

Village of Schoharie – Regular Board Meeting Minutes - Approved

May 12, 2026

Presiding: Deputy Mayor Peter Johnson

Present: Trustees Palmer and DeGroff, Deputy Clerk/Treasurer Debby Byrne, Nola Storms from the Times Journal, Josh Walther from the Mountain Eagle, Jim Presley, Bob Tines, Liz Vedder, Diana Bell, David Ornoski, Darlene Patterson, Glen Patterson, Marcia Fletcher, and Karen Hotaling.

Excused: Mayor Henry, Trustee Medak

Board Meeting

Meeting brought to order by Deputy Mayor Johnson at 6:33 PM

Pledge of Allegiance

POF:

- Diana Bell wanted to follow up with her Water/Sewer Bill discrepancy. Clerk Debby Byrne explained that it was a rounding issue on the part of Edmunds Gov Tech and the issue has been corrected. After going back three years on her invoices, the difference was \$1.76.
- Darlene Patterson, representing Schoharie Promotional Association, gave an update to the Board. There were three new businesses that opened on Main Street and three more to be coming soon. Darlene was very disappointed that no one from the Village Board showed up at any of the Ribbon Cutting Ceremonies. SPA is still working on getting electric on Poles, will be sending the Mayor the information once she has everything. SPA is hoping to decorate every other pole from Bridge Street to Mix Lane. Darlene wanted to mention that they received help from students at Schoharie Central School picking up trash. Daniel Rinquette Brought down members of the Junior National Honor Society (8th and 9th Graders) to help in the parks picking up trash. She would like the Village to acknowledge these students and write a letter to the school.
- Schoharie Central School is having a community festival on June 24, 2026.
- Lily fest is being held July 11, 2026.
- In honor of the 250th celebration, Schoharie Promotional thought it would be fitting to restore the area where 3 or 4 revolutionary war soldiers are buried in the Lutheran cemetery. The headstones are broken in half, and the grave areas are not in very good shape. SPA is trying to find out who is in each grave and have reached out to the Presbyterian church. SPA would like to buy aluminum markers to place on or near the headstones. SPA would like to invite the public on July 4th to a small ceremony where taps would be played and folds can honor our forefather.
- SPA is working on providing buntings/flags for all Main Street businesses by July 4, 2026.

- Marsha Fletcher bought a list of topics she wanted to discuss with the Mayor. Her biggest concern was with rumors she had heard regarding DPW and overtime issues. She wanted to express how much work DPW does for the Village and how much they are appreciated by the residents. She felt very strongly about discussing with the Mayor and will bring these concerns up at the next Board Meeting.

1. Minutes

- a. April 14, 2026 Village Board Meeting Minutes and April 15, 2026, Employee Meeting Minutes were previously distributed to the Board for their review. Motion needed to approve the Minutes. Motion was not made as there was no quorum since Trustee DeGroff was not present at the last Board Meeting.

2. Bills and Bank Statements review and sign.

3. Abstracts and Bank Statements:

- a. General \$ 24,003.23 (April 15, 2026 -May 12, 2026)
- b. Water \$ 17,386.97 (April 15, 2026 -May 12, 2026)
- c. Sewer \$ 17,019.81 (April 15, 2026 -May 12, 2026)
- d. Pool \$ 107.88 (April 15, 2026 -May 12, 2026)
- e.

Motion made by Trustee Palmer, seconded by Trustee DeGroff, unanimously carried to approve payment of the invoices presented and the submitted Abstract amounts.

4. Incoming Correspondence:

- a. The Mayor has been fielding calls on potholes in the Village. The DPW crew is aware and is waiting out the rainy days in May for responsible patching and filling.

5. Outgoing Correspondence:

- a. N/A

6. New Business:

- a. Mayor Henry had a meeting with BOCES Nancy Liddle and is establishing a relationship to assist in future hiring. Peter Johnson explained that the requirements, training and schooling needed for DPW employees is very significant and involved which makes it harder to fill these positions.
- b. The Village has received a pool donation in the amount of \$10,158.00 from the Electric Eels. The Village Board would like to recognize Jan Herrick for the work she has done and continues to do. The Village Board is ever so grateful to the Eels for their kind donation, and the Mayor will write a heartfelt thank you to them for this extraordinary gift.

7. Old Business:

- a. The Board is tabling a Motion on the Bids for the Parrott House until the County has reviewed the paperwork which was presented on 05/05/2026. Deputy Mayor Peter Johnson has a document to be signed with a Motion for Temporary Construction Easement with the

County. This is the County letting us use their property in order to work on the Fire Suppression system, holding the Village liable should any incidents occur.

Motion made by Trustee DeGroff, seconded by Trustee Palmer unanimously carried to approve Deputy Mayor Peter Johnson to sign the Temporary Construction Easement and present to the County for signature.

