a contract prepared by the VSBG.

2. NON-ASSIGNMENT CLAUSE.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the Municipality's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article 5-a of the General Municipal Law may be waived at the discretion of the Municipality. The Municipality retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the Municipality. The Contractor may, however, assign its right to receive payments without the Municipality's prior written consent unless this Contract concerns

Certificates of Participation pursuant to Article 5-A of the General Municipal Law.

3. MUNICIPALITY'S APPROVAL.

In accordance with laws of the State of New York, if the contract may be made only by specified officers or board and in a specified manner that requires the approval of the Municipality Board, the contract shall not be valid, effective or binding upon the Municipality until it has been approved by the Municipality. It shall be Contractor's obligation to confirm approval by the appropriate board, which shall not be unreasonably withheld by the Municipality.

The VSBG was slick in how they went about all this. See, residents didn't have any harm to them because they were never billed in 2023 until they opened up their mailboxes December 28, 2023, to find a Sanitation bill from the VSBG for \$309.00. So, from March of 2023 until now residents couldn't do anything because the VSBG never billed residents. Now, we have a bill (harm) and VSBG residents can address the issue.

Here are some questions that need to be answered by the VSBG.

1. Does VSBG have the legal authority to independently enter a public works contract on behalf of the TBG Town Wide Waste District? If so, by what authority, law, statute?
2. Did the TBG authorize the VSBG to "Piggyback" its 2023 Town Wide Waste District bid request? If so, where is that documented?
3. Where is the contract prepared by Marangi Disposal as stated by Mr. Ekstein in March 2023?
4. Where did the approximately \$275,000 come from in 2023 to pay Marangi Disposal for a second garbage pick-up?
5. Is it the intention of the VSBG to remove itself from the TBG Town Wide Waste District?
6. Did the TBG Town Wide Waste District provide all residents in the district with a reasonable option of an additional second garbage can for the Standard Service pick up on Mondays at the cost of \$21.75 in 2023?
7. Did the VSBG violate NY General Municipal Law by having back door negotiations while a public bidding process was taking place and did the VSBG interfere/obstruct the bidding process?
8. What other public bids/contracts are being negotiated behind closed doors and out of the public view? Mr. Stern is very adamant that the VSBG has a negotiator in charge and contracts aren't bid on, they're negotiated.

Resolution. 12 minutes. 3/11/24 for public 2/26/24.

Guthrie Resent that he verbally motioned WAS.
~~ed~~ for a public hearing 3/11/24 for the 2nd
garbage pick up. The Resolution presented to the
public and the Board. was for the establishment
of A special Assessment District.

Mr. Maderia says its not what.

You need ~~the~~ ^{the NY} Assembly ~~to~~ ^{to} ~~person~~ ^{person} to establish

A tax district Because we are in

A TOWN already,

He feels you cannot hold the meeting because
of what was said at meeting.