

Village of Schoharie – Regular Board Meeting Minutes

December 9th, 2025

**Presiding:** Mayor Colleen M Henry

**Present:** Trustees Johnson, Medak, DeGroff and Palmer, Deputy Clerk/Treasurer Debby Byrne, H.B. Steadham from the Times Journal, Josh Walther from The Mountain Eagle, Liz Vedder, Bob Tines, Jim Presley and Ryan Lawton

**Excused:** N/A

**Board Meeting**

**Meeting brought to order** by Mayor Henry at 6:29 PM

**Pledge of Allegiance**

**1. Minutes**

- a. The November 19th, 2025, Village Board Meeting Minutes were previously distributed to the Board for their review. The November Employee meeting was cancelled.

**Motion** made by Trustee Palmer, seconded by Trustee DeGroff unanimously carried to approve November 19th, 2025, Village Board Meeting Minutes.

**2. Bills and Bank Statements review and sign.**

**3. Abstracts and Bank Statements:**

- a. General \$ 28,834.81 (November 20, 2025 – December 9, 2025)
- b. Water \$ 39,864.76 (November 20, 2025 – December 9, 2025)
- c. Sewer \$ 12,222.01 (November 20, 2025 – December 9, 2025)
- d. Pool \$ 10,508.78 (November 20, 2025 – December 9, 2025)
- e.

**Motion** made by Mayor Henry, seconded by Trustee Medak, unanimously carried to approve payment of the invoices presented and the submitted Abstract amounts.

**4. Incoming Correspondence:**

- a. The Honorable Justice Michael Breen’s resignation has been accepted. The County Clerk, Larry Caza, gave us a document to review at the Board Meeting giving the Mayor the ability to appoint a new Justice. Mayor Henry sent a thank you note to Mr. Breen for his service. The Board has a few applicants in mind. Jim Bryant can be re-appointed until 11/2026.
- b. Trail Project – Formal Summary accepted and Resolution to de-obligate from USDA/ARC Funding. New York State asked us to no longer accept funding for this project.

**Motion** made by Mayor Henry, seconded by Trustee Johnson unanimously carried to approve Resolution to de-obligate from USDA/ARC Funding.

**5. Outgoing Correspondence:**

- a. N/A

**6. New Business:**

- a. A new Municipal Lease Agreement was signed by Mayor Henry for office space at 300 Main Street in Schoharie. This is a month-to-month lease with the Town of Schoharie and is included in this report.
- b. The SCVOA December Meeting will be held December 17, 2025, at the Parrott House in Schoharie and hosted by the Village of Middleburgh. We will need all RSVPs by this Friday.
- c. The FOIL Request submitted by Eric Dolen at the November 19<sup>th</sup> meeting was completed and returned on December 4<sup>th</sup>, 2025. The answers to his questions were found under Codes 315-2, Water Service Regulations, Rates and Changes. The Village responded to Mr. Dolen's FOIL Request with the New York State senate legislation – "Municipal Home Rule" giving the Village the power to adopt local ordinances and enforce such ordinances.
- d. We received word that The Birches sold. It closed on November 30<sup>th</sup>, 2025. The previous owners are looking to get reimbursed for the remaining four months of their Benefit Agreement. At a rate of \$2,060.08 per month, which would be a total of \$8,240.32 for the balance of the four months remaining on that Agreement. The Town/Village Assessor, Erin Smith, has not received any paperwork to put this property back on the tax roll. Trustee Johnson will call RPC to get more information regarding this matter.
- e. Mayor Henry received letter from NYMIR asking her to sign the renewal documents. Mayor Henry will sign; letters are included in the Minutes.
- f. Planning Board Chairman Tom Hitter sent the Mayor a letter in regard to the speed limit on Main Street. He would like the speed limit changed from 40MPH to 30 MPH at both the North entrance of the Village and the South entrance of the Village. A Public Hearing would have to be held and a letter to NYS DOT would have to be sent.

**7. Old Business:**

- a. Board to follow up on the discussion started at the November 19<sup>th</sup> meeting regarding retirees Medicare coverage.
- b. Following up on the request to have the rates shown on the Water/Sewer Invoices, the Deputy Clerk/Treasurer worked with Edmunds to develop a new format for our invoices. The Board approved the changes.

**8. End of Year Report by Mayor Henry**

- a. Mayor Henry would like to highlight the 2025 accomplishments:
  - i. New Water tank and infrastructure
  - ii. Sewer Rates study completed.
  - iii. Mainbridge Grant completed
  - iv. The Harva Company Grant completed.
  - v. Pedestrian Beacon Lights and crosswalk installed.
  - vi. Village of Schoharie became a Pro-Housing Community
  - vii. Removal of debris was completed at 326 Main Street
  - viii. Village approved for DRI funding in the amount of 10 million dollars.
  - ix. LED Lighting project was completed.
  - x. Schoharie Volunteer Fire Department received Grants for equipment.
  - xi. Schoharie Police Department received Grants for equipment.
  - xii. DPW Superintendent Ken Bernhardt and Clerk/Treasurer Leslie Price both retired.
  - xiii. Village has hired a new Bookkeeping Firm

**9. Other**

- a. SEEC with Tom and Dusty Putnam hosted "Toast to the Town" at the Parrott House "Behind the Build" held on December 3, 2025.
- b. Reminder that Christmas Time in Schoharie is scheduled for this weekend.

- c. Trustee Medak presented an invoice from NYS Retirement in the amount of \$58,449.00 which would need to be paid by December 15<sup>th</sup> to get credit. Trustee Medak asked for a Motion to approve paying this invoice and have check mailed overnight to be there by the 15<sup>th</sup>.