- b. E-codes 360 is nearing completion after being worked on for several years. Mayor had a phone call with attorney on the next steps 5/8...They Identified that General Code can forward an adopting ordinance to streamline the process, the Board would adopt the changes in full with this process. Mayor is awaiting notification if a public hearing is necessary prior to the adopting ordinance session or can it be done in 1 public hearing/meeting combination.
- c. The Village received an applicant for summer help DPW with watering the plants and other chores and can begin on May 13, 2026.
- d. Mayor feels the Executive order regarding overtime has been helpful in regard to the Budget and continues in place.

8. Other:

- a. Trustee DeGroff asked for an update on the DRI projects. Deputy Mayor Peter Johnson explained that the Village has received 10 million dollars from NYS which actually comes out to 9.7 million. The State has reviewed various proposals and came up with a list of 13 projects. Because of the New York State budget delay, announcement of the final projects has been delayed. The announcement is coming soon, and the Mayor will send out a press release at that time.

9. Adjourn

Motion made by Trustee Palmer seconded by Trustee DeGroff unanimously carried to approve adjourning the Board Meeting at 7:04 PM

Respectfully Submitted,
Debra Byrne
Deputy Village Clerk/Treasurer

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT is made and entered into this ____ day of _____, 2026 between **SCHOHARIE COUNTY**, a municipal corporation, with its office at 284 Main Street, Schoharie New York 12157 (Attn: County Administrator) (hereinafter referred to as "Owner"), and the **VILLAGE OF SCHOHARIE** (hereinafter referred to as "Grantee"), a municipal corporation with its office at 300 Main St., Suite 1, Schoharie, New York 12157.

WITNESSETH

WHEREAS, pursuant to a deed filed in the Clerk's Office in Schoharie County at Liber 231, Page 471, Tax Map Parcel Number 72.13-12-8.1, the Owner is the only owner of a parcel of property located on 284 Main St. in the Village of Schoharie, County of Schoharie, New York (hereinafter referred to as the "Property"); and

WHEREAS, Grantee wishes to construct an underground water pipeline on an adjacent parcel of land with said pipeline being adjacent to a limited portion of the Owner's Property (the "Project"). The water pipeline shall hereinafter be referred to as the "Fire Service Lateral"; and

WHEREAS, in order to install the Fire Service Lateral, Grantee wishes to utilize a **500 square foot** area of the Property identified as the "Temporary Easement", as more particularly shown on the drawing in **Exhibit A** attached hereto and made a part hereof.

NOW, THEREFORE, in consideration of the covenants herein, the parties agree as follows:

1. Owner hereby gives and grants to the Grantee, its employees and contractors, the right to enter upon and use the Temporary Easement beginning on the date of execution of this Temporary Easement and ending one (1) year after the Project is completed, for the following purposes, as designated on the drawing in **Exhibit A**:

A. To cross and recross the Temporary Easement to facilitate the installation and placement of the Fire Service Lateral on the adjacent property and for temporary storage for any ancillary equipment, materials, or works as necessary to install such Fire Service Lateral, and/or;

B. To engage in such restoration as may be necessary to restore the Property to original or improved condition.

2. Grantee agrees and promises to make such installation and to restore the Temporary Easement to a condition substantially equivalent to the condition of the Temporary Easement immediately prior to the commencement of the work.

3. Grantee agrees to hold the Owner harmless, including reasonable attorney's fees,

from any and all liability arising out of any activities conducted on the Property by the Grantee or its employees or contractors pursuant to this Temporary Easement. The liability of the Grantee resulting from such activities or the use of this easement shall be all inclusive and shall include the direct or indirect liability of the Owner for damage occurring on or off the Property resulting from the Grantee's use of the Property, except to the extent of damages resulting from the negligent acts of Owner or its agents. Grantee will require that its contractor maintain a Contractor's Liability Policy with coverage as set forth in the adopted Bid Specifications and Grantee will further require that its contractor provide proof of the required insurance coverage naming Grantor as an additional insured on a primary and non-contributory basis as required by written contract.

4. Grantee agrees to provide the Owner with reasonable access to his property at all times during construction of the Fire Service Lateral and to use appropriate and generally accepted dust control measures during periods of construction of the Fire Service Lateral.

5. Grantee covenants that nothing contained in this Temporary Easement shall obligate Owner to be responsible or to pay for any costs or expenses for work to be performed hereunder.

6. This Temporary Easement shall inure to the benefit of and shall bind distributees, agents, legal representatives, successors, heirs, and assigns of the Owner and of the Grantee.

IN WITNESS WHEREOF, the parties hereto have executed this Temporary Easement on the day and year first above written.

[Remainder of page intentionally left blank]

STATE OF NEW YORK)

) SS:

COUNTY OF SCHOHARIE)

On this _____ day of _____, 2026 before me the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

Notary Public