**Motion** made by Mayor Henry seconded by Trustee Medak unanimously carried to approve paying NYS Retirement \$58,449.00 and to having this payment be mailed overnight in order to be received by December 15<sup>th</sup>, 2025.

#### 10. POF

- a. Josh Walther from the Mountain Eagle asked for clarification on the Trail Project. Mayor Colleen Henry gave a brief overview of the project timeline.
- b. H.B. Steadham from the Times Journal asked for clarification regarding the change in speed limit, exactly where that would be. Mayor Henry explained the change would be at both entrances into the Village, both the north and south entrance on Route 30.
- c. Trustee Palmer wanted to mention that while working in Saratoga he hears from many people that they travel to Schoharie to go to the Schoharie Dental Office on Main Street. Dr. Elbialy has clients coming from New York City and further to be clients of his office. Trustee Palmer wanted to express the effect one business can have on our Village.
- d. Ryan Lawton inquired about the status of the DPW Superintendent position. Mayor explained that our employee Doug Stinson III is currently attending school for his Sewer License and would eventually take that position once he has his license and experience. Mayor Henry asked Ryan if he was interested to make sure the Village office had his resume on file.

#### 11. Adjourn

**Motion** made by Trustee Palmer seconded by Trustee Medak unanimously carried to approve adjourning the Board Meeting at 7:37 PM

Respectfully Submitted,  
Debra Byrne  
Deputy Village Clerk/Treasurer

Resolution 15-2025  
Village of Schoharie

December 9<sup>th</sup>, 2025

**RESOLUTION to De-Obligate Remaining USDA/ARC Funding for the Multi-Use Trail**

**WHEREAS,**

1. The Village received an ARC grant to help fund the multi-use trail.
2. The USDA is the agency the Village works with to administer the ARC grant.
3. The Village has accomplished all the design work needed for the trail and canoe launch site so that the project is now fully construction ready.
4. Three requests have been made to date for reimbursement.
5. USDA staff have requested a project report, and the Village has provided such report to USDA Bath, NY office on 10/01/2025.
6. The New York State Department of State, the other funder for this project, elected not to provide the Village with a time extension to actually construct the trail.
7. Schoharie County is shifting from participating with the Appalachian Regional Commission to the Northern Boundary Regional Commission in 2026 and directed all communities receiving ARC funds to complete their projects by Fall 2025.
8. Given the construction season is over for 2025, the Village determined that there was no ability to construct the entire trail and canoe launch in the time frame.

**THEREFORE, BE IT RESOLVED THAT**

1. The Village Board of the Village of Schoharie suspends the Multi-Use Trail construction phase until such time as additional funding can be obtained.
2. The Village Board of the Village of Schoharie hereby recognizes that there are remaining, unexpended funds in their ARC grant award and that it is the intent of the Village to de-obligate those remaining grant funds.

Upon a Motion made by Mayor Henry, Seconded by Trustee Johnson

Board Members:

Deputy Mayor Peter Johnson \_\_\_\_\_ Aye \_\_\_\_\_

Trustee Sal Medak \_\_\_\_\_ Aye \_\_\_\_\_

Trustee Rebecca DeGross \_\_\_\_\_ Aye \_\_\_\_\_

Trustee Jeffrey Palmer \_\_\_\_\_ Aye \_\_\_\_\_

Mayor Colleen M Henry \_\_\_\_\_ Aye \_\_\_\_\_

## **MUNICIPAL LEASE AGREEMENT**

This MUNICIPAL LEASE AGREEMENT (the "Agreement") is made as of January 1, 2026 (the "Commencement Date"), by and between the TOWN OF SCHOHARIE, a New York municipal corporation, with offices at 300 Main Street, Schoharie, New York 12157 (the "Landlord" or the "Town"), and the VILLAGE OF SCHOHARIE, a New York municipal corporation, with offices at 300 Main Street, Schoharie, New York 12157 (the "Tenant" or the "Village").

### **1. Premises**

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the office space presently occupied by the Village within the building located at 300 Main Street, Schoharie, New York 12157 (the "Building"), together with the non-exclusive right to use common areas of the Building, including hallways, restrooms, and entrances (collectively, the "Premises").

### **2. Term**

The initial term of this Agreement (the "Initial Term") shall begin on January 1, 2026 and end on December 31, 2026. Thereafter, this Agreement shall automatically renew for successive one (1) year terms (each a "Renewal Term") on the same terms and conditions contained herein, unless either party provides written notice of non-renewal at least sixty (60) days prior to the expiration of the Initial Term or then current Renewal Term. This Agreement may also be terminated at any time by mutual written agreement of the parties.

### **3. Rent; Inclusive Services**

Beginning on the Commencement Date and continuing throughout the Term (including any Renewal Terms), Tenant shall pay to Landlord rent in the amount of One Thousand Dollars (\$1,000.00) per month (the "Rent"). Rent shall be due and payable on the first (1st) day of each calendar month, without offset or deduction, unless otherwise agreed in writing by the parties.

The Rent is intended to be inclusive and shall cover cleaning, janitorial services, common supplies, electricity, heat, trash and recycling removal, and, if permitted by Midtel, shared internet access through the Town's existing service, together with all other ordinary costs associated with maintaining and operating the Premises and Building, except as otherwise expressly provided in this Agreement.

### **4. Water Service**

The Village shall continue to provide water service free of charge to the Building located at 300 Main Street, Schoharie, New York 12157, consistent with the parties' historical practice.

### **5. Snow Removal and Grounds**

The existing shared arrangement between the Town and the Village regarding snow plowing, shoveling, and other related grounds maintenance around the Building and